

## TERMS AND CONDITIONS GOVERNING THE BEST-OCBC CREDIT CARD PROGRAMME

The following terms and conditions and any other rules, procedures or instructions which Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) may issue from time to time (collectively “Terms and Conditions”) shall apply to BEST-OCBC Credit Card (“BEST-OCBC Card” or “Card”).

These Terms and Conditions together with the terms of the OCBC Cardmembers Agreement (as may be amended, modified and supplemented by OCBC Bank from time to time) shall govern and apply to the BEST-OCBC 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 BEST-OCBC 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. BEST-OCBC Credit Card Programme

The BEST-OCBC Card is a card bearing the name MasterCard and/or the service mark of MasterCard issued by OCBC Bank which earn the cash rebates below in accordance with these Terms and Conditions:

- (a) **3% cash rebates** on any qualifying amount charged to the BEST-OCBC Card at BEST Denki retail outlets and at BEST Denki website (not through third-party apps or sites), excluding transactions relating to delivery costs or fees, and voucher purchases. For retail purchases made through full payment, the cash rebates will be credited to the relevant Card Account on the same day of transaction posting date. Where the retail purchases are made through any BEST-OCBC Card Instalment Payment Plans, the cash rebates will be credited to the cardmembers’ account by end of the following month of the transaction date.

### 2. Cash Rebates

Retail purchases charged to the BEST-OCBC Card but have yet to be posted to the Card Account will not be taken into account in the computation of cash rebates to be awarded. The cash rebates are only awarded on purchases for personal use. OCBC Bank and BEST Denki have the absolute discretion to determine whether the purchases are for personal use. If OCBC Bank and BEST Denki (in their absolute discretion) decide that the purchases are not for personal use, the cash rebates may not be awarded.

### 3. OCBC\$

- (a) BEST-OCBC Cardmembers will not earn OCBC\$ for transactions charged to their BEST-OCBC Card at BEST Denki retail outlets and at BEST Denki website (not through third-party apps or sites).

- (b) BEST-OCBC Cardmembers will earn 5 OCBC\$ for every S\$5 charged to his or her BEST-OCBC Card for purchases made at stores excluding BEST Denki in accordance with the Terms and conditions governing OCBC\$ Rewards Programme ([go.ocbc.com/ocbcdollar](http://go.ocbc.com/ocbcdollar)).

#### **4. Other Conditions**

- (a) Refunded retail purchases will be deducted from the relevant monthly billed amount for the computation and award of cash rebates. Any reversed portion of cash rebates will be reflected in the Billing Statement of the following month.
- (b) OCBC Bank reserves the right to revoke, deduct and/or re-compute any cash rebates awarded if any cardmember fails to effect due payment for the Card Transactions or the Card Account is terminated by a cardmember or the Bank.
- (c) OCBC Bank reserves the right to replace the cash rebates with another item or kind of reward as OCBC Bank may determine without notice at any time or from time to time.
- (d) 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 cash rebates awarded to the cardmember for any reason whatsoever, and without any liability to the cardmember.
- (e) 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 relevant cardmember to repay or compensate to OCBC Bank, the monetary value equivalent of any cash rebate previously awarded, 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 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 relevant cardmember to repay or compensate OCBC Bank, the monetary value equivalent of the amount of cash rebate in deficit.
- (f) No person shall be entitled to any payment or compensation whatsoever in respect of any claw-back, deduction, withdrawal or cancellation of any cash rebate or any debit, charge or deduction or demand for the monetary value equivalent of any cash rebate made by OCBC Bank, for any reason whatsoever.
- (g) The crediting of cash rebates to the cardmember's 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 cash rebates to cardmembers.
- (h) In the event of any inconsistency between these Terms & Conditions and any brochure, marketing or promotional material relating to the Card, these Terms & Conditions shall prevail.

- (i) For the avoidance of doubt, the Bank has the absolute discretion to decide whether or not to provide any notice in relation to any of its decisions made hereto.

## **5. 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.

## **6. 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 2001 to enforce any of these Terms and Conditions.

## **7. 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.

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