

#### TERMS AND CONDITIONS GOVERNING OCBC 90°N CARD PROGRAMME

The OCBC 90°N Card Programme ("**Programme**") is a programme that, inter alia, offers Travel\$ (as defined below) as rewards which can be used for redemption of Krisflyer miles, cash or vouchers and is made available to all OCBC 90°N Cardmembers ("**Cardmember**" and, collectively, "**Cardmembers**") pursuant to the Terms and Conditions set out below.

These Terms and Conditions together with the terms of the OCBC Cardmembers Agreement, as may be amended, modified and supplemented by Oversea-Chinese Banking Corporation Limited ("**OCBC Bank**") from time to time, shall govern and apply to the Programme. In the event of any conflict or inconsistency between these Terms and Conditions and the OCBC Cardmembers Agreement, these Terms and Conditions shall prevail in so far as they relate to the Programme.

All terms and references used in these Terms and Conditions and which are defined or construed in the OCBC Cardmembers Agreement but are not defined or construed in these Terms and Conditions shall have the same meaning and construction when used in these Terms and Conditions.

Usage of the Card (as defined below) will be deemed acceptance by the Cardmember of these Terms and Conditions of the Programme and the OCBC Cardmembers Agreement.

#### 1. TRAVEL\$ ACCRUAL

1.1 As a reward for incurring spend on their OCBC 90°N Cards (each, a "**Card**", and collectively, "**Cards**"), all OCBC 90°N Cardmembers will, subject to the terms and conditions of the Programme, be awarded Travel\$ at the rates set out below:

1.1.1 Overseas Spend: earn 10.5 Travel\$ for every S\$5 equivalent charged to the Card for Transactions posted in foreign currency, which is equivalent to 2.1 miles per S\$1 spend.

1.1.2 Local Spend: earn 6 Travel\$ for every S\$5 charged to the Card for Transactions posted in Singapore dollars, which is equivalent to 1.2 miles per S\$1 spend.

1.1.3 Every S\$5 made on AXS Pay + Earn transactions will earn 5 Travel\$, which is equivalent to 1 mile per S\$1 spend.

For avoidance of doubt, all Travel\$ 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 prorated award of any Travel\$ 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 12 Travel\$. 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 Travel\$.

1.2 Travel\$ shall be awarded to the Cardmember based on the amount of each Card Transaction charged to the Card Account, rounded down to the nearest dollar. There is no cap on the amount of Travel\$ that a Cardmember can earn each month.

1.3 All Travel\$ accrued have no expiry date.

Last updated 21 July 2020



1.4 Travel\$ is not awarded on the following: all card fees and charges, card annual fees, membership fees, renewal fees, Balance Transfer and charges incurred for any Balance Transfer facility, Cash-on-Instalment facility and charges incurred for any Cash-on-Instalment facility, Instalment Payment Plan, Extended Payment Plan, Income Tax payment, interest, late payment charges, Goods and services tax, Cash Advances, bill payments made via Internet Banking, and other fees and charges. Travel\$ is also not awarded for payment of funds to prepaid accounts and merchants who are categorised as "payment service providers", which include (without limitation) EZ-Link, NETS FlashPay, eNETS, SAM, Transit Link and AXS (except as provided for in Clause 1.1.3). The exclusions are not exhaustive and may be subject to changes from time to time.

1.5 Travel\$ is also not awarded for the following organisations or any other organisation as determined by OCBC Bank in its absolute discretion from time to time (each, an "**Excluded Organisation**"):

1.5.1 Charitable/ religious organizations (MCC: 8398, 8661)

1.5.2 Real estate agents and managers (MCC: 6513)

1.5.3 Utilities (MCC: 4900)

1.5.4 Trading Platforms (MCC: 6211, 6051)

1.5.5 Government institutions and services (MCC: 9399, 9211, 9222, 9223, 9311, 9402 and 9405)

1.5.6 Insurance Underwriting, Premiums (MCC: 6300, 6399, 5960)

1.5.7 Prepaid accounts/ prepaid card (MCC: 6540)

1.5.8 Education (MCC: 8211, 8220, 8241, 8244, 8249, 8299)

1.5.9 Gambling (MCC 7995)

1.5.10 Parking Lots, Parking Meters and Garages (MCC: 7523)

1.5.11 Nondurable Goods (MCC: 5199)

1.5.12 Wire Transfer Money Orders (WTMOs) (MCC: 4829)

1.5.13 Financial Institutions – Merchandise, Services, and Debt Repayment (MCC: 6012)

1.5.14 Political Organizations (MCC: 8651)

1.5.15 Banks - Manual Cash disbursement/Automated Cash Disbursement (MCC: 6010, 6012)

1.5.16 Cleaning, Maintenance and Janitorial Services (MCC: 7349)

1.5.17 Tolls and Bridge Fees (MCC: 4784)

1.5.18 Cigars Stores and Stands (MCC: 5993)

1.5.19 Automobile Associations (MCC: 8675)

1.5.20 Labor Union (MCC: 8699)

1.6 Travel\$ is also not awarded for the following transactions:

1.6.1 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 Travel\$ for transactions with Grab Transport, Gojek and licensed taxi operators (including, without limitation, Comfort/Citycab/ Transcab/ SMRT Taxi/ Prime Taxi/ HDT Taxi). For avoidance of doubt, you will still earn Travel\$ 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. 1.6.2 Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062

1.7 OCBC Bank reserves the right to revoke, deduct and/or recompute any Travel\$ awarded in



the event a Cardmember fails to effect due payment for the Card Transactions and/or if the Card Account is closed or terminated by the Cardmember or OCBC Bank, as the case may be.

1.8 The Travel\$ cannot be transferred, assigned or carried over to any other card issued by OCBC Bank.

1.9 A renewal bonus of 10,000 Travel\$ ("**Bonus**") will be awarded to the Principal Cardmember upon such Cardmember's full settlement of the non-refundable annual service fee. Please refer to <u>www.ocbc.com/90n</u> for the applicable annual service fee. For the avoidance of doubt, the annual service fee will be waived for the first year and charged at the second renewal date of the Card, and will be reflected in the relevant Card statement.

1.10 The Travel\$ awarded, including any Bonus awarded by OCBC Bank, to each Principal Cardmember will be reflected in the relevant Principal Cardmember's monthly Card statement, and will also be available for viewing via OCBC Rewards Portal at www.ocbc.com/rewards or on OCBC Internet Banking/Mobile Banking at www.ocbc.com/login.

1.11 Purchases charged to the Card but have yet to be posted to the Card Account by the end of a calendar month shall not be taken into account in the computation of Travel\$ to be awarded in that calendar month.

1.12 Refunded transactions will be deducted from the relevant billed amount taken into consideration for the computation and award of Travel\$.

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

1.14 OCBC 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 OCBC Bank and/or demand the Cardmember to repay or compensate to OCBC Bank, the monetary value equivalent of any Travel\$ 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 Travel\$ (or such other reward/rebate) balance for any reason whatsoever, OCBC Bank reserves the right to debit, charge and/or deduct from any of the Cardmember's accounts with OCBC Bank, and/or demand the Cardmember to repay or compensate to OCBC Bank, the monetary value equivalent of the amount of Travel\$ (or such other reward/rebate) in deficit. OCBC 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 Travel\$ (or such other reward/rebate) to be deducted.

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



1.16 OCBC Bank reserves the right to change or substitute the Travel\$ with any item of similar value without notice.

1.17 The crediting of any Travel\$ or other rewards/rebates to the Card Account will be entirely at OCBC Bank's discretion and OCBC Bank shall not be liable or responsible for any loss or damage suffered or incurred by any Cardmember in connection with OCBC Bank crediting or not crediting any Travel\$ or other rewards/rebates to Cardmembers.

## 2. TRAVEL\$ REDEMPTION

2.1 Travel\$ that have been accrued by Cardmembers can be used by Cardmembers to redeem for items on OCBC Rewards Portal at www.ocbc.com/rewards. The Cardmember may only redeem those Travel\$ registered and credited to the Cardmember's Card Account at the time of making the redemption. The records of OCBC Bank shall be conclusive evidence in respect of the number of Travel\$ registered and credited the Cardmember's Card Account.

2.2 Cardmembers can submit their Travel\$ redemption request via OCBC Rewards Portal (<u>www.ocbc.com/rewards</u>), Internet/Mobile banking, or phone banking.

2.3 All Travel\$ redemption requests made by any Cardmember shall be binding on such Cardmember and OCBC Bank shall be entitled to act and rely on such instructions.

### 3. KRISFLYER MILES REDEMPTION PROGRAMME

3.1 This programme enables Cardmembers to convert their Travel\$ to miles under the Singapore Airlines' KrisFlyer Programme. To participate in the KrisFlyer miles redemption programme, Cardmembers must be enrolled in the Singapore Airlines' KrisFlyer Programme.

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

3.3 All KrisFlyer miles transferred by a Cardmember must be to his/her own individual Singapore Airlines' KrisFlyer Programme account bearing his/her own name.

3.4 Once a redemption request for KrisFlyer miles has been submitted to OCBC Bank by a relevant Cardmember, cancellation of redemption and/or refund of conversion fee shall not be entertained or allowed.

3.5 Cardmembers understand and agree that successful conversion of Travel\$ to KrisFlyer miles will take up to 3-5 working days to be reflected in the applicable KrisFlyer membership account. If there are any technical or account related issues, the transfer may take up to 15 working days from the date of redemption. Notwithstanding anything stated herein, OCBC Bank 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.



3.6 OCBC Bank shall not be responsible for any fraudulent or unsuccessful transfers. In the latter case, a Cardmember's Travel\$ will be refunded to his/her Card Account, as appropriate.

3.7 Notwithstanding anything to the contrary, OCBC Bank shall not be responsible for any Cardmember's miles that have been successfully transferred from Travel\$ to Krisflyer miles.

3.8 For the avoidance of doubt, Travel\$ will be transferred to the KrisFlyer membership account provided by the Cardmember, and 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 Bank 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 Travel\$ to the relevant Cardmember's KrisFlyer membership account.

# 4. MASTERCARD AIRPORT EXPERIENCES ("MASTERCARD AIRPORT EXPERIENCES")

4.1 As part of the benefits under the OCBC 90°N Card Programme, the Cardmember will have access to selected airport lounges and receive certain benefits and services pursuant to the terms of the Mastercard Airport Experiences platform. Details of such benefits and services can be found on <a href="https://airport.mastercard.com/en/program-overview">https://airport.mastercard.com/en/program-overview</a>.

4.2 The Cardmember will be able to enjoy discounts at airport lounges, dining, retail and spa outlets offered in the Mastercard Airport Experiences app. The Cardmember will first have to register for an account via the Mastercard Airport Experiences app, or on the Mastercard Airport Experiences website at airport.mastercard.com, and enter the 16-digit Mastercard number embossed on their Card.

4.3 The participation by the Cardmember in the Mastercard Airport Experiences platform may be subject to such fees or charges as may be imposed by OCBC Bank from time to time. In addition, the Cardmember agrees that he/she will be liable to all costs, expenses and fees (including without limitation, all taxes and levies) incurred in connection with the use of the Mastercard Airport Experiences platform.

4.4 The Cardmember agrees that access to the Mastercard Airport Experiences platform is subject to the Mastercard Airport Experiences platform's Terms of Use (the "Terms of Use"), which is available on at https://airport.mastercard.com/en/terms-of-use. OCBC Bank has no control over the opening times, facilities, service or personnel of any of the lounges participating in the Mastercard Airport Experiences platform. The Cardmember agrees that the said lounges are subject to the administrative procedures of the individual lounge operators and such procedures may be altered, changed or modified without prior notification to OCBC Bank.

4.5 All queries, complaints, requests for assistance and the like (collectively, the "Requests") are to be made to OCBC Bank and these will be reviewed on a case-by-case basis.

### 5. GENERAL

5.1 The benefits made available to Cardmembers pursuant to the terms of the Programme are not exchangeable or refundable for cash, credit or kind.

5.2 OCBC Bank shall have the right to use agents, contractors or correspondents or any other



third party as it deems appropriate in its sole and absolute discretion to administer and/or implement the Programme and OCBC Bank shall not be liable to any person for any act, omission or neglect on the part of such agents, contractors, correspondents or third parties.

5.3 OCBC Bank reserves the right to suspend, withdraw or terminate the Programme at any time without notice. The decision of OCBC Bank on all matters relating to the Programme shall be final, binding and conclusive on all Cardmembers, including without limitation, any decision on the eligibility of any person to participate in the Programme.

5.4 OCBC Bank may at any time at its sole and absolute discretion, without notice or assigning any reasons therefore, delete, vary, supplement, amend or modify the terms of the Programme at any time. The Cardmembers are deemed to accept and are bound by such variations, additions, deletions, amendments and/or modifications if the Cardmember do not terminate the use of the Card.

5.5 In the event of any inconsistency between terms and conditions and any brochure, marketing or promotional materials relating to Programme, the terms of the Programme as set out herein shall prevail.

5.6 OCBC Bank assumes no responsibility for any of the contents found on third party websites referred to in the terms and conditions of the Programme, and shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, products or services available on such sites. OCBC Bank does not have control of such websites and the reference to any such websites in these terms and conditions does not mean that OCBC Bank endorses the material on such websites or has any association with the owner thereof.

5.7 A person who is not a party to the terms and conditions of the Programme has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any term or condition of the Programme.

5.8 The terms of this Programme shall be governed by and construed in accordance with the laws of Singapore, and the Cardmembers irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.