

# Terms & Conditions Governing the OCBC 90°N Card Luggage Sign Up Promotion (the "Promotion")

#### **Promotion Period**

1. The promotion period shall run from 12 April 2023 Singapore Time (SGT) 00:00 to 30 June 2023 SGT 23:59 (both dates inclusive), or such other periods(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 Customer") if:
  - a. you are a new OCBC Cardmember (as defined below) who has applied for an Eligible Card
    (as defined below) during the Promotion Period via OCBC.com channels in which you are
    prompted to select the Gift (as defined below);
  - b. and whose Card application is approved during the Promotion Period;
  - c. your Card account is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment;
  - d. you have spent a minimum of S\$500 of Qualifying Spend ("Minimum Qualifying Spend") during the Eligible Period (as defined below) on your Card in accordance with the terms and conditions of the Promotion.

#### **Definitions**

- 3. "Eligible Cards" means any of the following OCBC Cards:
  - a. OCBC 90°N Mastercard
  - b. OCBC 90°N Visa Card
- 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 in the previous six (6) months. 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 Cards as a principal cardholder are eligible to participate in the Promotion.
- 5. "Qualifying Spend":
  - 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 made to or transactions performed at merchants that fall into the exclusion categories/excluded organisations as set out by OCBC Bank in the Terms and conditions governing the OCBC 90°N Card programme (available at OCBC website > Personal Banking > Cards > OCBC 90°NCard).

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**

6. Eligible Customers shall spend the Minimum Qualifying Spend during the following applicable eligible periods ("Eligible Period") in order to be entitled to receive a Samsonite luggage (the "Gift").

Card Approval Month	Applicable Eligible Period
April 2023	Date of card approval to 31 May 2023
May 2023	Date of card approval to 30 June 2023
June 2023	Date of card approval to 31 July 2023

- 7. For principal cardmembers with supplementary Cards, the computation of the Qualifying Spend will be based on the aggregated spend on both the principal Card and supplementary Card.
- 8. Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Gift.
- 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.
- 10. 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 both the OCBC 90°N Mastercard or OCBC 90°N Visa Card within the Promotion Period, he will only receive a maximum of one Gift.
- 11. The Promotion is limited to the first 1,000 Eligible Cardmembers who meet the conditions set out in these terms and conditions during the Promotion Period.
- 12. 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.
- 13. The Promotion shall not apply in conjunction with any other privileges or promotions. For avoidance of doubt, Eligible Cardmembers participating in this promotion will be excluded from the ongoing OCBC 90°N Card 55,000 Miles Acquisition Campaign Promotion.
- 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 Gift awarded to any Eligible Cardmember without liability. A Cardmember 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 Cardmember's accounts with OCBC Bank the equivalent value of the Gift if the Eligible Cardmember closes his/her Eligible Card 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 Gift, OCBC Bank reserves the right to (i) withdraw the Gift at any time; or (ii) claw-back the Gift or request the relevant Cardmember 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 Cardmember. No person shall be entitled to any payment or compensation from OCBC Bank should any Gift be withdrawn, if any Gift is reclaimed by OCBC Bank, or if a Cardmember is asked to repay to or compensate OCBC Bank the value of the Gift for whatsoever reasons.

#### Gift

- 16. Eligible Customers who qualify to receive the Gift will receive it within 3 months after the end of the Promotion Period.
- 17. The redemption letter for the Gift will be mailed to an Eligible Customer's mailing address. The Gift must be collected within the stipulated timeframe stated in the redemption letter and no late collection will be entertained, where applicable.
- 18. 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.
- 19. Redemption of the Gift pursuant to a Redemption Letter is subject to the terms and conditions of Short-Q Redemption Centre. Please refer to the website of Short-Q Redemption Centre for full details, which can be found at shortq.sg.
- 20. 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

- 21. By participating in the Promotion, you hereby agree and consent to OCBC Bank and its third party vendors collecting, using, and disclosing your personal data provided to OCBC and its third party vendors as part of the Gift redemption process for the purposes of determining your eligibility for the Gift, verifying your identity and fulfilling this Promotion, in accordance with OCBC's Data Protection Policy which can be accessed via the OCBC website > Personal Banking > Policies.
- 22. 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.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. 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.

27. 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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