

**Terms & Conditions Governing the 3.25% Cashback on Overseas Spend Promotion (the “Promotion”)****Promotion Period**

- The promotion period shall run from 12 May 2023 Singapore Time (SGT) 00:00 to 30 June 2023 SGT 23:59 (both dates inclusive), or such other periods(s) as may be determined by Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) at its absolute discretion (the “Promotion Period”).

**Eligibility**

- You will qualify for the Promotion (“Eligible Cardmember”) if:
  - you are an existing OCBC Debit or Credit Cardmember;
  - you hold any OCBC Debit or Credit Card;
  - you have received an SMS or Email from OCBC Bank inviting you to participate in the Promotion (please note that the invitation to participate in the Promotion is not transferrable); and
  - you have registered for the Promotion via SMS during the Promotion Period according to the format below, and received an SMS from OCBC Bank confirming successful registration:

SMS: **325FX** <space> **Date of birth in DDMMYYYY** to **72377**

Example: (E.g. 325FX 01011988)

- your OCBC Debit or Credit Card account is active and in good standing with OCBC Bank during the Promotion Period;
- you have spent a minimum of S\$2,500 (of “Qualifying Spend”) during the Promotion Period on your OCBC Debit or Credit Card in accordance with the terms and conditions of the Promotion

**Definitions**

- A “Qualifying Spend”
  - refers to any physical retail transaction (face-to-face) made on any OCBC Credit or Debit card overseas;
  - does not include payments or transactions relating to all card fees and charges, annual card fees, interest, late payment charges, goods and services taxes, cash advances, balance transfers, other bank fees and charges, income tax payment, bill payments made via Internet Banking and AXS, membership fees, NETS point-of-sale transactions, any instalment plans, funds to pre-paid accounts and merchants who are categorized as “payment service providers” including (without limitation) EZ-Link, NETS FlashPay, Transit Link, GrabPay, Youtrip, Shopee Pay, Singtel Pay;
  - does not include transactions made with the following Merchant Category Codes (“MCC”):

MCC	Description
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)
5960	Direct Marketing Insurance Services
5993	Cigars, Stores and Stands
6010	Member Financial Institution–Manual Cash Disbursements
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

- does not include online transactions means posted retail transactions successfully charged to a Card account and/or to the account of a supplemental cardholder of a Cardholder (as defined above) made via the internet and processed by the respective merchants/acquirers as an online transaction type through the MasterCard International Incorporated and/or Visa Worldwide networks during the Promotional Period and which are successfully captured and posted during the Promotional Period.
- 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.
- 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.
- For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a "Qualifying Spend".
- Refunded or cancelled transactions will be deducted from the relevant billed amount taken into consideration for the computation of Qualifying Spend.

### Promotion Mechanics

- Eligible Customers who meet the conditions specified herein will receive a 3.25% Cashback ("Cashback"), subject to these terms and conditions.
- The Promotion is limited to the first 250 Eligible Customers who meet the conditions 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 Cashback is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Cashback to another Eligible Customer.
- Spend between principal and supplementary cards will be aggregated for the purpose of meeting the minimum spend requirement.
- 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 Cashback will not be awarded.

### Cashback

- Should an Eligible Customer apply for and have more than one application approved, OCBC Bank will determine which OCBC account the Cashback will be credited into.
- The Cashback will be credited into the Eligible Customer's Account by three (3) months, following the end of Promotion Period.
- Applicants who had cancelled their OCBC Debit or Credit Card within the Promotion and re-applied for it under the Promotion are not eligible to participate in the Promotion.
- Each Eligible Customer is only entitled to receive a maximum of S\$200 Cashback under the Promotion.
- The Promotion shall not apply in conjunction with any other privileges or promotions.
- Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.
- OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, clawback, cancel and/or invalidate any cashback awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, clawback, cancellation or invalidation.
- OCBC Bank reserves the right to claw-back and deduct from any of the Eligible Customer's accounts with OCBC Bank the equivalent value of the Cashback if the Eligible Customer closes his/her OCBC Debit or Credit Card during, or within six (6) months from the end of, the Promotion Period. If any

Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback, OCBC Bank reserves the right to (i) withdraw the Cashback at any time; or (ii) claw-back the Cashback or request the relevant customer to repay to or compensate OCBC Bank the value of the Cashback at any time, and OCBC Bank shall have the right to debit the value of the Cashback 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 Cashback be withdrawn, if any Cashback is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Cashback for whatsoever reasons.

## General

- The eligibility of any Eligible Customer to participate in this Promotion and/or receive any Cashback shall be determined at the absolute discretion of OCBC Bank.
- 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 customer and the dates of the Promotion.
- 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.
- 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.
- 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.
- By participating in the Promotion, Eligible Customer consents to: a. OCBC Bank collecting and using their personal data, including but not limited to their names, mobile numbers, and email addresses, ("Personal Data") for the purposes of verifying their identity, assessing their eligibility for the Promotion, contacting them, and facilitating and administering the Promotion mechanics (the "Purposes"); b. OCBC Bank disclosing their Personal Data to OCBC Bank's third-party vendors and agencies for the same Purposes; and c. the collection, use and disclosure of their Personal Data for other applicable purposes in accordance with OCBC's Data Protection Policy (accessible at: <https://www.ocbc.com/personal-banking/policies>).
- 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.