

## TERMS AND CONDITIONS GOVERNING OCBC INFINITY CASHBACK CARD PROGRAMME

The OCBC INFINITY Cashback Card Programme ("**Programme**") is a programme that offers "**Cashback**" (as defined below) to all OCBC INFINITY Cashback 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. CASHBACK

- 1.1 Subject to Clauses 1.4 and 1.5, Cardmembers will earn 1.6% Cashback ("**Cashback**") for every S\$1 spent on their OCBC INFINITY Cashback Card "**Card**".
- 1.2 There is no minimum spending required for Cardmembers to earn Cashback.
- 1.3 There is no cap on the amount of Cashback that a Cardmember can earn each month.
- 1.4 Cashback 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, 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 earn Cashback:

MCC	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 Cashback is applied on the sum of posted transactions in the calendar month, then rounded to the nearest 2 decimal places. Any Cashback awarded will be reflected in the

Billing Statement provided on a monthly basis. Such Cashback will be automatically offset against that month's billed amount.

- 1.7 Cashback earned will be credited into the Principal Cardmember's Card Account in the following month based on posted transactions. Cashback earned by a Supplementary Cardmember will be credited to the Card Account of the Principal Cardmember.
- 1.8 We reserve the right to vary the percentage of the Cashback without notice.
- 1.9 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 Cashback to be awarded in that calendar month.
- 1.10 Refunded transactions will be deducted from the relevant billed amount taken into consideration for the computation and award of Cashback. Any reversed portion of Cashback will be reflected in the Billing Statement of the following month.
- 1.11 OCBC Bank reserves the right to revoke, deduct and/or recompute any Cashback 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.
- 1.12 The Cashback cannot be transferred, assigned or carried over to any other card issued by OCBC Bank.
- 1.13 OCBC Bank reserves the right to replace the Cashback with another item or kind of reward as we may determine without notice at any time or from time to time.
- 1.14 OCBC Bank reserves the right at any time without giving any reason or notice to the Cardmember to deduct, withdraw or cancel any Cashback awarded to you without liability. Cardmember will not be entitled to any payment or compensation whatsoever in respect of such deduction, withdrawal or cancellation.
- 1.15 The crediting of Cashback to Cardmember's Card Account will be entirely at our discretion and we shall not be liable or responsible for any loss or damage suffered or incurred by any Cardmember in connection with the OCBC INFINITY Cashback Card.
- 1.16 All Cashback will be awarded in accordance with, among other things, the relevant recognised universal merchant category codes designated by the relevant merchant. As such, OCBC Bank shall not be liable in any way whatsoever to reward any Cashback or compensate any Cardmember for any losses, liabilities, expenses or claims suffered or incurred by any such Cardmember if a relevant merchant classifies its universal merchant category code inaccurately and thereby causing the inability of OCBC Bank to reward any Cashback to any Cardmember.
- 1.17 The main business activity of a merchant and any card transaction performed at merchants are classified under MCCs assigned by Visa/Mastercard, which are determined by the merchant and the merchant's acquiring bank. The main business activity of a merchant and the assigned MCC is not determined by OCBC Bank.

## 2. GENERAL

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

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 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.

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