

## **Terms & Conditions Governing the OCBC 365 Credit Card National Day Promotion (the "Promotion")**

### **Promotion Period**

1. The promotion period shall run from 1 August 2021 to 31 August 2021 (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:
  - a. You are an existing OCBC 365 Credit Cardmember;
  - b. Your OCBC 365 Credit Card account is active and in good standing with OCBC Bank during the Promotion Period; and
  - c. You have registered for the Promotion via SMS during the Promotion Period according to the format below, and received an SMS from OCBC Bank confirming successful registration:

365GC<space>Last 6 digits of your OCBC 365 Credit Card to 72377  
Example: 365GC 123456

### **Definitions**

3. "Qualifying Spend":
  - a. refers to any retail transaction (including face to face or online purchases) on the OCBC 365 Credit Card;
  - 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, contactless payments 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 ["Terms and conditions governing OCBC 365 Credit Card Cashback Programme"](#); 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**

4. Eligible Cardmembers who make a minimum S\$800 of Qualifying Spend during the Promotion Period (the "Minimum Spend Requirement") will earn a 5.6% Cashback on their groceries spend ("Cashback"), subject to these terms and conditions.
5. For Eligible Cardmembers with supplementary cards, the Cashback will be awarded for the aggregated spend on both the main OCBC 365 Credit Card and supplementary OCBC 365 Credit Card.
6. 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 Cashback will not be awarded.

## Cashback

7. Subject to the fulfilment of these terms and conditions to the absolute satisfaction of OCBC Bank, the first 3% of the Cashback will be credited into the Eligible Cardmember's OCBC 365 Credit Card account by the end of the month following the posted transaction in accordance with the OCBC 365 Credit Card Cashback Programme, and the remaining 2.6% of the Cashback will be credited into the Eligible Cardmember's OCBC 365 Credit Card account within 2 months after the posted transaction.
8. Transactions made through third party providers such as Deliveroo, Foodpanda, Grabfood and GetzPay will not qualify for the Promotion.
9. The Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
10. The total cashback awarded under the Promotion is inclusive of the maximum 3% Cashback you can enjoy under the [OCBC 365 Credit Card Cashback Programme](#). The maximum Cashback each Eligible Cardmember can receive under the Promotion and the OCBC 365 Credit Card Cashback Programme is S\$80 per month.
11. If the conditions 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 Eligible Cardmember.
12. Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.
13. 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.
14. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) withdraw the Cashback at any time; or (ii) claw-back the Cashback or request the relevant customer to repay to or compensate OCBC Bank the value of the Cashback at any time, and OCBC Bank shall have the right to debit the value of the Cashback 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 Cashback be withdrawn, if any Cashback is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Cashback for whatsoever reasons.

## General

15. The eligibility of any Eligible Cardmember to receive the Cashback shall be determined at the absolute discretion of OCBC Bank.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.

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