Terms and Conditions Governing OCBC Open Electricity Market Promotion (May 2019) with Sembcorp Power (the "Promotion")

## **Promotion Period**

1. The Promotion shall run from 1 May 2019 to 30 June 2019, both dates inclusive ("Promotion Period").

## **Eligibility**

- 2. You are eligible to take part in the Promotion ("Eligible Cardmembers") if:
  - (a) you are an existing OCBC Consumer Credit or Debit Cardmember; and
  - (b) your OCBC Credit and Debit Card account(s) are in good standing with OCBC during the Promotion Period; and
  - (c) during the Promotion Period, you are among the first 3,000 new customers that (i) signed up for a Sembcorp residential electricity price plan ("Sembcorp Plan") (ii) successfully set-up payment on a recurring basis to an OCBC Credit or Debit Card by 31 July 2019, of which the first electricity bill must be paid by 15 September 2019.

For the avoidance of doubt, even if your first Sembcorp Plan bill is charged on a recurring basis to an OCBC Credit or Debit Card but paid after 15 September 2019, you will not qualify for the Promotion.

## **Promotion and Rebate**

- 3. Each Eligible Cardmember shall receive a one-time S\$40 cash rebate upon full payment of first month's Sembcorp Plan bill payment on any OCBC Consumer Credit or Debit Card. The first month bill must be fully paid up by 15 September 2019 in order for the Eligible Cardmember to earn the cash rebate.
- 4. The cash rebate shall be credited to the Eligible Cardmember's Credit or Debit Card account by 31 October 2019.
- 5. Maximum amount of cash rebate is \$\$40 per principal Eligible Cardmember, regardless of total number of cards available. Supplementary cardmember's spending will be rolled up into the principal Eligible Cardmember's account and the total amount of cash rebate shall be capped at \$\$40.
- 6. The following cards are not eligible for the Promotion: OCBC Private Label Cards, OCBC Corporate Cards, BOS Voyage Corporate Cards and all OCBC Business Debit Cards.

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- 7. Only payments for a Sembcorp Plan charged on a recurring basis to the OCBC Credit or Debit Card ("Eligible Transactions") qualifies for the Promotion.
- 8. The following transactions **do not qualify** as Eligible Transactions:
  - (a) Transactions made via NETS;
  - (b) Cash on Instalment,
  - (c) Instalment Payment Plan;
  - (d) Internet Banking;
  - (e) Payment through AXS and/ or SAM platform;
  - (f) Any one-time payment through any platform or channel; and
  - (g) Sign up of Sembcorp Plan through online, mobile application, mail, roadshows or telephone orders.

In the event of any ambiguity, OCBC retains the right to determine whether a transaction qualifies as an Eligible Transaction

- 9. In the event an Eligible Transaction is cancelled or reversed (either in whole or in part) for any reason within 12 months from the date of full payment, OCBC reserve the right to debit the corresponding value of the cash rebate from the card account that it was credited into.
  - For the avoidance of doubt, this means that OCBC has the right to clawback the cash rebate previously awarded if the recurring payment arrangement is terminated within 12 months from the date the first recurring payment was charged.
- 10. By participating in this Promotion, each Eligible Cardmember authorises OCBC to disclose to any party (including the Electricity Partner), any particulars of the Eligible Cardmember as OCBC may consider necessary, for the purposes of administering this Promotion.

## General

- 11. OCBC has the right to end or withdraw the Promotion without giving you notice.
- 12. If there is any difference between these terms and conditions and any brochure, marketing or promotional material relating to this Promotion, these terms and conditions will prevail
- 13. OCBC has the absolute discretion to amend, vary or change these terms and conditions without your consent or providing any notice to you.
- 14. These terms and conditions shall be governed by the laws 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.