

Terms & Conditions Governing the OCBC 365 Acquisition Promotion (the “Promotion”)

Promotion Period

1. The promotion period shall run from 1 January to 31 December 2023 (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:
 - a) you are an existing OCBC Cardmember or a New OCBC Cardmember (as defined below), who has applied online for the OCBC 365 Credit Card (the “Card”) and whose Card application is approved during the Promotion Period;
 - b) your Card account is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment;
 - c) you have made 5 Qualifying Spend within 30 days of your card approval. (the “Minimum Spend Requirement”).

Definitions

3. A “New OCBC Cardmember” refers to any person who (i) currently does not hold an existing OCBC Credit Card as the principal cardholder, and (ii) has not held an OCBC Credit Card as the principal cardholder in the previous six (6) months. Applicants who had cancelled existing OCBC Credit Card facilities within the last six (6) months prior to the commencement of the Promotion and re-applied for such facilities under the Promotion are not eligible to participate in the Promotion.
4. “Qualifying Spend”:
 - a) refers to any retail transaction (including face to face or online purchases);
 - b) does not include payments or transactions relating to annual card fees, insurance premiums, Cash-On-Instalment IPP, extended payment plan, income tax payment, bill payments made via Internet Banking, bill payments made via AXS, interest, late payment charges, goods and services taxes, cash advances, balance transfers, bus/MRT transactions, Transit top-up, contactless payments and other bank fees and charges;
 - c) does not include payments made to or transactions performed at merchants that fall into the exclusion categories/excluded organisations as set out by OCBC Bank at OCBC website > Personal Banking > Cards > OCBC 365 Credit Card; and
 - d) 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

5. Eligible Customers who meet the conditions specified herein will be entitled to receive **12-months Burpple Beyond Premium Membership Plan (worth S\$99)** (the “Gift”), subject to these terms and conditions.

6. 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 Customer.
7. For principal cardmembers with supplementary Cards, the Gift will be awarded for the aggregated spend on both the principal Card and supplementary Card.
8. Eligible Customers are entitled to a maximum of 1 Gift.
9. The Promotion shall not apply in conjunction with any other privileges or promotions.
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 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 any of the Eligible Customer's accounts with OCBC Bank the equivalent value of the Gift if the Eligible Customer closes his/her Card account 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 Gift, 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 Customers who qualify to receive the Gift will receive it within 60 days from the card approval date.
13. The Gift will be sent to the Eligible Customer via SMS and/or EDM.
14. The Gift is strictly not refundable and cannot be replaced if lost, damaged, or expired.
15. The Gift is strictly not exchangeable for cash.
16. Redemption of the Gift is subject to Burpple's terms and conditions. Please refer to Burpple's website's > Beyond > Rules of Use for full details.
17. 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

18. The eligibility of any Eligible Customer to participate in this Promotion and/or receive any Gift shall be determined at the absolute discretion of OCBC Bank.
19. 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.
20. 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.

21. 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.
22. 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.
23. 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.

Version Date: 1 January 2023