

# Terms and Conditions Governing the OCBC We Missed You December 2024 Campaign

V21112024

The OCBC We Missed You December 2024 Campaign (the "**Promotion**") commences on 29 November 2024 and ends on 31 December 2024 (or any such date(s) as may be determined and notified by Oversea-Chinese Banking Corporation Limited ("OCBC") in its sole discretion ("**Promotion Period**").

Terms and Conditions Governing the OCBC We Missed You December 2024 Campaign are to be read in conjunction with the Terms and Conditions governing Deposit Accounts and Terms and Conditions governing OCBC Debit Cardmembers Agreement.

#### 1. Eligibility

- 1.1. The Promotion is open to customers of OCBC who hold "Eligible Account" (as defined in clause 1.2), are main cardholders of "Eligible Card" (as defined in clause 1.3), and receives an email or other forms of communication from OCBC notifying on this promotion ("Eligible Customer").
- 1.2. An "Eligible Account" refers to an individual (personal) OCBC FRANK Account, 360 Account, or any account deemed eligible by OCBC.
- 1.3. An "Eligible Card" refers to an individual (personal) OCBC Debit Card or FRANK Debit Card.
- 1.4. Customers who close their existing accounts set out in clause 1.2 during the Promotion Period and re-open a new Eligible Account are not eligible to this Promotion or any other promotions in relation to Eligible Account.
- 1.5. Customers who suspend, cancel, and/or terminate their existing cards set out in clause 1.3 during the Promotion Period and re-apply a new Eligible Card are not eligible to this promotion or any promotion in relation to the Eligible Card.

#### 2. Definitions

- 2.1. "Qualifying Spend":
  - a. refers to any retail transactions (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, Shopee Pay, interest, late payment charges, goods and services taxes, cash advances, balance transfers, bus/MRT transactions, transactions made at TransitLink General Ticketing Machines, NETS payments including NETS FlashPay, Cash withdrawal, spend incurred on or in connection with any stored value and prepaid products, foreign currency transactions, any foreign currency transaction Fee that is imposed by OCBC and/or the Visa association, and other bank fees and charges;
  - c. shall be determined by its posted date based on Singapore Timing (UTC+08:00). For avoidance of doubt, the date on which the transaction posted may differ from the actual date the transaction was made and OCBC bears no liability for any late submission or transaction posting of any purchase by any merchant that might affect the Promotion.
  - d. OCBC Bank has absolute discretion to determine whether a transaction is considered a "Qualifying Spend".

#### 3. Promotion Mechanics

3.1. An Eligible Customer will be entitled to receive the Cash Reward as defined in the table below when a Qualifying Spend transaction (as defined in clause 2.1) is performed on an Eligible Card during the Promotion Period.



65 Chulia Street OCBC Centre

Action by Eligible Customer	"Cash Reward"
Make Qualifying Spend transactions (defined in Clause 2.1) on	100% cashback on the first 5 Qualifying Spend
an Eligible Card during the Promotion Period.	transactions during the Promotion Period,
	capped at S\$3 per transaction.

3.2. For avoidance of doubt, Cash Reward is only limited to the first 5 Qualifying Spend transactions made on an Eligible Card during the Promotion Period.

## 3.3. To illustrate:

- a. An Eligible Customer making 3 Qualifying Spend transactions of S\$5, S\$3, and S\$2 respectively, would receive S\$3, S\$3, and S\$2 Cash Reward for each of the respective Qualifying Spend transaction, summing to S\$8 Cash Reward.
- b. An Eligible Customer making 5 Qualifying Spend transactions of \$\$8, \$\$10, \$\$5, \$\$3, \$\$10 respectively, would receive \$\$3, \$\$3, \$\$3, \$\$3, \$\$3 Cash Reward for each of the respective Qualifying Spend transaction, summing to \$\$15 Cash Reward.

For avoidance of doubt, the maximum Cash Reward a customer can receive from the Promotion is <u>S\$15</u>.

- 3.4. This Promotion is limited to the first 1,000 Eligible Customers who meet the conditions set out in these terms and conditions. For the avoidance of doubt, if any person entitled to the 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.
- 3.5. Subject to the fulfilment of all conditions specified in these terms and conditions to the absolute satisfaction of OCBC, the Cash Reward will be credited into the Eligible Customer's Eligible Account by 14 February 2025. The Eligible Account and Eligible Card must be active and in good standing until the point of crediting of the Cash Reward.
- 3.6. Each Eligible Customer will only be entitled to one Cash Reward.
- 3.7. The credited Cash Reward will be reflected in the Eligible Customer's Eligible Account with the description "WMY PROMO".
- 3.8. OCBC reserves the right and may 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.
- 3.9. 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.

### 4. General

- 4.1 This Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
- 4.2 OCBC 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 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.



- 4.3 OCBC 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. The decision of OCBC on all matters relating to this Promotion shall be final and binding on all participants. No correspondence or appeal shall be entertained by OCB.
- 4.4 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.
- 4.5 OCBC 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.
- 4.6 OCBC's decision on all matters relating to the Promotion, is final, conclusive and binding on all customers. No appeal or correspondence will be entertained or accepted by OCBC. OCBC shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Promotion.
- 4.7 If OCBC subsequently discovers that a customer is in fact not eligible to participate in the Promotion or any of the applicable conditions are not fulfilled, OCBC may at its discretion forfeit the Cash Reward (or reclaim it, if already awarded), by debiting any account of the customer. No person shall be entitled to any payment or compensation from OCBC should any reward be forfeited or reclaimed.
- 4.8 These terms and conditions shall be governed by laws of Singapore and the participants irrevocably submit to the nonexclusive 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.
- 4.9 By participating in this Promotion, the customer hereby agrees and consents to the collection, use and disclosure of their personal data by OCBC and its related corporations (collectively, "OCBC Group") for the purposes of managing and administering this Promotion, and such other related purposes, in accordance with OCBC's Data Protection Policy (which can be accessed via the OCBC website > Personal Banking > Policies).