

## TERMS AND CONDITIONS GOVERNING THE VOYAGE CARD ANNUAL SERVICE FEE OPTION

### 1. ANNUAL SERVICE FEE OPTION

Existing Principal holders of the VOYAGE Card ("Card") which includes all Bank of Singapore VOYAGE, OCBC Premier Private Client VOYAGE, OCBC Premier VOYAGE and OCBC VOYAGE Card who successfully upgrades the Annual Service Fee on their Card to S\$3,270 or S\$10,200 will qualify for this benefit programme (the "**Benefit**") ("Qualified Customers").

1.1 The Qualified Customers eligible for this Benefit will be able to receive the following Gift(s), as defined below:

- (i) 150,000 VOYAGE Miles once the Annual Service Fee charge of S\$3,270 (inc. GST) has been posted to the relevant card account by OCBC Bank, or
- (ii) 500,000 VOYAGE Miles once the Annual Service Fee charge of S\$10,200 (inc. GST) has been posted to the relevant card account by OCBC Bank.

Annual Service Fee will be at S\$498 (inc. GST) (or such other fees as may be imposed by OCBC Bank) per year for subsequent years;

1.2 The VOYAGE Miles (the "Gift(s)") earned under Clause 1.2 above will be retained as VOYAGE Miles solely.

### 2. GIFT RELATED TERMS and CONDITIONS

2.1 Notwithstanding anything stated herein, OCBC Bank shall not be liable for any delay in the crediting process for any reason whatsoever (including without limitation, delay due to incorrect information in the system or due to system constraints and errors). Urgent requests or cancellations will strictly not be entertained.

2.2 Refund of any service fee paid (including without limitation the annual service fee of S\$3,270 (inc. GST) or S\$10,200 (inc. GST) shall not be entertained or allowed.

2.3 OCBC Bank shall not be responsible for any fraud or unsuccessful redemption of the Gift.

2.4 OCBC Bank reserves the right to claw-back and deduct from any of the Qualified Customers' accounts with OCBC Bank the equivalent value of the Gift if the charge for the upgraded Annual Service Fee fails to be deducted from the relevant card account. Further, if any Qualified Customers are subsequently discovered to be ineligible to receive the Gift, OCBC Bank reserves the right to (i) forfeit or withdraw the Gift at any time; or (ii) (where the Gift has been redeemed) claw-back the Gift or request the relevant customer to repay to or compensate OCBC Bank the value of the Gift at any time, and OCBC Bank shall have the right to debit the value of the Gift 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 Bank should any Gift be forfeited or withdrawn, if any Gift is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Gift for whatsoever reasons.

2.5 The Gift is strictly not exchangeable or refundable for cash, credit or kind.

2.6 OCBC Bank reserves the right to substitute or replace the Gift with any item of similar value at its sole discretion without notice to any person.

### 3. GENERAL

3.1 The Gift(s) made available to Qualified Customers pursuant to these terms and conditions are not exchangeable or refundable for cash, credit or kind.

3.2 The eligibility of any Qualified Customers to participate in this Benefit and/or receive the Gift shall be determined at the absolute discretion of OCBC Bank.

3.3 OCBC Bank shall have the right to use agents, contractors or correspondents or any other third party as it deems appropriate in its sole and absolute discretion to administer and/or implement the Benefit and OCBC Bank shall not be liable to any person for any act, omission or neglect on the part of such agents, contractors, correspondents or third parties.

3.4 OCBC Bank may at any time at its sole and absolute discretion, without notice or assigning any reasons therefore, delete, vary, supplement, amend or modify the terms of the Benefit at any time. The Qualified Customers are deemed to accept and are bound by such variations, additions, deletions, amendments and/or modifications if the Qualified Customers do not terminate the use of the Card.

3.5 OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the Benefit, or any product and/or service relating to the Benefit. 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 Benefit, and/or the use of any product and/or service relating to the Benefit, by any person, howsoever arising.

3.6 OCBC Bank's decisions on all matters relating to the Benefit 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 Benefit, these terms and conditions shall prevail.

3.7 OCBC Bank reserves the right to suspend, withdraw or terminate the Benefit at any time without notice. The decision of OCBC Bank on all matters relating to the Benefit shall be final, binding and conclusive on all customers, including without limitation, any decision on the eligibility of any person to participate in this Benefit.

3.8 By participating in this programme, each Qualified Customer agrees and consents to the collection, use, disclosure, and processing of their personal data by OCBC and its related corporations (collectively, "OCBC Group") for the purposes of this programme Gift (including, but not limited to, disclosures to any relevant third party service providers and partners), and any other applicable purposes as set out in OCBC's Data Protection Policy, available at <https://www.ocbc.com/personal-banking/policies>.

3.9 In the event of any inconsistency between terms and conditions and any brochure, marketing or promotional materials relating to Benefit, the terms of the Benefit as set out herein shall prevail.

3.10 These terms and conditions shall be governed by the laws of Singapore and each participant in the Benefit irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.

3.11 A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.