

Terms and Conditions Governing OCBC Open Electricity Market Promotion (1 December – 31 December 2021) with Senoko Energy Supply Pte Ltd ("Senoko Energy") ("Promotion")

## **Promotion Period**

1. The Promotion shall run from 1 December 2021 to 31 December 2021, both dates inclusive ("Promotion Period").

## Eligibility

- 2. You are eligible to take part in the Promotion ("Eligible Cardmember") if:
  - (a) you are an existing OCBC Cardmember (except for the cards excluded in Clause 8 below);
  - (b) your OCBC Card account is active and in good standing with OCBC during the Promotion Period;
  - (c) renewal customers of Senoko Energy who had previously set up a recurring payment arrangement for Senoko Energy with an OCBC Card or;
  - (d) new and renewal customers of Senoko Energy who have not set up a recurring arrangement for Senoko Energy with a OCBC Credit
  - (e) during the Promotion Period, you are among the first 450 new or renewal customers of Senoko Energy who:
    - renew or sign up for a Senoko Energy residential electricity price plan ("Senoko Energy Plan") with a duration of twelve (12) months via the promo code "OCBCGIFT10"; and/or with a duration of twenty-four (24) months via the promo code "OCBCGIFT90"
    - ii. successfully set up a recurring payment arrangement by 28 February 2022; and
    - iii. make the first recurring payment for the Senoko Plan to an OCBC Card by 30 June 2022.
- 3. If you did not set up recurring payment using your OCBC Card at the point of sign up for a Senoko Energy Plan, you may do so now by logging into your Senoko's online account or by downloading the Senoko Energy App.

## **Promotion and Rebate**

4. Each Eligible Cardmember shall receive a one-time S\$90 Senoko Energy Plan bill rebate (the "Rebate") for 24-month sign-ups, or a one-time S\$10 Senoko Energy Plan bill rebate (the "Rebate") for 12-month sign-up.

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- 5. Senoko Energy will award the Rebate to the Eligible Cardmember's Senoko Energy bill by 31 Jul 2022.
- 6. The maximum amount of Rebate that may be earned is S\$90 or S\$10 per Eligible Cardmember, regardless of total number of cards (principal cards or supplementary cards) used to set up the recurring payment during the applicable contract period of the relevant Senoko Energy plan that is signed up.
- 7. In the event the Eligible Cardmember's bill with the Merchant is lower than the Rebate amount, the balance Rebate shall be carried forward and applied to subsequent bills until all the Rebate has been utilised.
- 8. This Promotion is valid for all 12-month and 24-month Senoko Energy Plans.
- 9. The following cards are not eligible for the Promotion: OCBC Private Label Cards, OCBC Corporate Cards, BOS Voyage Corporate Cards and all OCBC Business Debit Cards.
- 10. Senoko Energy has the right to claw-back the Rebate previously awarded under the Promotion if the recurring payment arrangement is terminated within 24 months from the commencement date of Senoko Energy Plan.
- 11. By participating in this Promotion, each Eligible Cardmember authorises OCBC and/or Senoko Energy to disclose to any party the particulars of the Eligible Cardmember as OCBC and/or Senoko Energy may consider necessary, for the purposes of administering this Promotion.

## General

- 12. The eligibility of any Eligible Cardmember to receive any Rebate shall be determined at the absolute discretion of OCBC and Senoko Energy.
- 13. OCBC and Senoko Energy reserves the right at each of 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 but not limited to, the eligibility of any cardholder and the dates of the Promotion.
- 14. 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 and vice versa. 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 and vice versa.
- 15. OCBC's and Senoko Energy'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 and Senoko Energy. 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.

- 16. OCBC and Senoko Energy shall not be responsible for any loss, damage, liability, expense or such other consequences suffered or incurred by any person in connection with the Promotion howsoever arising, including but not limited to 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. OCBC and Senoko Energy shall not be responsible or liable for any indirect or consequential damage or economic loss suffered or incurred by you or by any person, arising from or in connection with the Promotion.
- 18. These terms and conditions shall be governed by the laws of Singapore and each participant in the Promotion irrevocably submits to the 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 (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.