

Terms & Conditions Governing the OCBC Credit Card Sign-Up Promotion (FoodPanda Exclusive) Promotion (the “Promotion”)

Promotion Period

- The promotion period shall run from 1 to 15 October 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

- You will qualify for the Promotion (“Eligible Cardmember”) if:
 - you are a new OCBC Cardmember (as defined below) who has applied for an Eligible Card, via FoodPanda during the Promotion Period and whose Card application has been approved;
 - your Card account is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment; and
 - you have made one Retail Transaction on your Eligible Card within 30 days of your application for your Eligible Card being approved in accordance with the terms and conditions of the Promotion.

Definitions

- “Eligible Cards” means any of the following OCBC Credit Cards:
 - OCBC 365 Credit Card
- A “new OCBC Cardmember” refers to any person who (i) currently does not hold an existing OCBC Credit Card, and (ii) has not held an OCBC Credit Card within the last six (6) months prior to the commencement of the Promotion. 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. For the avoidance of doubt, existing supplementary OCBC Credit Card cardholders who do not hold any OCBC Credit Card as a principal cardholder are eligible to participate in the Promotion.
- “Retail Transaction”:
 - includes face to face or online purchases;
 - 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;
 - 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 for the following products:
 - **OCBC 365 Credit Card**
<https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/cards/tncs-365cc-programme.pdf>
 - 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

- Eligible Cardmembers who makes one Retail Transaction within 30 days of such Eligible Cardmember’s application for an Eligible Card being approved will receive:
 - S\$250 worth of FoodPanda vouchers;
 - 6-month long PandaPro Membership worth S\$29.90;Collectively termed as “Vouchers”.
- Only 1 Eligible Card can be registered by the Eligible Cardmember for the Promotion. For avoidance of doubt, if more than 1 card has applied and approved at the same time, the Eligible Cardmember will have to choose 1 card to make the necessary Retail Transaction on.
- For principal cardmembers with supplementary Cards, Retail Transaction charged to the supplementary Card will be aggregated under the Retail Transaction for the principal Card.
- OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Retail Transaction 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 Vouchers will not be awarded.
- Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC Bank, the relevant Vouchers will be sent via email to the Eligible Cardmember’s registered email address with OCBC Bank.

- The redemption codes for the Vouchers will be sent to the Eligible Cardmember's registered email address by 11:59 PM on 31 December 2023.
- The Voucher usage is subject to the terms and conditions of Delivery Hero (Singapore) Pte Ltd (which operates Foodpanda). OCBC Bank shall not have any responsibility or liability in relation to the provision of products or services by Delivery Hero (Singapore) Pte Ltd.
- 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.
- The Promotion shall not apply in conjunction with any other privileges or promotions.
- An Eligible Cardmember's spend on any refunded transactions will not be taken into account in the computation of Retail Transaction for the purpose of determining such Eligible Cardmember's entitlement to the Vouchers.
- 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 Vouchers 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 Cardmember's accounts with OCBC Bank the equivalent value of the Vouchers if the Eligible Cardmember closes his/her Eligible Card account during, or within six (6) months from the end of, the Promotion Period. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Vouchers, OCBC Bank reserves the right to (i) withdraw the Vouchers at any time; or (ii) request the relevant customer to repay to or compensate OCBC Bank the value of the Vouchers at any time, and OCBC Bank shall have the right to debit the value of the Vouchers 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 Vouchers be withdrawn, if any Vouchers are reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Vouchers for whatsoever reasons.

General

- The eligibility of any Eligible Cardmember to participate in this Promotion and/or receive any Vouchers 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.
- 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.

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