

# Terms and Conditions governing the POPULAR Back to School 2021 Promotion (the "Promotion")

## **Promotion Period**

 The promotion period shall run from 15 November 2021 to 9 December 2021 (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:
  - i. You are an existing OCBC Credit/Debit Cardmember;
  - ii. Your OCBC Credit/Debit Card account is active and in good standing with OCBC Bank during the Promotion Period; and
  - iii. You have made a Qualifying Spend (as defined below) during the Promotion Period with your Eligible Card (defined below) in accordance with the terms and conditions.

## Definitions

- 3. "Eligible Card" means any of the following OCBC Creditor Debit Cards:
  - i. NTUC Plus! Visa Credit Card
  - ii. NTUC Plus! Visa Debit Card
  - iii. OCBC Plus! Visa Credit Card
  - iv. OCBC Plus! Visa Debit Card
- 4. "Qualifying Spend" refers to a nett spend of at least S\$100.00 in a single transaction at any POPULAR bookstores ("Popular").
- 5. For the avoidance of doubt, OCBC Bank and Popular has absolute discretion to determine whether a transaction is considered a "Qualifying Spend".

## **Promotion Mechanics**

- 6. Eligible Cardmembers can enjoy 5% off on all Textbooks (collectively, the "Discount"), in accordance with the terms of the Promotion.
- 7. Each Eligible Cardmember is only entitled to receive a maximum of one (1) Discount for the entirety of the Promotion Period and it will be deducted at the point of sale at all Popular outlets.
- 8. The Promotion is not valid in conjunction with other in-store promotions or discount programmes.
- 9. The Promotion is only valid for purchases made for personal use and not applicable for traders.
- 10. OCBC Bank reserves the right to claim the full cost of the Discount from the Eligible Cardmember by debiting any account of the Eligible Cardmember in the event that the Eligible Cardmember cancels, refunds, or reverses any transaction made during the Promotion Period, as a result of which the Qualifying Spend requirement is not met.
- 11. Additionally, the first 5,500 Eligible Cardmembers who meet the requirements in these terms and conditions will receive a Popular cash voucher worth S\$5 (each a "Voucher"), subject to these terms and conditions.



- 12. This Promotion is limited to the first 5,500 Eligible Cardmembers who meet the requirements set out in these terms and conditions during the Promotion Period. For the avoidance of doubt, in the event that any person entitled to a Voucher is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Voucher to another Eligible Cardmember.
- 13. Each Eligible Cardmember is only entitled to receive a maximum of one (1) Voucher per day per POPULAR bookstore upon making a Qualifying Spend in accordance with these terms and conditions, which will be provided at the point of sale at Popular, and while stocks last.
- 14. Each Eligible Cardmember who meets the requirements in these terms and conditions will also stand to receive one chance per Qualifying Spend made, to participate in a Lucky Draw conducted and administered by Popular, to win a Popular gift voucher worth S\$100 (each a "Prize") in accordance with the terms of the Promotion.
- 15. There are 25 Prizes to be won under the 'POPULAR Back to School 2021' Lucky Draw Prizes. An Eligible Cardmember can only win a maximum of one (1) Prize. For the avoidance of doubt, in the event that any person entitled to a Prize is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Prize to another Eligible Cardmember.
- 16. The Promotion is not valid in conjunction with other in-store promotions or discount programmes.
- 17. The Promotion is only valid for purchases made for personal use and not applicable for traders or for bulk purchase.
- 18. The Voucher(s) and Prize(s) are strictly not exchangeable for cash and cannot be replaced if lost, damaged or expired.
- 19. OCBC Bank reserves the right to substitute or replace the Voucher(s) and Prize(s) with any item of similar value at its sole discretion without notice to any person.
- 20. 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 considered a valid transaction, the Voucher(s) and Prize(s) will not be awarded.
- 21. OCBC Bank reserves the right to claim the full cost of the Voucher(s) and Prize(s) from the Eligible Cardmember by debiting any account of the Eligible Cardmember in the event that the Eligible Cardmember cancels, refunds, or reverses any transaction made during the Promotion Period, as a result of which the minimum spend requirement is not met.

#### General

- 14. The eligibility of any Eligible Cardmember to receive the Discount, Voucher(s) and Prize(s) shall be determined at the absolute discretion of OCBC Bank.
- 15. 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.



- 16. 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 not at any time shall not 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.
- 17. 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.
- 18. 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.
- 19. 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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