

Terms and Conditions Governing the OCBC 90°N Mastercard Year-end Top Spenders Promotion (“Promotion”)

Promotion Period

1. The promotion period shall run from 16 November to 31 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 90°N Mastercard (“Card”) Cardmember;
 - ii. your OCBC 90°N Mastercard account is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment;
 - iii. you have registered to participate in the Promotion via this [link](#); and
 - iv. you are among the top 220 Eligible Cardmembers with the highest amount in Qualifying Spend within the conditions set out the promotion mechanics and the Promotion Period.

Definitions

3. “Qualifying Spend”:

- i. refers to any retail transaction (including face-to-face or online purchases) as defined in clause 1 of the Terms and Conditions Governing OCBC 90°N Mastercard Programme (accessible [here](#)); and
 - ii. excludes the transactions specified as “excluded transactions” in Clause 1.4 to 1.6 of the Terms and Conditions Governing the Terms and Conditions Governing OCBC 90°N Mastercard Programme; and
 - iii. will be determined by its transaction date based on Singapore Timing (UTC+08:00) and must be posted for the spend to be qualified. 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.
4. Refunded or cancelled transactions will be deducted from the relevant billed amount taken into consideration for the computation of Qualifying Spend.
 5. The Qualifying Spend can be aggregated between Principal and Supplementary Cardmembers of the Card and is only valid for transactions posted.

Promotion Mechanics

6. The top 220 Eligible Cardmembers with the highest Qualifying Spend will receive gifts according to the following order:

Ranking based on Qualifying Spend	Gifts (each, a “Gift”)
1 st to 5 th place With minimum spend of S\$15,000	One of the latest smart phone, 512GB in black (worth S\$1,799)
6 th to 20 th place	Nintendo Switch (OLED MODEL) White Joy-Con (worth S\$549)

With minimum spend of S\$10,000	
21 th to 45 th place With minimum spend of S\$7,000	Samsung TAB A7 10.4 64GB WIFI Dark Grey (worth S\$448)
46 st to 70 th place	DJI Tello Combo Drone (worth S\$219)
71 st to 120 th place	S\$200 iShopChangi eVoucher
121 st to 220 th place	S\$100 iShopChangi eVoucher

7. The Promotion is limited to the top 220 Eligible Cardmembers who satisfy 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 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.
8. For principal cardmembers with supplementary cards, the Gift will be awarded for the aggregated spend on the Card on both the principal and supplementary Cards.
9. Each Eligible Cardmember is 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 5 above.
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 from which the Qualifying Spend is computed is not to be considered a valid transaction, the Gift will not be awarded.
11. OCBC Bank reserves the right to claw-back and deduct from the Eligible Cardmember's Card account (the "Account") the equivalent value of the Gift if the Eligible Cardmember closes his/her 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) forfeit or withdraw the Gift at any time; or (ii) (where the Gift has been redeemed) 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 plus any goods and services tax 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 forfeited or 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.

Gift

12. Eligible Cardmembers who qualify to receive the Gift will be notified latest by 28 February 2022.
13. Terms and Conditions of each Gift will apply, full details will be sent together with the redemption notification.

14. The redemption notification for the Gift will be either mailed, SMS or E-mailed to an Eligible Cardmember's details as per OCBC Bank's records. Where applicable, the Gift must be collected within the stipulated timeframe stated in the redemption notification and no late collection will be entertained, where applicable.
15. By participating in this Promotion, the participants hereby agree and consent to OCBC Bank collecting, using and disclosing their personal particulars and details to relevant third parties, for the purposes of administering, facilitating and fulfilling the Promotion.
16. 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.

General

17. The eligibility of any Eligible Cardmember to receive any Gift shall be determined at the absolute discretion of OCBC Bank.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.