

## Terms & Conditions Governing the OCBC \$300 NTUC FairPrice Acquisition Campaign (the "Promotion")

### Promotion Period

1. The promotion period shall run from 25 January 2024 to 31 March 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:
  - a) you have received an electronic direct mail (eDM), or a direct mailer, or an SMS, or a telesales call from OCBC Bank inviting you to participate in the Promotion ("Invitation") (please note that the Invitation is not transferrable);
  - b) you are an existing OCBC Cardmember who has applied for any one of the following OCBC Credit Cards ("Eligible Card") in the Invitation during the Promotion Period;
    - OCBC INFINITY Cashback Card
    - OCBC 365 Credit Card
    - OCBC Rewards Card
    - OCBC 90°N Card (Visa/ Mastercard)
    - OCBC FRANK Credit Card
    - OCBC NXT Credit Card
  - c) your Eligible Card account is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment; and
  - d) you are within the first 1,500 customers who have made at least \$100 on Qualifying Spend within 30 days from the date of Eligible Card approval on the Eligible Card in accordance with the terms and conditions of the Promotion.

### Definitions

3. "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, 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 at:
    - OCBC INFINITY Cashback Card: OCBC website > Personal Banking > Cards > OCBC INFINITY Cashback Card > Terms and conditions > Terms and Conditions governing OCBC INFINITY Cashback Card Programme
    - OCBC 365 Credit Card: OCBC website > Personal Banking > Cards > OCBC 365 Credit Card > Terms and conditions > Terms and Conditions governing OCBC 365 Credit Card Cashback Programme
    - OCBC Rewards Card: OCBC website > Personal Banking > Cards > OCBC Rewards Card > Terms and conditions > OCBC Rewards Card (formerly known as OCBC Titanium Rewards Credit Card) Programme (with effect from 1 November 2023)
    - OCBC 90°N Card (Visa/ Mastercard): OCBC website > Personal Banking > Cards > OCBC 90°N Card > Terms and conditions > Terms and Conditions governing OCBC 90°N Card Programme (with effect from 17 March 2023)

- OCBC FRANK Credit Card: OCBC website > Personal Banking > Cards > FRANK Credit Card > Terms and conditions > (Revised) Terms and Conditions governing FRANK Credit Card Cashback Programme (with effect from 1 November 2022)
- OCBC NXT Credit Card: OCBC website > Personal Banking > Cards > OCBC NXT Credit Card > Terms and conditions > Terms and Conditions governing OCBC NXT Credit Card

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 that fulfil the requirements set out in these terms and conditions will receive the Welcome Gift ("Gift") of S\$300 NTUC FairPrice Vouchers ("Vouchers").
5. The NTUC FairPrice vouchers will be sent to the Eligible Cardmember's registered mailing address based on the following schedule:
  - a) Cards approved in the month of *February 2024* – by *31 May 2024*
  - b) Cards approved in the month of *March 2024* – by *30 June 2024*
6. 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.
7. For principal Eligible Cardmembers with supplementary cards, the Gift will be awarded for the aggregated spend on both the principal and supplementary cards of the Eligible Card.
8. OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as 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. Refunded transactions will not count towards the Qualifying Spend and award of the Gift.
10. OCBC Bank reserves the right to claw-back and deduct from any account(s) of the Eligible Cardmember 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. Further, if any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Gift (which eligibility shall be determined at the discretion of OCBC Bank), 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

11. The eligibility of any customer to participate in this Promotion and/or receive any Gift shall be determined at the absolute discretion of OCBC Bank.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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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