

## Rewards Programme Terms and Conditions

### Terms and conditions governing OCBC\$ rewards programme

#### 1. Definitions

1.1 'Bank' or 'OCBC' means Oversea-Chinese Banking Corporation Limited including its successors and assigns.

1.2 'Card' means any MasterCard or VISA credit card issued by the Bank (whether or not it also bears the name and/or mark of any other person or entities) other than NTUC-OCBC Visa Card, OCBC Robinsons VISA Card, debit cards, Rebates earning Cards (e.g. OCBC 365 Credit Card, FRANK Credit Card, OCBC Cashflo Credit Card, OCBC Great Eastern Cashflo Credit Card), Voyage Cards, corporate cards and private label cards and any other credit card(s) issued by the Bank which the Bank may notify you from time to time.

1.3 'Card Amount' means the account of the Cardmember maintained with the Bank in respect of the Card.

1.4 'Cardmember' means a Principal Cardmember of a Card (whose Card accounts have not been suspended or terminated).

1.5 'Merchant' means an individual, firm or company engaged in the business of selling and/or providing goods and/or services, benefits or other privileges comprising the OCBC\$ Reward.

1.6 'OCBC\$' means loyalty points awarded under the Programme.

1.7 'OCBC\$ Reward' means any goods and/or services, benefits or other privileges, as may be determined by the Bank in its absolute discretion, which may be redeemed by the use of OCBC\$ under the Programme.

1.8 'OCBC\$ Rewards Catalogue' means the catalogue sent to the Cardmember or posted on the Bank's website for the Programme.

1.9 'OCBC\$ Rewards Voucher' means the voucher issued by the Bank to the Cardmember for the purpose of obtaining an OCBC\$ Reward.

1.10 'Programme' means the OCBC\$ Rewards Programme as may be amended, supplemented and/or added by the Bank from time to time.

1.11 'S\$' means the lawful currency of Singapore.

1.12 Unless the context otherwise requires, words referring to the male gender shall include the female gender and neuter gender and words referring to the singular number shall include the plural number and vice versa. The headings to clauses are inserted for convenience of reference only.

1.13 All capitalised words and expressions in these Terms and Conditions shall, unless otherwise defined herein, have the same meanings as defined in the OCBC Cardmembers Agreement.

## 2. Issuance of OCBC\$

2.1 Cardmember will be awarded with 5 OCBC\$ for every S\$5 charged to his Card Account and/or Card for retail purchases made by such Cardmember and/or his Supplementary Cardmember.

For avoidance of doubt, all OCBC\$ earned shall be calculated based on each block of S\$5 charged to the Card per transaction, and Cardmembers shall not be entitled to any partial or pro-rated award of any OCBC\$ for any amount charged that does not amount to a S\$5 block. Amounts charged in multiple transactions will not be combined to make up a S\$5 block. As an illustration, a customer who spends an amount between S\$10 and S\$14.99 in a single transaction can earn 10 OCBC\$. However, a customer who spends S\$4.90 in a single transaction, or who spends S\$2.50 in one transaction and S\$2.50 in another transaction, will not be awarded any OCBC\$.

The following will not be taken into account in the award and computation of OCBC\$:

- Annual card fees, interest, late payment charges;
- Tax payments;
- Bill payments made via Internet Banking and any AXS Network;
- Transactions made via TransitLink General Ticketing Machines;
- EZ-Link Transactions
- Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062;
- With the exception of the OCBC Titanium Rewards Credit Card, transactions under Transportation and Tolls MCC 4111/4121/4131 except for transactions with Grab Transport, Gojek and licensed taxi operators (including, without limitation, Comfort/Citycab/ Transcab/ SMRT Taxi/ Premier Taxi/ Prime Taxi/ HDT Taxi). For avoidance of doubt, you will still earn OCBC\$ for transactions with Grab Transport, Gojek and licensed taxi operators (including, without limitation, Comfort/Citycab/ Transcab/ SMRT Taxi/ Premier Taxi/ Prime Taxi/ HDT Taxi) for all applicable Cards. Further, cardmembers of the OCBC Titanium Rewards Credit Card will still earn OCBC\$ on the transactions under Transportation and Toll MCC 4111/4121/4131;
- Cash-On-Instalments Facility, Instalment Payment Plan, PayLite, Cash Advances, Balance Transfers; and
- any such other fees, charges, payments, services, products and/or facilities as may be decided by the Bank in its absolute discretion at any time and from time to time. For the avoidance of doubt, the Bank has the absolute discretion to decide whether or not to provide any notice in relation to any of its decisions made hereto.

In addition, OCBC\$ will not be awarded for transactions made with the following Merchant Category Codes ("MCC"):

MCC Listing	Description
4784	Tolls and Bridge Fees

4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities–Electric, Gas, Heating Oil, Sanitary, Water
5199	Nondurable Goods (Not Elsewhere Classified)
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, Off-Track Betting, and Wagers at Race Tracks
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

2.2 Retail purchases charged to the Card but have yet to be posted to the Card Account shall not be taken into account in the computation of OCBC\$ to be awarded.

2.3 OCBC reserves the right to revoke, deduct and/or recompute any OCBC\$ awarded in the event a Cardmember and/or a Supplementary Cardmember fails to effect due payment for the Card transactions and/or if the account is closed or terminated by the Cardmember or the Bank, as the case may be.

2.4 Any OCBC\$ awarded to a Cardmember will be reflected in the Card Account statement of that Cardmember.

2.5 (a) All OCBC\$ earned will expire on the last day of the 24th calendar month calculated/commencing from the relevant calendar month in which such OCBC\$ was earned by a Cardmember from charging a relevant retail purchase transaction to his/her OCBC Card. Example:

OCBC\$ Earn Date	OCBC\$ Expiry Date
July 2015	31 July 2017

August 2016	31 August 2018
September 2017	30 September 2019
October 2018	31 October 2020
November 2019	30 November 2021

(b) Any OCBC\$ accumulated but not utilised will be automatically forfeited, cancelled and shall become null and void at the relevant OCBC\$ expiry date or upon the termination of the relevant Card Account, whichever is earlier.

2.6 OCBC\$ shall be awarded to the Cardmember base on the amount of each Card transaction charged to the Card Account, rounded down to the nearest whole number.

2.7 If a Cardmember has more than one Card or Card Account, OCBC\$ earned on all such Cardmember's Cards or Card Accounts will be aggregated and combined (the "Combined OCBC\$") and you can use the Combined OCBC\$ for the purpose of redeeming OCBC\$ Rewards under the Programme.

2.8 A Cardmember who opted for SmartChange Programme shall not be entitled to earn OCBC\$.

2.9 New instalments charged to a Cardmember's Card Account under the OCBC 0% Instalment Plan shall not be entitled to earn OCBC\$.

2.10 All OCBC\$ that have expired will not be reinstated.

### **3. Use of OCBC\$**

3.1 OCBC\$ may be used by the Cardmember to redeem an OCBC\$ Reward.

3.2 A Card can only be used to redeem an OCBC\$ Reward after 48 hours upon such Card's successful activation (or such other time period as may be determined by the Bank from time to time).

3.3 OCBC\$ may be redeemed by such mode or redemption channels, within such period of time and in such manner as determined by the Bank and notified to the Cardmember or publicised by the Bank in any manner as it deems fit from time to time. Further, a Cardmember agrees to comply with such procedures for the redemption of any OCBC\$ Reward as may be imposed by the Bank from time to time. All Cardmembers agree that the use of any particular redemption channel shall be governed by the terms and conditions then in force in relation to such redemption channels.

3.4 Subject to availability and provided that a Cardmember has sufficient OCBC\$ for the OCBC\$ Reward selected, the Cardmember may use his OCBC\$ to redeem the said selected OCBC\$ Reward.

3.5 All requests to redeem any OCBC\$ Reward shall be processed based on a first-come, first-served basis, and are subject to (a) whether a Cardmember has sufficient accumulated OCBC\$ to redeem the OCBC\$ Rewards he has selected and (b) the availability of OCBC\$ Reward at the time of the redemption.

3.6 Where an OCBC\$ Reward is redeemable using OCBC\$ and cash, the Cardmember shall pay the cash component to the Merchant by charging such cash component to his Card Account using his Card.

#### **4. Issue and use of OCBC\$ rewards voucher**

4.1 Upon receipt of the Cardmember's selection of an OCBC\$ Reward, an OCBC\$ Rewards Voucher may be issued to the Cardmember. The OCBC\$ Rewards Voucher will specify the OCBC\$ Reward selected by the Cardmember and shall be valid for such period as may be determined by OCBC from time to time.

4.2 An OCBC\$ Rewards Voucher will be valid for such period as may be stated in the OCBC\$ Rewards Voucher and will cease to have any effect after its expiry. Use of the OCBC\$ Rewards Voucher is subject to (i) the terms and conditions stated herein, on the OCBC\$ Rewards Voucher and in the OCBC\$ Rewards Catalogue and (ii) such other restrictions and/or conditions as may be imposed by the Merchant in relation to which the OCBC\$ Rewards Voucher may be used to pay for or obtain goods and/or services of that Merchant.

4.3 If any sum of money is payable by the Cardmember (whether for the purposes in connection with the redemption of an OCBC\$ Reward or otherwise) (the "Relevant Sum") when an OCBC\$ Reward Voucher is issued to such Cardmember by the Bank for the purposes of him/her redeeming an OCBC\$ Reward, the Relevant Sum must be paid with the Card in which the Cardmember has selected to redeem the OCBC\$ Rewards or such other credit cards as may be approved by the Bank in its absolute discretion (the "Relevant Card"). Each Cardmember agrees that the Bank or anyone authorized by the Bank has the absolute discretion to charge the Relevant Sum to the Relevant Card without reference to the Cardmember. For the avoidance of doubt, if the OCBC\$ Rewards Voucher is issued in a form of a cash voucher and a Cardmember is to use such cash voucher to redeem or acquire goods or services from a relevant merchant, the Cardmember is liable to pay for the difference between the value of such goods or services and the amount stated in the OCBC\$ Rewards Voucher if the value of the goods or services exceeds the amount stated in the OCBC\$ Rewards Voucher.

4.4 An OCBC\$ Rewards Voucher is not refundable or exchangeable for cash, OCBC\$ or another reward.

4.5 An OCBC\$ Rewards Voucher may not be used in conjunction with other promotions, discounts, privileges or offers, unless otherwise stated.

4.6 An OCBC\$ Rewards Voucher redeemable at dining establishments is valid for dine-in only, unless otherwise stated.

4.7 An OCBC\$ Rewards Voucher redeemable for hotel stay or spa requires prior reservation and is subject to availability, unless otherwise stated. Cardmembers are required to identify themselves as such when making reservations.

4.8 An OCBC\$ Rewards Voucher redeemable for a specified item is valid only for the product specified and is subject to availability, unless otherwise stated.

4.9 An OCBC\$ Rewards Voucher is valid per transaction/receipt/bill unless otherwise stated.

4.10 To redeem an OCBC\$ Reward, a Cardmember must present the relevant OCBC\$ Rewards Voucher with his Card to the relevant participating Merchant upon redemption of the said OCBC\$ Reward. A Cardmember may, subject to such terms and conditions as may be imposed by the Bank, authorize his/her Supplementary Cardmember to redeem the OCBC\$ Reward on the said Cardmember's behalf. If the Supplementary Cardmember is authorized to perform the redemption on the Cardmember's behalf, such Supplementary Cardmember must present the relevant OCBC\$ Rewards Voucher with his/her supplementary card to the relevant participating Merchant upon redemption of the said OCBC\$ Rewards. The Bank has the absolute discretion to request the Cardmember or the Supplementary Cardmember (as the case may be) to comply with such terms as may be imposed by the Bank when redeeming an OCBC\$ Reward under this Clause. For the avoidance of doubt, the Bank is not liable to any person (including, without limitation, any Cardmember or Supplementary Cardmember) for any losses, damages, claims, liabilities or expenses incurred or suffered by any person as a result of any Cardmember or Supplementary Cardmember (as the case may be) redeeming any OCBC\$ Reward under this Clause.

4.11 The Bank is not obliged to replace any OCBC\$ Rewards Voucher which has been lost, defaced, torn or damaged or stolen for whatever reason.

4.12 The Bank is not an agent of the Merchant or vendor of any OCBC\$ Reward. The Bank shall not in any way be liable or responsible for the quantity, quality, merchantability, fitness purpose of any OCBC\$ Reward or the acts or default of the Merchant. Any dispute relating to the quantity, quality or performance of any OCBC\$ Reward or the failure of the Merchant to supply the OCBC\$ Reward should be resolved directly with the Merchant.

4.13 If it is subsequently discovered that a Cardmember (whether by fraud or otherwise) has redeemed more Rewards Vouchers than he / she is entitled to, the Bank has the absolute right to charge such Cardmember and such Cardmember agrees to be liable to the Bank for the face value of any additional Rewards Voucher or goods redeemed by him / her.

4.14 Notwithstanding anything to the contrary, in addition to a OCBC\$ Rewards Voucher, the Bank has the absolute discretion to use such other modes or means as the Bank determines from time to time (collectively, the "Alternative Modes") to allow a Cardmember to redeem any OCBC\$ Rewards and each Cardmember agrees to be bound by such terms and conditions as may be imposed under the Alternative Modes.

## **5. Krisflyer miles redemption programme**

5.1 This programme enables Cardmembers to convert their OCBC\$ to KrisFlyer miles under the KrisFlyer Programme. The KrisFlyer miles redemption programme is applicable to all Cards defined in Clause 1.2 excluding OCBC Classic and Gold Cards.



5.2 Cardmembers must be enrolled in Singapore Airlines' KrisFlyer Programme to participate in the KrisFlyer miles redemption programme. Participation in the KrisFlyer miles redemption programme is subject to the terms and conditions of Singapore Airlines' KrisFlyer Programme.

5.3 A Cardmember who is enrolled in the KrisFlyer Programme can effect mile transfers at the conversion rate(s) listed in the catalogue posted on [www.ocbc.com/rewards](http://www.ocbc.com/rewards) or such other website as OCBC may deem appropriate (the "Catalogue"), or such other rate(s) as OCBC may specify from time to time.

5.4 All KrisFlyer miles transferred by a Cardmember must be to his/her own individual account bearing his/her own name.

5.5 For each conversion of OCBC\$ to KrisFlyer miles as listed in the Catalogue, a fee of S\$25 (or such other fee as OCBC may specify from time to time) will be charged to the relevant Card Account.

5.6 Once a redemption request for KrisFlyer miles has been accepted by OCBC, cancellation of redemption, refund of conversion fee or exchange of OCBC\$ for any other redemption item shall not be allowed.

5.7 Cardmembers understand and agree that the process of successful conversion of OCBC\$ to KrisFlyer miles will take up to 15 working days from the date of redemption of the relevant amount of OCBC\$. Notwithstanding anything stated herein, OCBC shall not be liable for any delay in the conversion process for any reason whatsoever (including without limitation, delay due to incorrect information in the system or due to system constraints and errors). Urgent requests or cancellations will strictly not be entertained.

5.8 Cardmembers will receive an acknowledgement via their registered email with OCBC and/or their secured inbox as a form of notification that the redemption of OCBC\$ has been approved and the transfer of KrisFlyer miles is in process. A Cardmember may refer to his online account statement by visiting [www.krisflyer.com](http://www.krisflyer.com) for an update of accumulated miles.

5.9 OCBC shall not be responsible for any fraud or unsuccessful transfers. In the latter case, a Cardmember's OCBC\$ and the conversion fee will be refunded to his/her card account, as appropriate.

5.10 OCBC shall not be responsible for any Cardmember's miles which have been successfully transferred or for the actions of Singapore Airlines in connection with but not limited to the KrisFlyer Programme.

5.11 For the avoidance of doubt, KrisFlyer miles will be transferred to the KrisFlyer membership account indicated on the KrisFlyer miles Redemption Registration page. It is each Cardmember's responsibility to provide all accurate and valid information (including without limitation the correct KrisFlyer membership number) to effect the transfer. Notwithstanding anything to the contrary, OCBC shall not be responsible for any losses, damages, claims, expenses, fees or liabilities howsoever incurred or suffered by any Cardmember in relation to or as a result of the transfer of any OCBC\$ to the relevant Cardmember's KrisFlyer membership account.

## **6. "Points transfer" programme**

6.1 Only Cardmembers are eligible to participate under the "Points Transfer" Programme.

6.2 Cardmembers may only transfer accumulated OCBC\$ to a designated Cardmember with the same rewards currency. For example, an OCBC Principal Cardmember can only transfer his/her OCBC\$ to another OCBC Principal Cardmember's OCBC\$.

6.3 The transfer of OCBC\$ can only be made by a Cardmember via internet banking.

6.4 For each transfer, a fee in OCBC\$ (as may be determined by the Bank in its absolute discretion) (the "Fee in OCBC\$") is charged for each transfer request made by a Cardmember and each Cardmember agrees and acknowledges that the relevant Fee in OCBC\$ shall be deducted directly from the relevant Cardmember's Card Account. For instance, if a Cardmember requests that 100 OCBC\$ be transferred, the Bank has the right to deduct such Fee in OCBC\$ on top of the said 100 OCBC\$ from the Cardmember's Card Account. Notwithstanding anything to the contrary, the Bank reserves the right to impose and charge such amount of Fee in OCBC\$ or such other forms of fees as it may determine and notify to the Cardmembers (via such modes of communication as the Bank deems fit) from time to time. Further, the Bank reserves that right to adjust or amend any Fees in OCBC\$ or fees that may be chargeable under the "Points Transfer" Programme from time to time.

6.5 The total number of OCBC\$ requested for the transfer must not exceed the number of OCBC\$ existing within the transferor's OCBC\$ balance. No negative balance is allowed under the "Points Transfer" Programme.

6.6 If a request for the transfer of OCBC\$ (the "Request") is successful under this "Point Transfer" Programme, the Bank will only send a notification to the relevant Cardmember who made the Request.

6.7 Notwithstanding anything to the contrary, the Bank has the absolute discretion not to act on any transfer request made by any Cardmembers without providing any reasons whatsoever and the Bank shall not be liable for any losses or damages incurred or suffered by any party as a result of the Bank's decision in not acting on any Cardmember's transfer request.

6.8 Notwithstanding anything to the contrary, if a Card is terminated or a Card Account is closed for whatsoever reasons, any unutilized OCBC\$ shall automatically be cancelled and become null and void and such unutilized OCBC\$ shall not be transferable to any other Card or Card Account.

## **7. Cash Credit Programme**

7.1 OCBC Titanium Rewards cash credit is only applicable for OCBC Titanium MasterCard Principal Cardmembers only.

7.2 OCBC Best Denki cash credit is only applicable for BEST-OCBC Platinum MasterCard Principal Cardmembers only.

7.3 The cash credit programme enables an eligible Cardmember to automatically convert their OCBC\$ to cash credit in Singapore dollars which will be credited to the Principal Cardmember's OCBC Titanium MasterCard or BEST-OCBC Platinum MasterCard account, as the case may be. For the avoidance of doubt, crediting to other Card accounts or Card types with OCBC or receipt of cash over the counter is not allowed.

7.4 Once the redemption has been effected, no cancellation or reversal of transaction or exchange of OCBC\$ up to the amount credited for such redemption or for any other redemption items will be allowed.

7.5 The Cardmember understands and agrees that the process of conversion and crediting of cash credit will take a minimum of 7 working days. Notwithstanding anything stated herein, OCBC shall not be liable for any delay in processing for any reason whatsoever (including without limitation, delay due to incorrect information in the system or system constraints and errors).

7.6 Each successful conversion of OCBC\$ to cash credit will be reflected in the Principal Cardmember's Card Account Statement.

## **8. Instant Rewards Programme**

8.1 The Instant Rewards Programme allows Cardmembers to make an instant redemption of OCBC\$ at participating merchant outlets by presenting their eligible OCBC Card at the point of purchase to (i) offset their purchases on the spot; or (ii) redeem their OCBC\$ in exchange for merchants' vouchers for future use. Either redemption type is subject to the option(s) available at the participating merchant outlets.

8.2 Instant Rewards Redemption is only applicable to Principal Cardmembers and his/her OCBC Card must be presented at the point of redemption. Supplementary Cardmembers are not eligible and are not allowed to make the redemption on behalf of the Principal Cardmember.

8.3 A cancellation and/or refund will not be allowed once the instant redemption has been processed.

8.4 OCBC\$ redeemed under the OCBC\$ Instant Rewards Redemption programme is not exchangeable for cash or any other item(s).

8.5 Cardmembers will be subject to any additional terms and conditions of the participating merchant(s).

## **9. Other conditions**

9.1 The Bank reserves the right to replace any OCBC\$ Reward with another reward of similar value as determined by the Bank.

9.2 If after an OCBC\$ Rewards Voucher is issued, any of the OCBC\$ used by the Cardmember to secure such OCBC\$ Rewards Voucher is cancelled pursuant to any deletion, revision or correction by the Bank, the Cardmember shall pay the Bank the amount of the OCBC\$ Rewards Voucher or the value of the goods and services described in the OCBC\$ Rewards Voucher (as the case may be). The Bank may debit the Card Account of such Cardmember with the appropriate sum without further notice to the Cardmember.

9.3 The Bank shall be entitled to treat all instructions, whether oral, in writing or electronic, relating to OCBC\$ or the use or redemption of OCBC\$, which are purportedly given to the Bank by the Cardmember to whom the OCBC\$ are awarded as the instructions of such Cardmember and to act in accordance with such instructions.

9.4 Each Cardmember hereby authorises the Bank to disclose information regarding him and his Cardmember's Card Account to any third parties for any purpose whatsoever. In addition, each Supplementary Cardmember also authorises the Bank to disclose information regarding him and his card account to any third parties for any purpose whatsoever.

9.5 The Bank's decision on all matters relating to or in connection with the Programme shall be final and binding on all Cardmembers and the Supplementary Cardmembers.

9.6 The Bank shall have the absolute discretion to use agents, contractors or correspondents or other third parties to administer and/or implement the Programme and the Bank shall not be liable to any person for any act, omission or neglect on the part of such agents, contractors or correspondents. Any instruction to redeem an OCBC\$ Reward received by any agent, contractor, correspondent or other third party appointed by the Bank to obtain such instruction shall be binding on the Cardmember or the Supplementary Cardmember (as the case may be) who has given or purportedly given such instruction and the Bank shall be entitled to act and rely on such instructions.

9.7 The Bank may at any time at its absolute discretion and upon written notice to the Cardmember, change any one or more of these Terms & Conditions. Such change(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice. The Bank may notify the Cardmember of any changes to these Terms & Conditions by:

- (i) publishing such changes in the Card Account statements to be sent to the Cardmember;
- (ii) displaying such changes at the Bank's branches or automated teller machines;
- (iii) posting such changes on the Bank's website;
- (iv) electronic mail or letter;
- (v) publishing such changes in any newspapers; or
- (vi) such other means of communication as the Bank may determine in its absolute discretion.

9.8 Where the Cardmember or any of his Supplementary Cardmember(s) continues to use his Card after such notification, then the Cardmember and all his Supplementary Cardmember(s) shall be deemed to have agreed with and accepted such change(s). If the Cardmember or any of his Supplementary Cardmember(s) does not accept such change(s), the Cardmember and all his Supplementary Cardmember(s) shall forthwith discontinue the use of all Cards and instruct the Bank to close all Card Account(s) and terminate all Cards.

9.9 The Bank reserves the right at any time without giving any reason or notice to the Cardmember to claw-back, deduct, withdraw, or cancel any OCBC\$ or other rewards/rebates awarded to the Cardmember for any reason whatsoever, and without any liability to the Cardmember.

9.10 The Bank reserves the right at any time without giving any reason or notice to the Cardmember to debit, charge and/or deduct from any of the Cardmember's accounts with The Bank and/or demand the Cardmember to repay or compensate to The Bank, the monetary value equivalent of any OCBC\$ or other rewards/rebates awarded to the Cardmember, for any reason whatsoever, and without any liability to the Cardmember. Further, if any Cardmember wishes to close his/her Card Account but such Card Account has an insufficient or negative OCBC\$ (or such other reward/rebate) balance for any reason whatsoever, The Bank reserves the right to debit, charge and/or deduct from any of the Cardmember's accounts

with The Bank, and/or demand the Cardmember to repay or compensate to The Bank, the monetary value equivalent of the amount of OCBC\$ (or such other reward/rebate) in deficit. The Bank reserves the right to determine and revise from time to time the rate of conversion used for the purpose of computing the monetary value equivalent of the OCBC\$ (or such other reward/rebate) to be deducted.

9.11 No person shall be entitled to any payment or compensation whatsoever in respect of any claw-back, deduction, withdrawal or cancellation of any OCBC\$ or other rewards/rebates awarded to the Cardmember, or any debit, charge or deduction or demand for the monetary value equivalent of any OCBC\$ (or such other reward/rebate), made by The Bank, for any reason whatsoever.

9.12 In the event of any inconsistency between these Terms & Conditions and any brochure, marketing or promotional material relating to the Programme, these Terms & Conditions shall prevail.

9.13 In the event that the Bank decides in its absolute discretion to discontinue the Programme permanently, the Bank shall give written notice of such discontinuation to the Cardmember. Such discontinuation shall take effect from the date stated in the notice, which in most instances, shall be no less than 30 days from the date of the notice.

9.14 The Bank may notify the Cardmember of any discontinuation of the Programme by:

- (i) publishing such notice in the Card Account statements to be sent to the Cardmember;
- (ii) displaying such notice at the Bank's branches or automated teller machines;
- (iii) posting such notice on the Bank's website;
- (iv) electronic mail or letter;
- (v) publishing such notice in any newspapers; or
- (vi) such other means of communication as the Bank may determine in its absolute discretion.

9.15 Any notice given by the Bank to a Cardmember shall be deemed to have been given to and received by all the relevant Supplementary Cardmember(s) at the time when the Cardmember shall have received or is deemed to have received the same.

9.16 The Bank may, at its sole discretion and without prior notice, suspend the Programme at any time.

9.17 These Terms & Conditions shall be governed by and construed in accordance with the laws of Singapore and all Cardmembers and Supplementary Cardmembers hereby submit to the non-exclusive jurisdiction of the courts of Singapore.

9.18 A person who is not a party to any agreement governed by these Terms & Conditions has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any of these Terms & Conditions.

9.19 OCBC shall not be liable if it is unable to perform its obligation under these Terms & Conditions, due directly or indirectly to the failure of any machines or communication system, industrial disputes, wars, Act of God, or anything outside the alert of OCBC or its servants and/or employees.

9.20 The crediting of OCBC\$ to a Card Account shall be entirely at the discretion of the Bank and the Bank shall not be liable or responsible for any loss or damage suffered or incurred by

any Cardmember or Supplementary Cardmember in relation to or in connection with his participation in the Programme and/or the OCBC\$ and/or the OCBC\$ Rewards Vouchers.

**ALL INFORMATION IS CORRECT AND COMPLETE AS AT 21 JULY 2020.**