

Terms & Conditions Governing the OCBC Debit Card Spend Promotion Jan 2024 (the “Promotion”)

Promotion Period

1. The promotion period shall run from 16 January 2024 Singapore Time (SGT) 00:00 to 29 February 2024 SGT 23:59 (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 be eligible for the Promotion (“Eligible Cardmember”) if:
 - a. you are an existing OCBC Debit Cardmember;
 - b. you have received an SMS from OCBC Bank inviting you to participate in the Promotion (please note that the invitation to participate in the Promotion is not transferrable);
 - c. you hold a valid OCBC Debit Card (“Eligible Card”);
 - d. you have made a minimum of 3 Qualifying VISA Transactions (defined in Clause 9) of at least S\$10 each during the Promotion Period on the Eligible Card; and
 - e. Your Eligible Card account (the “Account”) is active and in good standing with OCBC Bank during the Promotion Period.

Promotion Mechanics

3. Eligible Cardmembers who meet the requirements in these terms and conditions specified herein are entitled to receive up to S\$30 cashback (“Cashback”). The exact amount of cashback that Eligible Cardmembers are entitled to receive is as per stated in the SMS that was sent to their mobile number registered with OCBC Bank.
4. Cashback earned will be limited to the first 4,000 Eligible Cardmembers who have met the requirements in these terms and conditions specified herein during the Promotion Period.
5. For avoidance of doubt, Cardmembers shall not be entitled to the cashback for any amount charged that does not amount to a minimum of S\$10 for each Qualifying Transaction. As an illustration, a customer who spends S\$9.90 in a single transaction, or who spends S\$5 in one transaction and S\$5 in another transaction, will not be awarded any Cashback
6. OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying 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 Cashback will not be awarded.

Cashback

7. Subject to the fulfilment of all the conditions specific in these terms and conditions to the absolute satisfaction of OCBC Bank, the Cashback will be credited into the Account within two (2) months, following the end of the Promotion Period. For illustration:

Promotion Period	Cashback credited by
16 Jan to 29 Feb 2024	30 Apr 2024

8. For avoidance of doubt, OCBC reserves the right to determine the Account which the Cashback will be credited into
9. For avoidance of doubt, each Eligible Cardmember is only entitled to receive the Cashback once if they meet the requirements in these terms and conditions specified herein, regardless of the number of invitations received or number of OCBC Debit cards held.

Definitions

10. "Qualifying Transaction"
 - a. refers to any transaction of a minimum of S\$10 made on the Eligible Card;
 - b. 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;
 - c. 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, transactions made at TransitLink General Ticketing Machines, NETS point-of-sale transactions, funds to pre-paid accounts and merchants who are categorized as "payment service providers" including (without limitation) EZ-Link, NETS FlashPay, Transit Link, GrabPay, YouTrip, Shopee Pay, Singtel Pay;
 - d. does not include payments made to or transactions performed at merchants that fall into the exclusion categories/excluded organisations as set out below:

Merchant Category Codes ("MCC")	Description
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities – Electric, Gas, Water, and Sanitary
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	Financial Institutions – Manual Cash Disbursements
6012	Financial Institutions – Merchandise, Services, and Debt Repayment
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
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, Maintenance and Janitorial Services

7523	Parking Lots, Parking Meters and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, OffTrack Betting, and Wagers at Race Tracks
8062	Hospitals
8211	Elementary and Secondary Schools
8220	Colleges, Universities, Professional Schools, and Junior Colleges
8241	Correspondence Schools
8244	Business and Secretarial Schools
8249	Vocational and Trade Schools
8299	Schools and Educational Services (Not Elsewhere Classified)
8398	Charitable Social Service Organizations
8651	Political Organizations
8661	Religious Organizations
8675	Automobile Associations
8699	Membership Organizations (Not Elsewhere Classified) <i>For example – art clubs, historical clubs, labor unions</i>
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

- e. For the avoidance of doubt, MCCs are not assigned by OCBC Bank. A merchant's registered MCC may not always correspond with its nature of business, and OCBC Bank shall not be liable in any way whatsoever to any Cardmember relating to the categorisation of a merchant's MCC;
- f. For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a "Qualifying Transaction"; and
- g. Refunded transactions will be deducted from the computation of number of Qualified Transactions and consequently, from the Cashback calculation.

General

11. These Terms and Conditions together with the terms of the OCBC Cardmembers Agreement (as may be amended, modified and supplemented by OCBC from time to time) shall govern and apply to this Promotion. 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 this Promotion.
12. 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 in these Terms and Conditions.
13. Subject to the fulfilment of the requirements in these terms and conditions to the absolute satisfaction of OCBC Bank, the Cashback will be credited into the Eligible Cardmember's Account. The Eligible Cardmember's Account must be active and in good standing at the time of crediting.

14. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
15. If the requirements are set out in these terms and conditions are not fulfilled, OCBC Bank reserves the right not to credit the Cashback into (or if the Cashback has been credited, to debit the value of the Cashback from) any account(s) of the relevant customer.
16. 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 Cashback 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.
17. The eligibility of any Eligible Cardmember to participate in the Promotion or to receive the Cashback shall be determined at the absolute discretion of OCBC Bank.
18. 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 cardholder and the dates of the Promotion.
19. The Cashback is not transferrable or exchangeable for other items. OCBC Bank reserves the right to replace the Cashback with any item of similar value.
20. 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 Cashback 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 Cashback, OCBC Bank reserves the right to (i) forfeit or withdraw the Cashback at any time; or (ii) (where the Cashback has been redeemed) 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 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 Cashback be forfeited or 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.
21. 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.
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. The decision of OCBC Bank on all matters relating to this 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 this Promotion, these terms and conditions will prevail.

24. By participating in the Promotion, Eligible Cardmembers consent to:
 - a. OCBC Bank collecting and using their personal data, including but not limited to their names, mobile numbers, and email addresses, (“Personal Data”) for the purposes of verifying their identity, assessing their eligibility for the Promotion, contacting them, and administering the Promotion (including the redemption of any prize, gift, or reward) (the “Purposes”);
 - b. OCBC Bank disclosing their Personal Data to OCBC Bank’s third-party vendors and agencies for the same Purposes; and
 - c. the collection, use and disclosure of their Personal Data for other applicable purposes in accordance with OCBC’s Data Protection Policy (accessible at: <https://www.ocbc.com/personal-banking/policies>).

25. 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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