

# Terms and Conditions Governing Uber Rebate S\$5 rebate Promotion: 1<sup>st</sup> to 30<sup>th</sup> September 2016 ("Uber Rebate Promotion")

"You" refers to the customer.

"We/us/our" refers to OCBC.

#### Eligibility

- 1) The Uber Rebate Promotion runs between 1 September 2016 Singapore Time (SGT) 00:00 to 30 September 2016 SGT 23:59 (including both dates) ("Promotion Period").
- 2) The Uber Rebate Promotion is only valid for the **first 2,000** eligible OCBC Credit/Debit Cardmembers ("Cardmembers") who have successfully registered with us via SMS. Each successful and verified registrant will receive a SMS reply on the successful registration made. By way of you sending in your SMS to us under the Uber Rebate promotion, you agree to register for and accept the Terms and Conditions of this Uber Rebate Promotion (including those terms and conditions stated herein).
- 3) SMS Reservation is on a "first-come, first-served" and "while stocks last" basis.
- 4) You are eligible to receive up to S\$5 rebate in the Uber Rebate Promotion if you:
  - have successfully registered via SMS during the Promotion Period; and
  - made a total minimum spend of S\$200 ("Qualifying Spend") with Uber on your OCBC Credit/Debit Cards ("OCBC Cards") via VISA/ MasterCard/ApplePay Payment method ("Qualifying Transactions") from 1<sup>st</sup> to 30<sup>th</sup> September 2016

## **Participation**

5) To register for this Uber Rebate Promotion, Cardmembers must, during the Promotion Period , follow the below steps:

### Step 1:

SMS to 76062 in the following format to receive a successful registration SMS reply: UBER<space>Your identification number

Example: UBER S1111888A

#### Step 2:

Then, during the Promotion Period, make Qualifying Transactions on Uber by charging a minimum of S\$200 to any of your OCBC Cards via <u>Visa/ MasterCard/ApplePay Payment method.</u>

#### Step 3:

You will receive a confirmation SMS if you qualify for the S\$5 rebate by 21 October 2016 or such other time as may be determined by us in our absolute discretion.

6) Rebate will be credited to the card number ending with the last 4 digits we have indicated in the SMS by 31 October 2016, barring any unforeseen technical delays, and provided that the card account is in good standing (i.e. not suspended, cancelled or terminated).

Last Modified: 17 August 2016

#### **How We Will Determine Qualifying Transactions**

- 7) Qualifying Transactions are determined as aggregated Uber charges amounting to S\$200 minimally made on all eligible Cards as determined by us in our absolute discretion, and posted to the relevant Card Accounts during the Promotion Period.
- 8) Qualifying Transactions must be made on eligible OCBC Cards via the Visa/ MasterCard payment mode. For the avoidance of doubt, NETS and cash-based transactions are not eligible.
- 9) We are not responsible for the failure in acceptance and/or processing of such transactions by the Uber drivers or taxi operators including but not limited to non-acceptance of Visa/MasterCard payments, network issue.
- 10) Card charges that bear the names or part thereof "UBER BV" or "UBER SG" in the posted transactions of your Card account(s) will be considered as Qualifying Transactions.
- 11) Any Currency Conversion Fee associated with your Uber charges will not count towards your Qualifying Spend.
- 12) In the event that the a Qualifying Transaction is cancelled or reversed which resulted in a change of the total aggregated spend or spend becoming null during the Promotion Period, we reserve the right to debit the difference of S\$5 that was awarded from the card account that was credited to.

#### General

- 13) Rebate awarded under this Uber Rebate Promotion are not transferable to any other card account of the Cardholder or to any other person, and are not exchangeable for cash. We are not responsible for any failure or delay in the transmission or posting of such transactions by any party including but not limited to acquiring banks, merchant establishments, or any telecommunication provider.
- 14) We have the right to end this promotion or change any of these terms and conditions at any time without giving you notice. This includes changing the rules relating to who is eligible for the promotion and the dates of the promotion.
- 15) You allow us to reveal information about you or your account to any person (including the relevant taxi operators and/or the people involved in organising, promoting and carrying out the promotion) (the "Relevant Third Parties") as we see fit. You further acknowledge that you are aware that your personal information/data ("Data") may be transferred and/or disclosed by us to the Relevant Third Parties for the purpose in connection with this promotion (the "Purpose"). Without prejudice to such other rights we may have, you agree and consent to us and the Relevant Third Parties collecting, using and disclosing your Data for any purposes (including without limitation, you agree and consent to your Data being transferred by us to the Relevant Third Parties for the Purpose).
- 16) Our decision on all matters relating to this promotion will be final and binding on all participants. If there is any difference between these terms and conditions and any brochure, marketing or promotional material relating to the promotion, these terms and conditions will prevail.
- 17) The laws of Singapore apply to these terms and conditions, and any disputes between you and us will be dealt with in the courts of Singapore. A person who is not a party to any agreement governed by these terms and conditions do not have any right under the Contracts (Rights of Third Parties Act (Cap 53B) to enforce any of these terms and conditions.

Last Modified: 17 August 2016