

Terms and Conditions Governing the 360 x 365 December Promotion 2022

V061212022

The 360 x 365 December Promotion 2022 (the “**Promotion**”) commences on 13 December 2022 and ends on 31 December 2022 (both dates inclusive), or any such date(s) as may be determined by Oversea-Chinese Banking Corporation Limited (“**OCBC Bank**”) in its sole discretion (“**Promotion Period**”).

1. **Eligibility**

- 1.1. The Promotion is open to New OCBC Customers (as defined below) who complete and submit the e-form at go.ocbc.com/360x365Dec indicating their interest to participate in the Promotion, and open a new 360 Account (“**New Account**”) with OCBC Bank during the Promotion Period, (each, an “**Eligible Customer**”). The New Account must be active and in good standing with OCBC Bank until the point of fulfilment.
- 1.2. Eligible Customers may open the New Account only through digital channels to be eligible for this Promotion.
- 1.3. “New OCBC Customer” refers to any person who (i) currently does not hold any existing OCBC accounts or products, and (ii) has not held any OCBC account or products in the previous 6 months. Applicants who had cancelled existing OCBC accounts or products within the last 6 months prior to the commencement of the Promotion and re-applied for such facilities under the Promotion will not be eligible for this Promotion.
- 1.4. Employees of OCBC bank are not eligible for this promotion.

2. **Promotion Mechanics**

- 2.1. An Eligible Customer shall be entitled to receive a “**New 360 Sign-Up Cash Reward**” of S\$38.
- 2.2. In addition, an Eligible Customer shall be entitled to receive a “**New 365 Sign-Up Cash Reward**” of S\$50 if:
 - 2.2.1. the Eligible Customer applies for the OCBC 365 Credit Card (“**Card**”) during the Promotion Period and has the Card application approved within 1 calendar month of the New Account opening date;
 - 2.2.2. the Eligible Customer has made 5 Qualifying Spends on the Card within 30 days of his/her Card approval; and
 - 2.2.3. the Card account is active and in good standing with OCBC Bank until the point of fulfilment.
- 2.3. The New 360 Sign-Up Cash Reward and New 365 Sign-Up Cash Reward are collectively referred to as the “**Cash Rewards**”.

The New 360 Sign-Up Cash Reward (S\$38) and the New 365 Sign-Up Cash Reward (S\$50) (where applicable) will be credited to the Eligible Customer’s New Account within 90 days after the Promotion Period.
- 2.4. “Qualifying Spend”:
 - 2.4.1. refers to any retail transaction (including face to face or online purchases);
 - 2.4.2. 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, Transit top-up and other bank fees and charges;
 - 2.4.3. 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 in OCBC website > Personal Banking > Cards > OCBC 365 Credit Card; and

- 2.4.4. 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.
- 2.5. The New 360 Sign-Up Cash Reward and New 365 Sign-Up Cash Reward are available only for the first 1,000 Eligible Customers. For the avoidance of doubt, in the event that any person entitled to any cash reward is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the cash reward to another Eligible Customer.
- 2.6. 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 Cash Reward 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.
- 2.7. 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 New 365 Sign-Up Cash Reward will not be awarded.
- 2.8. If any Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cash Reward, OCBC Bank reserves the right to (i) forfeit or withdraw the Cash Reward at any time; or (ii) claw-back the Cash Reward or request the relevant Eligible Customer to repay to or compensate OCBC Bank the value of the Cash Reward at any time, and OCBC Bank shall have the right to debit the Cash Reward as it deems fit from any account(s) that the Eligible Customer holds with OCBC Bank. No person shall be entitled to any payment or compensation from OCBC Bank should any cash reward be withdrawn, if any Cash Reward is reclaimed by OCBC Bank, or if a customer is asked to repay or compensate OCBC Bank the value of the Cash Reward for any reason whatsoever.

3. General

- 3.1. This Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
- 3.2. The eligibility of any Eligible Customer to participate in this Promotion and/or receive any Cash Reward shall be determined at the absolute discretion of OCBC Bank.
- 3.3. By participating in the Promotion, Eligible Individuals hereby consent to: (a) OCBC Bank collecting and using their personal data submitted in the e-form ("Personal Data") for the purposes of determining their eligibility for the Promotion, verifying their identity, contacting the Eligible Individuals for the purposes of the Promotion, and administering the Promotion; (b) OCBC Bank disclosing their Personal Data to its appointed third-party agencies, vendors and service providers for the purposes of administering the Promotion, and the fulfilment of the Cash Rewards; and (c) the collection, use and disclosure of their Personal Data for applicable purposes in accordance with OCBC Bank's Data Protection Policy (accessible at: <https://www.ocbc.com/personal-banking/policies>).
- 3.4. 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.
- 3.5. 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.
- 3.6. 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.

- 3.7. 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.
- 3.8. These terms and conditions shall be governed by laws of Singapore and the participants irrevocably submit 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 (Right of Third Parties) Act 2001 to enforce any of these terms and conditions.