

## **Terms & Conditions Governing the OCBC-Plus! National Day Promotion (the “Promotion”)**

### **Promotion Period**

1. The promotion period shall run from 28 July 2020 to 31 August 2020 (both dates inclusive), or such other period(s) as may be determined by Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) at its absolute discretion (the “Promotion Period”).

### **Eligibility**

2. You will qualify for the Promotion (“Eligible Cardmember”) if you are a new OCBC Cardmember who has applied for the NTUC/OCBC Plus! Visa Credit/Debit Card (the “Card”) via NTUC Link channels (e.g. Facebook posts, banners and electronic direct mailer), and whose Card application is approved, during the Promotion Period.

### **S\$55 worth of FairPrice eVouchers on NTUC/OCBC Plus! Visa Credit Card**

3. You will qualify for S\$55 worth of FairPrice eVouchers (“CC Gift”) if you have made at least 3 Visa transactions of Qualifying Spend from Card approval date to the end of the following month on your new NTUC/OCBC Plus! Visa Credit Card in accordance with the terms and conditions of the Promotion.

### **S\$20 worth of FairPrice eVouchers on NTUC/OCBC Plus! Visa Debit Card**

4. You will qualify for S\$20 worth of FairPrice eVouchers (“DC Gift”) if you have made at least 3 Visa transactions of Qualifying Spend from Card approval date to the end of the following month on your new NTUC/OCBC Plus! Visa Debit Card in accordance with the terms and conditions of the Promotion.

### **Additional S\$55 worth of FairPrice eVouchers on NTUC-OCBC Starter Account/Plus! Savings Account**

5. You will qualify for an additional S\$55 worth of FairPrice eVouchers (“Additional Gift”) if:
  - a. you have applied for the Card with the NTUC-OCBC Starter or Plus! Savings Account through NTUC Link channels (e.g. Facebook posts, banners and electronic direct mailer);
  - b. you maintain a NTUC-OCBC Starter Account or Plus! Savings Account with OCBC Bank (“Qualifying Account”);
  - c. you fulfil either of the following:
    - i. **Salary Crediting:** you credit your salary of at least S\$1,000 monthly via GIRO with transaction description “GIRO-SALARY” into the Qualifying Account by 30 September 2020; or
    - ii. **Fresh Fund Top up:** you top-up the Qualifying Account with Fresh Funds of S\$5,500 by 31 August 2020, you do not withdraw the aforementioned funds and you maintain a minimum monthly average balance of S\$5,500 in the Qualifying Account for 6 months from 1 September 2020 to 28 February 2021; and
  - d. both your Card account and Qualifying Account are active and in good standing from the start of the Promotion Period until the date the Additional Gift is fulfilled.

### **Definitions**

6. A “new OCBC Cardmember” refers to any person who (i) currently does not hold an existing OCBC Credit Card or Debit Card, and (ii) has not held an OCBC Credit Card or Debit Card in the previous twelve (12) months. Applicants who had cancelled existing OCBC Credit Card or Debit Card facilities within the last twelve (12) months prior to the commencement of the Promotion and re-applied for such facilities under the Promotion are not eligible to participate in the Promotion. For the avoidance of doubt, existing Supplementary OCBC Credit Card

cardholders who do not hold any OCBC Credit Cards as a Principal cardholder are eligible to participate in the Promotion.

7. “Qualifying Spend”:

- i. refers to any retail transaction (including face to face or online purchases);
- ii. does not include payments or transactions relating to annual card fees, insurance premiums, Cash-On-Instalment IPP, extended payment plan, income tax payment, bill payments made via Internet Banking, bill payments made via AXS, interest, late payment charges, goods and services taxes, cash advances, balance transfers, bus/MRT transactions, Transit top-up, contactless payments and other bank fees and charges;
- iii. does not include payments made to or transactions performed at merchants that fall into the exclusion categories/excluded organisations as set out by OCBC Bank governing the NTUC Plus!/ Plus! Visa Card Rewards Programme at [www.ocbc.com/plus](http://www.ocbc.com/plus); and
- iv. will be determined by its transaction date based on Singapore Timing (UTC+08:00). For avoidance of doubt, the date on which the transaction is submitted or posted may differ from the actual date the transaction was made and OCBC Bank bears no liability for any late submission or transaction posting of any purchase by any merchant that might affect the Promotion.

8. “Fresh Funds” refers to funds in the form of non-OCBC Bank cheques/ cashier’s orders/ demand drafts as well as other funds that are not transferred from any existing OCBC Bank accounts.

**Promotion Mechanics**

9. For principal Cardmembers with supplementary Cards, the CC Gift will be awarded for the aggregated spend on both the principal credit card and supplementary credit card.
10. OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Spend under the Promotion. If OCBC Bank in its sole and absolute discretion decides that any transaction is not to be considered a valid transaction, the CC Gift or DC Gift and Additional Gift will not be awarded.

**“CC Gift”, “DC Gift” and “Additional Gift” (collectively known as “Gift”)**

11. Subject to the fulfilment of Clauses 2 to 5 above to the absolute satisfaction of OCBC Bank, the CC Gift or DC Gift and the Additional Gift will be sent to the Eligible Customer via SMS by sender name: UNIQGIFT, to the registered mobile number with OCBC Bank
12. To use any of the Gifts, Eligible Customers will have to click on the link embedded in the SMS and key in the PIN provided in the SMS.
13. Each of the Gifts will be valid for 12 months from the date the Gift is sent to the Eligible Customer. No further extension will be provided.
14. The Gifts are strictly not refundable and cannot be replaced if lost, damaged or expired.
15. The Gifts are strictly not exchangeable for cash, gift vouchers, gift cards, loyalty redemption programme points, and/or other goods and services.
16. Redemption of the Gifts is subject to FairPrice’s terms and conditions. For any enquiries on the Gifts, customers are advised to contact the FairPrice Customer Service team via <https://help.fairprice.com.sg>.

17. OCBC Bank reserves the right to substitute or replace any of the Gifts with any item of similar value at its sole discretion without notice to any person.
18. Please note that the Gifts are issued by UNIQUIGIFT and not OCBC Bank (notwithstanding that they may incorporate the mark and/or logo of OCBC Bank's marketplace platform and/or other marks and logos of OCBC Bank). OCBC Bank gives no warranty as to the quality, merchantability, state, condition or fitness of the Gifts.
19. The CC Gift or DC Gift will be fulfilled by 31 October 2020.  
  
The Additional Gift for Eligible Customers who have fulfilled Clause 5(c)(i) will be fulfilled by 31 October 2020.  
  
The Additional Gift for Eligible Customers who have fulfilled Clause 5(c)(ii) will be fulfilled by 31 March 2021.
20. Each Eligible Cardmember is only entitled to receive either the CC Gift or the DC Gift and one Additional Gift under the Promotion. Should an Eligible Cardmember be entitled to receive both the CC and DC Gift, the Eligible Cardmember shall receive the CC Gift only.
21. The Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
22. If the conditions set out in Clause 2 to 5 above are not fulfilled, OCBC Bank reserves the right not to fulfil the CC Gift or DC Gift and the Additional Gift (or if the CC Gift or DC Gift and the Additional Gift has been fulfilled, to debit the value equivalent of the CC or DC Gift and the Additional Gift from any account(s) of the customer).
23. OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, claw-back, cancel and/or invalidate any Gift awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, claw-back, cancellation or invalidation.
24. OCBC Bank reserves the right to claw-back and deduct from the Eligible Cardmember's Card account the equivalent value of the CC Gift or DC Gift and the Additional Gift if the Eligible Cardmember closes his/her Card and/or Qualifying Account during, or within six (6) months from the end of, the Promotion Period. Further, if any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the CC Gift or DC Gift and the Additional Gift (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) withdraw the CC Gift or DC Gift and the Additional Gift at any time; or (ii) claw-back an amount equivalent to the the CC Gift or DC Gift and the Additional Gift or request the relevant customer to repay to or compensate OCBC Bank the value of the CC Gift or DC Gift and the Additional Gift at any time, and OCBC Bank shall have the right to debit the value of the CC Gift or DC Gift and the Additional Gift or such other amount as it deems fit from the account(s) of the customer. No person shall be entitled to any payment or compensation from OCBC Bank should any CC Gift or DC Gift and the Additional Gift be withdrawn, if any CC Gift or DC Gift and the Additional Gift is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the CC Gift or DC Gift and the Additional Gift for whatsoever reasons.

#### **General**

25. The eligibility of any Eligible Cardmember to receive any CC Gift or DC Gift and the Additional Gift shall be determined at the absolute discretion of OCBC Bank.
26. OCBC Bank reserves the right at its absolute discretion to terminate the Promotion or vary, delete or add to any of these terms and conditions at any time without notice including without limitation, the eligibility of any cardholder and the dates of the Promotion.

27. OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the Promotion, or any product and/or service relating to the Promotion. Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any defect or malfunction in any product or the deficiency in any service provided, and/or any loss, injury, damage or harm suffered or incurred by or in connection with the Promotion, and/or the use of any product and/or service relating to the Promotion, by any person.
28. OCBC Bank's decisions on all matters relating to the Promotion shall be final and binding on all participants. No correspondence or appeal shall be entertained by OCBC Bank. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail.
29. OCBC Bank shall not be responsible for any loss or damage to any person in connection with the Promotion howsoever arising, including any error in computing chances, any breakdown or malfunction in any computer system or equipment, or any notice which is misdirected or lost in the post or in transmission.
30. These terms and conditions shall be governed by the laws of Singapore and each participant in the Promotion irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.

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