

Terms & Conditions Governing the OCBC NXT Credit Card Promotion 21 November 2023 to 31 January 2024 (the “Promotion”)

Promotion Period

1. The promotion period shall run from 21 November 2023 to 31 January 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 qualify for the Promotion (“Eligible Cardmember”) if:
 - i. you are an existing principal OCBC Credit Cardmember; and
 - ii. you have received a communication inviting you to participate in this promotion; and
 - iii. you have applied for an Eligible Card as a principal cardmember via the link stipulated in the communication during the Promotion Period and whose Card application has been approved by 11:59 PM on 29 February 2024; and
 - iv. 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
 - v. 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. “Eligible Cards” means any of the following OCBC Credit Cards, which you do not currently hold as principal OCBC Credit Cardmember, or have held within the past 6 months before the start of this Promotion till the end of this Promotion:

- OCBC NXT Credit Card

For avoidance of doubt, any Eligible Cards which you currently hold or have cancelled within the past 6 months till end of this Promotion will not be considered as Eligible Cards for this promotion.

4. “Qualifying Spend”:
 - i. refers to any retail transaction (including face to face or online purchases);
 - ii. 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;
 - iii. 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 products:

OCBC NXT Credit Card
<https://www.ocbc.com/iwov-resources/sg/ocbc/personal/pdf/cards/tncs-nxtcard.pdf>
 - iv. 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;
 - v. any refunded or cancelled transactions will be removed from the computation of Qualifying Spend for the purpose of determining such Eligible Cardmember’s entitlement to the Offer.

Promotion Mechanics

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

Cashback of S\$50 ("Cashback").

6. Only 1 Eligible Card can be registered by the Eligible Cardmember for the Promotion. In the event if the Eligible Cardmember applies for more than one (1) Eligible Card, the Qualifying Spend will have to be met on at least 1 card to qualify. For the avoidance of doubt, if an Eligible Cardmember applies for two Eligible Cards within the Promotion Period, Cardmember will only receive a maximum of one Gift.
7. For principal cardmembers with supplementary Cards, Qualifying Spend charged to the supplementary Card will be aggregated under the Qualifying Spend for the principal Card.
8. 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.
9. Eligible Cardmember will receive the Gift by the date falling four (4) months after the Eligible Cardmember's Qualifying Spend Period.
10. 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.
11. The Promotion shall not apply in conjunction with any other privileges or promotions.
12. 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.
13. 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 account 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 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 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

14. The eligibility of any Eligible Cardmember to participate in this Promotion and/or receive any Gift shall be determined at the absolute discretion of OCBC Bank.
15. 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 customer and the dates of the Promotion.
16. 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.
17. 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.
18. 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.
19. 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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