

## Terms and Conditions Governing the OCBC Spend and Buy Miles Promotion

### Promotion Period

1. The Promotion Period shall run from 01 May 2023 to 30 June 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

2. You will qualify for the Promotion (“Eligible Cardmember”) if:
  - i. you are an existing Principal OCBC Credit Cardmember with an Eligible Card (as defined below) (Supplementary Cardmembers will not be eligible for the Promotion); and
  - ii. you have received an official SMS, EDM or Push Notification message (an “Invitation”) from OCBC to participate in this Promotion. For avoidance of doubt, the Invitation to participate is not transferrable; and
  - iii. you have enrolled in this Promotion by sending an SMS to 72377 with: MILES <space> Date of Birth[DDMMYY] <space> Your 10-digit KrisFlyer no. (E.g. MILES 010203 0123456789) and ensured that the details in the SMS are correct for OCBC Bank’s processing; and
  - iv. you have spent the amount of Qualifying Spend (as defined below) on the card during the Promotion Period in accordance with the terms and conditions of the Promotion; and
  - v. your OCBC Credit Card accounts are active and in good standing with OCBC Bank from the start of the Promotion Period until six (6) months after the end of the Promotion Period.

### Definitions

3. “Eligible Card” refers to the OCBC Credit Card that is listed in the Invitation that you have received for this Promotion.
4. “Qualifying Spend”:
  - i. refers to any retail transaction (including face-to-face or online purchases);
  - ii. does not include payments or transactions relating to all card fees and charges, annual card fees, interest, late payment charges, goods and services taxes, cash advances, balance transfers, Cash-on-Instalments, other bank fees and charges, income tax payment, bill payments made via Internet Banking and AXS, membership fees, 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;
  - iii. does not include transactions made with the following Merchant Category Codes (“MCC”):

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

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.

- iv. will be determined by its transaction date based on Singapore Timing (UTC+08:00) and must be posted for the spend to be qualified. 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; and
- 5. For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a “Qualifying Transaction”.
- 6. Refunded or cancelled transactions will be deducted from the relevant billed amount taken into consideration for the computation of Qualifying Spend.

**Promotion Mechanics**

- 7. Eligible Cardmembers who meet the minimum amounts of Qualifying Spend (“Minimum Qualifying Spend”) during the Promotion Period will be able to enjoy KrisFlyer Miles (the “Gift”) by paying a Fee (as defined below):

Minimum Qualifying Spend	Gift	Fee
S\$20,000	48,000 KrisFlyer Miles	S\$788
S\$50,000	80,000 KrisFlyer Miles	S\$1,288

- 8. Upon meeting the terms and conditions of this Promotion, the Fee will be charged to the Eligible Cardmember’s Eligible Card and the Gift will be credited to the Eligible Cardmember’s KrisFlyer account (as provided at point of enrolment) by 31 August 2023. For illustration, if an Eligible Cardmember has made a Minimum Qualifying Spend of S\$20,000 during the Promotion Period, a Fee of S\$788 will be charged and 48,000 KrisFlyer Miles will be credited by 31 August 2023. If an Eligible Cardmember has made a Minimum Qualifying Spend of S\$50,000 during the Promotion

Period, a Fee of S\$1,288 will be charged and 80,000 KrisFlyer Miles will be credited by 31 August 2023.

9. Each Eligible Cardmember is entitled to a maximum of one (1) Gift upon meeting the terms and conditions of this Promotion. For avoidance of doubt, each Eligible Cardmember is only entitled to receive the Gift once regardless of the number of Invitations it received from OCBC Bank.
10. For principal cardmembers with supplementary cards, the Gift will be awarded for the aggregated spend on both the principal card and supplementary card.
11. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
12. 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 from which the Qualifying Spend is computed is not to be considered a valid transaction, the Gift will not be awarded.
13. OCBC Bank reserves the right to claw-back and deduct from the Eligible Cardmember's OCBC Card account (the "Account") the equivalent value of the Gift in the event the Account is closed or terminated by the Cardmember or OCBC Bank, during, or within six (6) months from the end of the Promotion Period. Further, if any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Gift (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) forfeit or withdraw the Gift at any time; or (ii) (where the Gift has been utilized) claw-back the Gift from other OCBC accounts or request the relevant customer to repay to or compensate OCBC Bank the value of the Gift at any time, and OCBC Bank shall have the right to debit the value of the Gift 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 Gift be forfeited or withdrawn, if any Gift is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Gift for whatsoever reasons.
14. Refund of the Fee paid shall not be entertained or allowed.

#### **KrisFlyer Related Benefits**

15. The Eligible Cardmember is aware that the terms and conditions of the Singapore Airlines' KrisFlyer Programme shall apply and agrees to be bound by the said terms and conditions.
16. The Eligible Cardmember understands and agrees that the successful charging of the Fee and awarding of the Gift under this Promotion may take up to 2 months from the end of the Promotion Period. Notwithstanding anything stated herein, OCBC shall not be liable for any delay in the process for any reason whatsoever (including without limitation, delay due to incorrect information or due to system constraints and errors).
17. For the avoidance of doubt, the KrisFlyer Miles will be credited to the relevant Eligible Cardmember's KrisFlyer membership account and it is the Eligible 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 shall not be responsible for any losses, damages, claims, expenses, fees or liabilities howsoever incurred or suffered by any Eligible Cardmember in relation to or as a result of the transfer of any KrisFlyer Miles to the relevant Eligible Cardmember's KrisFlyer membership account.

#### **General**

18. The eligibility of any Eligible Cardmember to participate in this Promotion and/or to receive any Gift shall be determined at the absolute discretion of OCBC Bank.
19. 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.
20. 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.
21. 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.
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. 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.