

## **TERMS AND CONDITIONS GOVERNING THE OCBC PREMIER VISA INFINITE CREDIT CARD (with effect from 1 April 2021)**

The following terms and conditions and any other rules, procedures, or instructions which we may issue from time to time (collectively "**Terms and Conditions**") shall apply to the OCBC Premier VISA Infinite Credit Card ("**Premier VISA Infinite Credit Card**" or "**Card**") and the Premier VISA Infinite Credit Card Programme (the "**Programme**").

These Terms and Conditions together with the terms of the OCBC Cardmembers Agreement (as may be amended, modified and supplemented by Oversea-Chinese Banking Corporation Limited ("**OCBC Bank**") from time to time) shall govern and apply to the OCBC Premier VISA Infinite Credit Card. In the event of any conflict or inconsistency between these Terms and Conditions and the OCBC Cardmembers Agreement, these Terms and Conditions shall prevail in so far as they relate to the OCBC Premier VISA Infinite Credit Card.

All terms and references used in these Terms and Conditions and which are defined or construed in the OCBC Cardmembers Agreement but are not defined or construed in these Terms and Conditions shall have the same meaning and construction in these Terms and Conditions.

### **1. Eligibility Criteria**

- a) The OCBC Premier VISA Infinite Credit Card is offered to Premier Banking clients of OCBC Bank who maintain a minimum average monthly deposit balance of S\$200,000 (or its equivalent in a foreign currency) with OCBC Bank. Applicants must also have a minimum annual income of S\$30,000 (or S\$60,000 for non-Singaporean/non-PR applicants). If the applicant does not meet the income requirement, a minimum fixed deposit of S\$10,000 is required for the OCBC Premier VISA Infinite Credit Card. OCBC Premier VISA Infinite Credit Card cardmembers ("**Cardmembers**") who cease to be OCBC Premier Banking clients for any reason whatsoever will have their OCBC Premier VISA Infinite Credit Card terminated.

### **2. The OCBC Premier VISA Infinite Credit Card Programme**

- a) The OCBC Premier VISA Infinite Credit Card is a card bearing the name VISA and/or the service mark of VISA issued by OCBC Bank. All Cardmembers will, subject to the terms and conditions of the Programme, be awarded OCBC\$ at the rates at out below:
  - i. **16 OCBC\$ will be awarded for every S\$5 spend** on local retail transactions
  - ii. **28 OCBC\$ will be awarded for every S\$5 equivalent charged in foreign currency** on overseas retail transactions
- b) For avoidance of doubt, all OCBC\$ earned shall be calculated based on each block of S\$5 charged to the Card per transaction, and Cardmembers shall not be entitled to any partial or pro-rated award of any OCBC\$ for any amount charged that does not amount to a S\$5 block. Amounts charged in multiple transactions will not be combined to make up a S\$5

block. As an illustration, a customer who spends an amount between S\$10 and S\$14.99 in a single transaction can earn 32 OCBC\$. However, a customer who spends S\$4.90 in a single transaction, or who spends S\$2.50 in one transaction and S\$2.50 in another transaction, will not be awarded any OCBC\$.

- c) OCBC\$ is awarded only on retail transactions made on the OCBC Premier VISA Infinite Credit Card.

Excluded Transactions/Categories

- d) The following will not be taken into account in the award and computation of OCBC\$:
- Annual card fees, interest, late payment charges;
  - Tax payments;
  - Bill payments made via Internet Banking and any AXS Network;
  - Transactions made via TransitLink General Ticketing Machines;
  - EZ-Link Transactions;
  - Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062;
  - Transactions under Transportation and Tolls MCC 4111/4121/4131 **except for** transactions with Grab Transport, Gojek and licensed taxi operators (including, without limitation, Comfort/Citycab/Transcab/SMRT Taxi/Premier Taxi/Prime Taxi/HDT Taxi). For avoidance of doubt, you will still earn OCBC\$ for transactions with Grab Transport, Gojek and licensed taxi operators (including, without limitation, Comfort/Citycab/Transcab/SMRT Taxi/Premier Taxi/Prime Taxi/HDT Taxi) for all applicable Cards;
  - Funds to prepaid accounts and merchants who are categorised as "payment service providers", which include (without limitation) EZ-Link, NETS FlashPay, eNETS, SAM, Transit Link, AXS, GrabPay, Youtrip, Shopee Pay and Singtel Dash. The exclusions are not exhaustive and may be subject to changes from time to time. OCBC Bank has the absolute discretion to determine whether any prepaid account or merchant is considered a "payment service provider".
  - Cash-On-Instalments Facility, Instalment Payment Plan, PayLite, Cash Advances, Balance Transfers; and
  - Any such other fees, charges, payments, services, products and/or facilities as may be decided by OCBC Bank in its absolute discretion at any time and from time to time. For the avoidance of doubt, OCBC Bank has the absolute discretion to decide whether or not to provide any notice in relation to any of its decisions made hereto.
- e) In addition, OCBC\$ will not be awarded for transactions made with the following Merchant Category Codes ("**MCC**"):

<b>MCC Listing</b>	<b>Description</b>
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities—Electric, Gas, Heating Oil, Sanitary, Water

5047	Medical, Dental, Ophthalmic and Hospital Equipment and Supplies
5199	Nondurable Goods (Not Elsewhere Classified)
5960	Direct Marketing Insurance Services
5993	Cigars Stores and Stands
6010	Banks - Manual /Automated Cash Disbursement
6012	Member Financial Institution–Merchandise and Services
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300	Insurance Sales, Underwriting and Premiums
6513	Real Estate Agents and Managers–Rentals
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, maintenance and janitorial services
7523	Automobile Parking Lots and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks
8062	Hospitals* ( <i>*Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062</i> )
8211	Schools, Elementary and Secondary
8220	Colleges, Universities, Professional Schools and Junior Colleges
8241	Schools, Correspondence
8244	Schools, Business and Secretarial
8249	Schools, Trade and Vocational
8299	Schools and Educational Services–Not Elsewhere Classified
8398	Organizations, Charitable and Social Service
8651	Organizations, Political
8661	Organizations, Religious
8675	Automobile Associations
8699	Labor Union
9211	Court Costs Including Alimony and Child Support
9222	Fines
9223	Bail and Bond Payments
9311	Tax Payments
9399	Government Services–Not Elsewhere Classified
9402	Postal Services–Government Only
9405	Intra-Government Purchases–Government Only

### 3. OCBC\$ Transactions

Transaction categories are automatically categorised according to the relevant Merchant Category Code. The MCC determines whether the transaction is eligible for OCBC\$ under each category. MCCs are assigned by payment card organisations (e.g. Visa, MasterCard,

American Express), which OCBC Bank has no discretion over. A merchant's registered MCC may not always correspond with its nature of business.

#### **4. Krisflyer Miles Redemption Programme**

- a) This programme enables Cardmembers to convert their OCBC\$ to miles under the KrisFlyer Programme. To participate in the KrisFlyer Programme, Cardmembers must be enrolled in the KrisFlyer Programme. Participation in the KrisFlyer miles redemption programme is subject to the terms and conditions of the Singapore Airlines' KrisFlyer Programme.
- b) A Cardmember who is enrolled in the KrisFlyer Programme can effect mile transfers at the conversion rate(s) as listed in the catalogue posted on [www.ocbc.com/rewards](http://www.ocbc.com/rewards) or such other website as OCBC may deem appropriate (the "Catalogue"), or such other rate(s) as OCBC may specify from time to time.
- c) All KrisFlyer Miles transferred by a Cardmember must be to his/her own individual KrisFlyer Programme account bearing his/her own name.
- d) Once a redemption request for KrisFlyer Miles has been submitted to OCBC by a relevant Cardmember, cancellation of redemption and/or refund of conversion fee shall not be entertained or allowed.
- e) Cardmembers understand and agree that the process of conversion of OCBC\$ to KrisFlyer Miles shall take approximately 21 working days. Notwithstanding anything stated herein, OCBC shall not be liable for any delay in the conversion process for any reason whatsoever (including without limitation, delay due to incorrect information in the system or due to system constraints and errors). Urgent requests or cancellations will strictly not be entertained.
- f) OCBC shall not be responsible for any fraud or unsuccessful transfers. In the latter case, a Cardmember's OCBC\$ and the conversion fee will be refunded to his/her card account, as appropriate.
- g) Notwithstanding anything to the contrary, OCBC shall not be responsible for any Cardmember's miles that have been successfully transferred from OCBC\$ to KrisFlyer Miles.
- h) For the avoidance of doubt, OCBC\$ will be transferred to the KrisFlyer membership account and it is each Cardmember's responsibility to provide all accurate and valid information (including without limitation the correct KrisFlyer membership number) to effect the transfer. Notwithstanding anything to the contrary, OCBC shall not be responsible for any losses, damages, claims, expenses, fees or liabilities howsoever incurred or suffered by any Cardmember in relation to or as a result of the transfer of any OCBC\$ to the relevant Cardmember's KrisFlyer membership account

## 5. Other Conditions

- a) OCBC Bank reserves the right in its sole and absolute discretion to determine the type of eligible transactions which qualify under the Programme. This includes without limitation, whether a transaction is to be considered a retail transaction. If OCBC Bank in its sole and absolute discretion decides that any transaction is not to be considered as a retail transaction, or that any transaction does not otherwise qualify under the Programme, the OCBC\$ may not be awarded. Spend will be computed based on transaction posted date.
- b) OCBC Bank reserves the right to revoke, deduct and/or recompute any OCBC\$ awarded in the event a Cardmember and/or Supplementary Cardmember fails to effect due payment for the Card transactions and/or if the account is closed or terminated by the Cardmember or OCBC Bank, as the case may be.
- c) Purchases charged to the Card but yet to be posted to the Card Account will not be taken into account in the computation of OCBC\$ to be awarded.
- d) Refunded purchases will be deducted from the relevant monthly billed amount for the computation and award of OCBC\$. Any reversed portion of OCBC\$ will be reflected in the Billing Statement of the following month.
- e) OCBC Bank reserves the right at any time without giving any reason or notice to the Cardmember to claw-back, deduct, withdraw, or cancel any OCBC\$ or other rewards/rebates awarded to the Cardmember for any reason whatsoever, and without any liability to the Cardmember.
- f) OCBC Bank reserves the right at any time without giving any reason or notice to the Cardmember to debit, charge and/or deduct from any of the Cardmember's accounts with OCBC Bank and/or demand the Cardmember to repay or compensate to OCBC Bank, the monetary value equivalent of any OCBC\$ or other rewards/rebates awarded to the Cardmember, for any reason whatsoever, and without any liability to the Cardmember. Further, if any Cardmember wishes to close his/her Card Account but such Card Account has an insufficient or negative OCBC\$ (or such other reward/rebate) balance for any reason whatsoever, OCBC Bank reserves the right to debit, charge and/or deduct from any of the Cardmember's accounts with OCBC Bank, and/or demand the Cardmember to repay or compensate to OCBC Bank, the monetary value equivalent of the amount of OCBC\$ (or such other reward/rebate) in deficit. OCBC Bank reserves the right to determine and revise from time to time the rate of conversion used for the purpose of computing the monetary value equivalent of the OCBC\$ (or such other reward/rebate) to be deducted.
- g) No person shall be entitled to any payment or compensation whatsoever in respect of any claw-back, deduction, withdrawal or cancellation of any OCBC\$ or other rewards/rebates awarded to the Cardmember, or any debit, charge or deduction or demand for the monetary value equivalent of any OCBC\$ (or such other reward/rebate), made by OCBC Bank, for any reason whatsoever.

- h) OCBC\$ is awarded only on retail purchases made on the OCBC Premier VISA Infinite Credit Card. Annual Card fees, Cash-on-Instalment, Instalment Payment Plan, PayLite, extended payment plan, interest, late payment charges, tax payments, Cash Advances, Balance Transfers, bill payments made via Internet Banking, bill payments made via AXS, transactions made at TransitLink General Ticketing Machines and other fees and charges will not be taken into account in the awarding and computation of the OCBC\$.
- i) OCBC reserves the right to change or substitute the OCBC\$ with any item of similar value without notice.
- j) The crediting of any OCBC\$ or other rewards/rebates to your Card Account will be entirely at OCBC's discretion and OCBC shall not be liable or responsible for any loss or damage suffered or incurred by any Cardmember in connection with OCBC crediting or not crediting any OCBC\$ or other rewards/rebates to Cardmembers.
- k) The OCBC\$ cannot be transferred, assigned or carried on to any other card issued by OCBC Bank.
- l) The crediting of any OCBC\$ or other rewards/rebates to your Card Account will be entirely at OCBC Bank's discretion and OCBC Bank shall not be liable or responsible for any loss or damage suffered or incurred by any Cardmember in connection with OCBC Bank crediting or not crediting any OCBC\$ or other rewards/rebates to Cardmembers.
- m) A Cardmember who opted for SmartChange Programme shall not be entitled to earn OCBC\$.
- n) The benefits made available to Cardmembers pursuant to the terms of the Programme are not exchangeable or refundable for cash, credit or kind.
- o) For the avoidance of doubt, OCBC Bank has the absolute discretion to decide whether or not to provide any notice in relation to any of its decisions made hereto.
- p) OCBC Bank shall have the right to use agents, contractors or correspondents or any other third party as it deems appropriate in its sole and absolute discretion to administer and/or implement the Programme and OCBC Bank shall not be liable to any person for any act, omission or neglect on the part of such agents, contractors, correspondents or third parties.
- q) OCBC Bank reserves the right to suspend, withdraw or terminate the Programme at any time without notice. The decision of OCBC Bank on all matters relating to the Programme shall be final, binding and conclusive on all Cardmembers, including without limitation, any decision on the eligibility of any person to participate in the Programme.
- r) In the event of any inconsistency between terms and conditions and any brochure, marketing or promotional materials relating to Programme, the terms of the Programme as set out herein shall prevail.

- s) OCBC Bank assumes no responsibility for any of the contents found on third party websites referred to in the terms and conditions of the Programme, and shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, products or services available on such sites. OCBC Bank does not have control of such websites and the reference to any such websites in these terms and conditions does not mean that OCBC Bank endorses the material on such websites or has any association with the owner thereof.

## 6. Plaza Premium Lounge Programme (“Plaza Premium Lounge Programme”)

- a) As part of the benefits under the OCBC Premier Visa Infinite Credit Card, the Cardmember will have access to selected airport lounges and receive certain benefits and services pursuant to the terms of the Plaza Premium Lounge Programme. Details of such benefits and services can be found on [www.plaza-network.com](http://www.plaza-network.com).
- b) The Cardmember will be able to gain access to selected Plaza Premium Lounges by presenting the Card. The relevant Plaza Premium Lounge staff will check the validity date of the Card and match the Cardmember’s name with boarding pass of the same date.
- c) Cardmembers (both the Main Cardmember and Supplementary Cardmember(s)) will be entitled to 2 complimentary visits (the “**Visit Quota**”) to selected Plaza Premium Lounges (listing of lounge locations featured on [www.ocbc.com/PremierVI](http://www.ocbc.com/PremierVI)) each year commencing from the date of approval of the Card to its anniversary date (for example, if the Card was approved on 1 November, the 2 complimentary visits (each for the Cardmember and the Supplementary Cardmember(s)) will be valid until 31 October of the next year) (each a “Card Anniversary Year”) unless otherwise notified by OCBC Bank e.g. SMS, updates on [ocbc.com/PremierVI](http://ocbc.com/PremierVI) etc.
- d) Each Cardmember may transfer the complimentary visits to his/her guest(s) until the Visit Quota of the respective Cardmember is fully utilised (for example, a Cardmember may forgo his/her visit to the Plaza Premium Lounge and instead, fully utilise his/her Visit Quota to allow two (2) guests to visit the Plaza Premium Lounge). Additional visits, if applicable (according to the terms or rules of entry or the relevant Plaza Premium Lounge) during the Card Anniversary Year will be charged a rate of US\$36 per visit. Accompanying infant (aged 2 below) is free of charge.
- e) The participation by the Cardmember in the Plaza Premium Lounge Programme may be subject to such fees or charges as may be imposed by OCBC Bank from time to time. In addition, the Cardmember agrees that he/she will be liable to all costs, expenses and fees (including without limitation, all taxes and levies) incurred in connection with the use of the Plaza Premium Lounge Programme.
- f) The Cardmember agrees that access to the Plaza Premium Lounge is subject to the Plaza Premium Lounge Programme’s Condition of Use (the “Condition of Use”), which is available on at <http://www.plaza-network.com>. OCBC Bank has no control over the opening times, facilities, service or personnel of any of the Plaza Premium lounges participating in the Plaza Premium Lounge Programme. The Cardmember agrees that the

said lounges are subject to the administrative procedures of the individual lounge operators and such procedures may be altered, changed or modified without prior notification to OCBC Bank.

- g) All queries, complaints, requests for assistance and the like are to be made to OCBC Bank and these will be reviewed on a case-by-case basis.

## **7. Amendments**

OCBC Bank may vary, add, delete, amend or modify any one or more provisions in these Terms and Conditions at any time and from time to time without notice. You are deemed to accept and are bound by such variations, additions, deletions, amendments and/or modifications if you do not terminate the use of the Card.

## **8. Rights of third parties**

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any of these Terms and Conditions.

## **9. Governing law and jurisdiction clause**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and you irrevocably submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.