

## Terms and Conditions governing the OCBC Titanium Credit Card Up to S\$15 Cashback Promotion (the “Promotion”)

### Promotion Period

1. The Promotion Period is per specified in the short message service or electronic direct mail that Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) sends to you.

### Eligibility

2. You will be eligible for the Promotion (“Eligible Cardmember”) if:
  - a. you are an existing holder of an Eligible Card (defined below) who have received the Invitation to participate in the Promotion. For avoidance of doubt the Invitation is not transferrable;
  - b. you have made a minimum of 1 Qualifying Transaction (defined below) of at least S\$10 during the Promotion Period on your Eligible Card in accordance with the terms and conditions of the Promotion; and
  - c. your Eligible Card account (the “**Account**”) is active and in good standing with OCBC Bank during the Promotion Period.

### Definitions

3. “Eligible Card” refers to the OCBC Titanium or OCBC Titanium Rewards Credit Card with the last 6 digits that correspond with the last 6 digits listed in the Invitation that you have received for this Promotion.
4. “Qualifying Transaction”:
  - a. refers to any retail transaction (including face to face or online purchases);
  - b. 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;
  - c. does not include payments or transactions performed at merchants that fall into the exclusion categories/excluded organisations as set out below:

MCC	Excluded Organisation
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)
5262	Marketplaces (only for Shopee Pay)
5960	Direct Marketing Insurance Services
5993	Cigars Stores and Stands
6010	Banks - Manual /Automated Cash Disbursement
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, OffTrack 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	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; and

- d. 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

5. Subject to these terms and conditions, Eligible Cardmembers who meet the requirements in these terms and conditions will be entitled to receive **S\$1 cashback (“Cashback”)** for each Qualifying Transaction of at least S\$10 performed during the specified Promotion Period, up to a maximum of S\$15 Cashback.
6. For avoidance of doubt, Cardmembers shall not be entitled to any partial or pro-rated cashback for any amount charge that does not amount to S\$10 for each Qualifying Transaction. As an illustration, a customer who spend 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.

For illustration:

Number of Qualifying Transaction(s) and spend amount	No of Qualified Transactions	Cashback
1 (minimum S\$10)	1	S\$1
3 (S\$5, S\$10 and S\$20)	2	S\$2
5 (minimum S\$10 each)	5	S\$5
20 (minimum S\$10 each)	20	S\$15 (maximum rebate)

7. 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.
8. 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.
9. The Cashback will be credited by the end of the following month from the Promotion Period.

For illustration:

Promotion Period	Cashback credited by
1 to 31 January 2023	28 February 2023

10. For avoidance of doubt, each Eligible Cardmember is only entitled to receive the Cashback once regardless of number of Invitations received.
11. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
12. Refunded transactions will be deducted from the computation of number of Qualified Transactions and consequently, from the Cashback calculation.
13. 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.
14. 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.
15. 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 Gift 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 Gift, OCBC Bank reserves the right to (i) forfeit or withdraw the Gift at any time; or (ii) (where the Gift has been redeemed) claw-back the Gift 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 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 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.

## **General**

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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 (Cap 53B) to enforce any of these terms and conditions.