# Terms & Conditions Governing the OCBC Credit Card Sign-Up Promotion (Online Exclusive) Promotion 16 May 2023 to 16 July 2023 (the "Promotion")

## **Promotion Period**

- 1. The promotion period shall run from:
  - 16 May 2023 to 16 July 2023 (both dates inclusive) for the OCBC 365 Credit Card and OCBC Titanium Rewards Credit Card;
  - 16 May 2023 to 31 May 2023 (both dates inclusive) for the OCBC NXT Credit Card; and
  - 1 June 2023 to 16 July 2023 (both dates inclusive) for the OCBC 90°N Card,

or such other period(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") at its absolute discretion.

(collectively the "Promotion Period").

## **Eligibility**

- 2. 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 <a href="https://www.ocbc.com/personal-banking/campaign/newcardpromo">https://www.ocbc.com/personal-banking/campaign/newcardpromo</a> in which you are prompted to select the Gift (as defined below), during the relevant Promotion Period for each type of Eligible Card (as set out at clause 1 above) and whose Card application has been approved by 11:59 PM on 31 August 2023;
  - 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 met the minimum Qualifying Spend (as defined below) on your Eligible Card during the Qualifying Spend Period (as defined below) in accordance with the terms and conditions of the Promotion.

#### **Definitions**

- 3. "Eligible Cards" means any of the following OCBC Credit Cards:
  - OCBC 365 Credit Card [from 16 May 2023 to 16 July 2023 as set out at clause 1 above]
  - OCBC Titanium Rewards Credit Card [from 16 May 2023 to 16 July 2023 as set out at clause 1 above]
  - OCBC NXT Credit Card [from 16 May 2023 to 31 May 2023 as set out at clause 1 above]
  - OCBC 90°N Card [from 1 June 2023 to 16 July 2023 as set out at clause 1 above]
- 4. 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.
- 5. "Qualifying Spend":
  - refers to any retail transaction (including 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 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 [from 16 May 2023 to 16 July 2023 as set out at clause 1 above] https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/cards/tncs-365cc-programme.pdf
    - OCBC Titanium Rewards Credit Card [from 16 May 2023 to 16 July 2023 as set out at clause 1 above]
      - https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/cards/tnc-titaniumrewards-creditcard-programme-wef-1mar23.pdf
    - OCBC NXT Credit Card [from 16 May 2023 to 31 May 2023 as set out at clause 1 above] https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/cards/tncs-nxtcard.pdf
    - OCBC 90°N Card [from 1 June 2023 to 16 July 2023 as set out at clause 1 above]

https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/cards/tncs-governing-ocbc-90n-card-programme-wef-17mar23.pdf and;

 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**

6. Eligible Cardmember shall spend the Qualifying Spend following the applicable Qualifying Spend Period in order to be entitled to receive the Gift as set out in clause 7 below:

Gift	Qualifying Spend Period
Gift A Samsonite Polygon Spinner 28" luggage	Within 30 days of the approval of your Eligible Card
Gift B S\$250 Cashback	Within 60 days of the approval of your Eligible Card

7. To qualify for the promotion, Eligible Cardmembers who meet the conditions specified herein will receive the following Gift for each relevant Offer (as set out below), subject to these terms and conditions:

Gift	Offer
Gift A Samsonite Polygon Spinner 28" luggage	Eligible Cardmember spends S\$500 of Qualifying Spend within the Qualifying Spend Period
Gift B S\$250 Cashback	Eligible Cardmember spends S\$1,000 of Qualifying Spend for every 30 days within the Qualifying Spend Period for this Offer  For example:  If your Eligible Card is approved on 1 June 2023, you will need to spend S\$1,000 by 30 June 2023 and another S\$1,000 by 30 July 2023.  (Any excess spend within each of the 30 day period will not count towards the Qualifying Spend of the other 30 day period.)

- 8. Only 1 Eligible Card can be registered by the Eligible Cardmember for the Promotion.
- 9. Each Eligible Cardmember is only entitled to receive a maximum of one Gift under the Promotion. For the avoidance of doubt, if an Eligible Cardmember applies for two Eligible Cards within the Promotion Period, he will only receive a maximum of one Gift.
- 10. For principal cardmembers with supplementary Cards, Qualifying Spend charged to the supplementary Card will be aggregated under the Qualifying Spend for the principal Card.
- 11. 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.
- 12. Eligible Cardmember will receive the Gift by the date falling four (4) months after the Eligible Cardmember's Qualifying Spend Period.
- 13. 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 Cardmember.
- 14. 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.
- 15. The Promotion shall not apply in conjunction with any other privileges or promotions.
- 16. An Eligible Cardmember's spend on any refunded transactions will not be taken into account in the computation of Qualifying Spend for the purpose of determining such Eligible Cardmember's entitlement to the Gift.

- 17. 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 Gift 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.
- 18. 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 Cashback 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 Cashback, OCBC Bank reserves the right to (i) withdraw the Cashback at any time; or (ii) claw-back the Cashback or request the relevant customer to repay to or compensate OCBC Bank the value of the Cashback at any time, and OCBC Bank shall have the right to debit the value of the Cashback 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 Cashback be withdrawn, if any Cashback is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Cashback for whatsoever reasons.

### Additional terms and conditions in relation to Gift A

- 19. An Eligible Cardmember who has selected and is eligible for Gift A will be notified during the Fulfilment Period via an SMS or Electronic Direct Mailer to an Eligible Cardmember's mobile number or email address registered with the Bank ("Notification"). The Gift must be collected within the stipulated timeframe stated in the Notification and no early or late collection will be entertained.
- 20. The Gifts are strictly not transferrable or exchangeable for cash, credit or other gifts or otherwise in full or in part. No payment or compensation whether in cash, credit or in kind shall be made for any uncollected, lost, misplaced, defaced, stolen or damaged Gifts. The Gifts cannot be replaced if lost, misplaced, defaced, stolen or damaged.
- 21. Redemption of Gift A pursuant to the Notification is subject to the terms and conditions of Short-Q Pte Ltd. (which operates the Short-Q Redemption Centre). OCBC Bank shall not have any responsibility or liability in relation to the provision of products or services by Short-Q Pte. Ltd.
- 22. In the event that Gift A is available in multiple colours or other cosmetic variations, Eligible Cardmembers will not be able to select a colour or cosmetic variation, and will receive one at random. No requests for replacement shall be entertained.
- 23. 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

- 24. The eligibility of any Eligible Cardmember to participate in this Promotion and/or receive any Cashback shall be determined at the absolute discretion of OCBC Bank.
- 25. 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.
- 26. 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.
- 27. 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.
- 28. 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.
- 29. 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.

Version Date: 10 July 2023