

TERMS AND CONDITIONS GOVERNING OCBC 90°N CARD PROGRAMME (with effect from 17 March 2023)

The OCBC 90°N Card Programme ("**Programme**") is a programme that, inter alia, offers 90°N miles (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 Mastercard and Visa 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. 90°N MILES ACCRUAL

1.1 As a reward for incurring spend on their OCBC 90°N Mastercard / Visa Card, all Cardmembers will, subject to the terms and conditions of the Programme, be awarded 90°N miles at the rates set out below:

	90°N miles	
Local spend for every S\$5 local spend	6.5	Equivalent to 1.3 90°N miles for every S\$1 local spend
Overseas spend for every S\$5 overseas spend	10.5	Equivalent to 2.1 90°N miles for every S\$1 overseas spend
AXS Pay + Earn transactions for every S\$5 spend	5	Equivalent to 1 90°N mile for every S\$1 spend

For avoidance of doubt, all 90°N miles 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 90°N miles 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 13 90°N miles. 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 90°N miles.

1.2 90°N miles 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 90°N miles that a Cardmember can earn each month.

1.3 All 90°N miles accrued have no expiry date.

1.4 90°N miles is not awarded on the following:

1.4.1 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.

1.4.2 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, AXS (except as provided for in Clause 1.1.3), GrabPay, Youtrip, Shopee Pay and Singtel Dash. The exclusions are not exhaustive and may be subject to changes from time to time.

1.5 In addition, transactions made with the following Merchant Category Codes ("MCC") will	
not earn90°N miles:	

мсс	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
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

8062	Hospitals
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	Organizations, Membership–Not Elsewhere Classified (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

1.6 90°N miles 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 90°N miles for transactions with Grab Transport, Gojek and licensed taxi operators (including, without limitation, Comfort/Citycab/ Transcab/ SMRT Taxi/ Premier Taxi/ HDT Taxi). For avoidance of SMRT Taxi operators (including, without limitation, Comfort/Citycab/ Transcab/ SMRT Taxi/ Premier Taxi/ Prime Taxi) for all applicable Cards.

1.7 OCBC Bank reserves the right to revoke, deduct and/or recompute any 90°N miles 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 90°N miles cannot be transferred, assigned or carried over to any other card issued by OCBC Bank.

1.9 The 90°N miles

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.

1.10 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 90°N miles to be awarded in that calendar month.

1.11 Refunded transactions will be deducted from the relevant billed amount taken into consideration for the computation and award of 90°N miles.

1.12 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 90°N miles or other rewards/rebates awarded to the Cardmember for any reason whatsoever, and without any liability to the Cardmember.

1.13 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 90°N miles 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 90°N miles (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 90°N miles (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 90°N miles (or such other reward/rebate) to be deducted.

1.14 No person shall be entitled to any payment or compensation whatsoever in respect of any claw-back, deduction, withdrawal, or cancellation of any 90°N miles or other rewards/rebates awarded to the Cardmember or any debit, charge or deduction or demand for the monetary value equivalent of any 90°N miles (or such other reward/rebate) made by OCBC Bank, for any reason whatsoever.

1.15 OCBC Bank reserves the right to change or substitute the 90°N miles with any item of similar value without notice.

1.16 The crediting of any 90°N miles 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 90°N miles or other rewards/rebates to Cardmembers.

2. 90°N MILES REDEMPTION

2.1 90°N miles 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 90°N miles 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 90°N miles registered and credited the Cardmember's Card Account Account.

2.2 Cardmembers can submit their 90°N miles redemption request via OCBC Rewards Portal

(<u>www.ocbc.com/rewards</u>), Internet/Mobile banking, or phone banking.

2.3 All 90°N miles 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 90°N miles to KrisFlyer 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) of \$25 or as listed in the catalogue posted on www.ocbc.com/rewards or such other website as OCBC Bank may deem appropriate (the "Catalogue") at 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 90°N miles 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 90°N miles 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 90°N miles to Krisflyer miles.

3.8 For the avoidance of doubt, 90°N miles 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 90°N miles to the relevant Cardmember's KrisFlyer membership account.

4. GENERAL

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

4.2 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.

4.3 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.

4.4 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.

4.5 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.

4.6 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.

4.7 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 2001 to enforce any term or condition of the Programme.

4.8 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.