

# Terms & Conditions Governing the S\$80 Watsons Promotion (the "Promotion")

### **Promotion Period**

1. The promotion period shall run from 2 to 31 May 2024 (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 be eligible for the Promotion ("Eligible Cardmember") if:
  - a. you are a new OCBC Cardmember who has applied for either OCBC 365 Credit Card or OCBC Rewards Credit Card ("Eligible Card") and whose Card application is approved, by 11:59 PM on 30 June 2024; and
  - b. your Card account is active and in good standing with OCBC Bank from the start of the promotion Period until the point of fulfilment; and
  - c. you have met the minimum Qualifying Spend (as defined below) on your Eligible Card during the Qualifying Spend Period (as defined below) in accordance with the terms and conditions of the Promotion.

# Definitions

- 3. "Qualifying Transactions":
  - 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 for the following product(s):
    - OCBC 365 Credit Card <u>https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/cards/tncs-</u> governing-365-cc-cashback-programme-1april24.pdf
    - OCBC Rewards Card <u>https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/cards/tncs-ocbc-</u> <u>rewards-card-15x-ocbcdollars-q1-24-campaign.pdf</u>
  - 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.
- 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 within the last twelve (12) months prior to the commencement of the Promotion. Applicants who had cancelled existing OCBC credit card facilities within the last twelve (12) 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 cardmember who do not hold any OCBC credit card as a principal cardmember are eligible to participate in the Promotion.

5. Should customer sign up for both OCBC 365 Credit Card and OCBC Rewards Card, and meet the Qualifying Transactions for both cards, the Cardmember shall only be awarded <u>one</u> Gift.

#### **Promotion Mechanics**

6. Eligible Cardmember shall spend S\$300 of Qualifying Transactions within 30 days of the approval of your Eligible Card ("Qualifying Spend Period") to be entitled to receive:

# Watsons vouchers of S\$40 x 2 ("Gift").

- 7. The **Watsons vouchers** can only be used for in-store purchases. It cannot be used for online purchases.
- 8. 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 Gift will not be awarded.
- 9. For principal Eligible Card cardmembers with supplementary Eligible Cards, the Gift will be awarded for the aggregated Qualifying Transactions on both the principal Eligible Card and supplementary Eligible Card.
- 10. Subject to the fulfilment of the requirements in these terms and conditions to the absolute satisfaction of OCBC Bank, the Gift will be sent to the Eligible Cardmember's registered phone number via SMS within four (4) months after meeting all necessary conditions, as specified under clauses 3 & 4.
- 11. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
- 12. If the requirements are set out in these terms and conditions are not fulfilled, OCBC Bank reserves the right not to send the Gift codes to the Cardmember.
- 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 Gift 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. 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 twelve (12) 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) 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 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

- 15. The eligibility of any Eligible Cardmember to participate in the Promotion or to receive the Gift 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 cardmember 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 2001 to enforce any of these terms and conditions.
- 21. By participating in this Promotion, the Eligible Customer hereby agrees and consents to the collection, use and disclosure of their personal data by OCBC Bank and its related corporations (collectively, "OCBC Group") for the purposes of managing and administering this Promotion, and such other related purposes, in accordance with OCBC's Data Protection Policy (which can be accessed via the OCBC website > Personal Banking > Policies).

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