

Terms and Conditions governing the OCBC Titanium Rewards and OCBC Titanium Card Mid Year Top Spenders Campaign (the “Promotion”)

Promotion Period

1. The promotion period shall run from 1 July to 31 August 2022 (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 holder of OCBC Titanium Rewards or OCBC Titanium Card (the “Eligible Card”);
 - ii. you have received an electronic direct mail (eDM) or an SMS from OCBC bank inviting you to participate in the Promotion (please note that the invitation to participate in the Promotion is not transferrable);
 - iii. you have successfully registered your interest in the Promotion via the online eForm available at ocbc.com/TRTOPSPD, specifying your full name, mobile number and last 10 digits of your Eligible Card;
 - iv. you have spent a minimum of S\$1,000 equivalent in Qualifying Spend (as defined below) and are among the top 5 Eligible Cardmembers with the highest amount in Qualifying Spend within the Promotion Period; and
 - v. your Eligible Card account is active and in good standing with OCBC Bank from the start of the Promotion Period until 6 months after the end of the Promotion Period.

Definitions

3. “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, Cash-On-Instalment, Instalment Payment Plan, PayLite, extended payment plan, interest, late payment charges, cash advances, balance transfers, tax payments, bill payments made via Internet Banking, AXS or SAM network, transactions made at TransitLink General Ticketing Machines and other fees and charges;
 - iii. does not include payments or transactions performed at merchants that fall into the exclusion categories/excluded organisations as set out below:

MCC	Excluded Organisation
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities—Electric, Gas, Heating Oil, Sanitary, Water
5047	Medical, Dental, Ophthalmic and Hospital Equipment and Supplies
5199	Nondurable Goods (Not Elsewhere Classified)
5262	Marketplaces (only for Shopee Pay)
5960	Direct Marketing Insurance Services
5993	Cigars Stores and Stands
6010	Banks - Manual /Automated Cash Disbursement
6012	Member Financial Institution—Merchandise And Services
6051	Quasi Cash—Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities—Brokers and Dealers
6300	Insurance Sales, Underwriting and Premiums
6513	Real Estate Agents and Managers—Rentals
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, maintenance and janitorial services
7523	Automobile Parking Lots and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, OffTrack Betting, and Wagers at Race Tracks
8062	Hospitals
8211	Schools, Elementary and Secondary
8220	Colleges, Universities, Professional Schools and Junior Colleges
8241	Schools, Correspondence
8244	Schools, Business and Secretarial
8249	Schools, Trade and Vocational
8299	Schools And Educational Services—Not Elsewhere Classified
8398	Organizations, Charitable and Social Service
8651	Organizations, Political
8661	Organizations, Religious
8675	Automobile Associations
8699	Labor Union
9211	Court Costs Including Alimony and Child Support
9222	Fines
9223	Bail and Bond Payments
9311	Tax Payments
9399	Government Services—Not Elsewhere Classified
9402	Postal Services—Government Only
9405	Intra-Government Purchases—Government Only

For the avoidance of doubt, MCCs are not assigned by OCBC Bank. A merchant's registered MCC may not always correspond with its nature of business, and OCBC Bank shall not be liable in any way whatsoever to any Cardmember relating to the categorisation of a merchant's MCC; 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.

Promotion Mechanics

- 4. Eligible Cardmembers that fulfil the requirements set out in these terms and conditions will receive a pair of category 1 Justin Bieber JUSTICE World Tour 2022 tickets (the "Gift"). For the avoidance of doubt, in the event that any person entitled to the Gift is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Gift to another Eligible Cardmember.
- 5. Eligible Cardmembers who qualify to receive the Gift will be notified latest by 30 September 2022. The Gift will be mailed to the Eligible Cardmember's mailing address registered with OCBC Bank.
- 6. Eligible Cardmembers are entitled to a maximum of one (1) Gift upon meeting the terms and conditions of this Promotion, in accordance with the order established in Clause 4 above.
- 7. The Gift is strictly not refundable and cannot be replaced if lost, damaged, or expired.
- 8. The Gift is strictly not exchangeable for cash, loyalty redemption programme points, and/or other goods and services.
- 9. OCBC Bank reserves the right to substitute or replace the Gift with any item of similar value at its sole discretion without notice to any person.
- 10. For principal Eligible Cardmembers with supplementary cards, the Gift will be awarded for the aggregated spend on both the principal Eligible Card and supplementary credit card of the Eligible Card.
- 11. 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 Gift will not be awarded.
- 12. Refunded or cancelled transactions will not count towards the Qualifying Spend and award of the Gift.

13. OCBC Bank reserves the right to claw-back and deduct from any account(s) of the Eligible Cardmember the equivalent value of the Gift if the Eligible Cardmember closes his/her Eligible Card 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 Gift (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) withdraw the Gift at any time; or (ii) claw-back the Gift or request the relevant customer to repay to or compensate OCBC Bank the value of the Gift at any time, and OCBC Bank shall have the right to debit the value of the 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 Gift be withdrawn, if any Gift is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Gift for whatsoever reasons.

General

14. The eligibility of any Eligible Cardmember to participate in this Promotion and/or receive any Gift 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 (including the Gift). 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.
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 2001 to enforce any of these terms and conditions.