

## **Terms and Conditions Governing the OCBC Cards and Pace Enterprises Promotion (the "Promotion")**

### **Promotion Period**

1. The Promotion Period shall be from 13 July 2021 to 31 August 2021 (both dates inclusive), or such other period as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC") in its absolute discretion ("Promotion Period").

### **Eligibility**

2. You will be eligible for the Promotion ("Eligible Cardmember") if:
  - a) You are an existing OCBC Titanium Rewards Cardmember, OCBC 365 Credit Cardmember or OCBC YES! Debit Cardmember (each an "Eligible Card");
  - b) You have received an SMS or EDM from OCBC inviting you to participate in the Promotion (please note that the invitation to participate in the Promotion is not transferrable). For the avoidance of doubt, existing cardmembers who have received the SMS or EDM from third parties other than OCBC will not be eligible;
  - c) You are among the first 1,000 customers to successfully sign up for a Pace account and redeem the promo code "OCBCCARDS" at Pace checkout; and
  - d) Your Eligible Card account is active and in good standing with OCBC during the Promotion Period

### **Promotion Reward Details**

3. Eligible Cardmembers who meet the requirements of these terms and conditions will be entitled to redeem a 20% off discount (capped at S\$40) (the "Discount"), when they use the promo code "OCBCCARDS" (the "Promo Code") during their Pace checkout.
4. The Promotion is limited to the first 1,000 Eligible Cardmembers who meet the conditions set out in these terms and conditions during the Promotion Period.
5. For the avoidance of doubt, the Discount will be netted off from the purchase amount at the merchant's payment checkout. The remaining purchase amount will then be divided into 3 instalment payments to Pace Enterprises.
6. Each Eligible Cardmember is only entitled to redeem one Discount throughout the entire Promotion Period.
7. The above Discount is not exchangeable for cash, gift vouchers, gift cards, loyalty redemption programme points, and/or other goods and services.
8. To enjoy the Promotion, Eligible Cardmembers must make payment using an Eligible Card. Cash and NETS payments including NETS FlashPay, spend incurred or in connection with any stored value and prepaid products are not eligible for the Promotion.
9. The Discount cannot be combined or used in conjunction with any other promotions, vouchers, or discount programmes.

### **General**

10. OCBC reserves the right at its absolute discretion to terminate the Promotion of vary, delete or add to any of these terms and conditions at any time without noticing including without limitation, the eligibility of any person and the dates of the Promotion.

11. The eligibility of each customer to participate in this Promotion and/or to redeem the Promo Code/Discount shall be determined at the absolute discretion of OCBC.
12. OCBC 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 Discount 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.
13. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to redeem the Discount (which eligibility shall be determined at the discretion of OCBC), OCBC reserves the right to (i) forfeit or withdraw the Discount at any time; or (ii) (where the Discount has been redeemed) claw-back the Discount amount or request the relevant customer to repay to or compensate OCBC the value of the Discount at any time, and OCBC shall have the right to debit the value of the Discount plus any goods and services tax or such other amount as it deems fit from the account(s) of the customer. No person shall be entitled to any payment or compensation from OCBC should any Discount be forfeited or withdrawn, if any Discount is reclaimed by OCBC, or if a customer is asked to repay to or compensate OCBC the value of the Discount for whatsoever reasons.
14. The Discount is not transferrable or exchangeable for other items. OCBC reserves the right to replace the Discount with any item of similar value.
15. 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.
16. 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.
17. 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 OCBC. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to this Promotion, these terms and conditions will prevail.
18. These terms and conditions shall be governed by the laws of Singapore and the participants in this Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a participant of this promotion shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.