

2017 Chinese New Year Dining Cashback Promotion Terms and Conditions

Eligibility

1. The 2017 Chinese New Year Dining Cashback Promotion ("**Promotion**") is available from 1 January to 28 February 2017 (both dates inclusive) ("**Promotion Period**"). The Promotion is open to all eligible principal cardholders of Standard Chartered Credit and MANHATTAN cards ("**Cards**") issued by Standard Chartered Bank (Singapore) Limited in Singapore ("**Bank**") (collectively, "**Eligible Cardholders**"). By participating in the Promotion, Eligible Cardholders agree to be bound by these terms and conditions.
2. Under this Promotion, Eligible Cardholders can get 15% Cashback on their Qualifying Dining Transactions as defined below ("**15% Dining Cashback**"), subject to the terms below.
3. The following Cards are not eligible for the Promotion:
 - a. AIA co-brand Cards;
 - b. Corporate Liability Cards; and
 - c. Debit Cards.
4. Eligible Cardholders whose Cards' accounts have been suspended, cancelled or terminated for any reason during the Promotion Period and until 31 March 2017 are not eligible for the Promotion.

Participation

5. To participate in the Promotion, Eligible Cardholders must successfully register their Card ("**Registered Card**") by:
 - (a) Sending an SMS in the format set out in Clause 7 below ("**SMS Registration**"); or
 - (b) Registering online at our website ("**Online Registration**") at sc.com/sg/cny ("**Website**") during the Promotion Period.
6. The Promotion will only be extended to the first 32,000 registrations successfully received by us *via* SMS Registration and/or Online Registration during the Promotion Period. The Bank will not accept any:-
 - (a) Attempts to register before and/or after the Promotion Period;
 - (b) Registrations after the first 32,000 registrations; and
 - (c) Registrations that are not in the prescribed format (as set out at Clauses 7 and 8 below).

All such registrations will be considered by the Bank to be invalid and/or void.

7. For SMS Registrations, all SMSes must be composed in the following format:

"CNY<space>16-digit Standard Chartered Credit Card number" (Example: CNY 4509123456789000).

The composed SMS must be sent to 77222. All SMS Registrations which are not in this prescribed format will not be accepted and will be considered by the Bank to invalid and/or void.

8. For Online Registrations, Eligible Cardholders must register and submit their 16-digit Standard Chartered Credit Card number via the Website.
9. An acknowledgement of successful registration will be sent to the mobile number which the Eligible Cardholder had used for his/her registration (in the case of SMS Registration) or reflected on the registration webpage (in the case of Online Registration).
10. Eligible Cardholders may register their Cards anytime within the Promotion Period. Eligible Cardholders may register multiple Cards for the Promotion subject to these terms and conditions. Eligible Cardholders need to register once for *each* Card by either SMS Registration or Online Registration.
11. It is the Eligible Cardholder's responsibility to ensure that the correct Card number, to which transactions are intended to be charged under the Promotion, is submitted in the SMS Registration or Online Registration. If an Eligible Cardholder, having successfully registered a particular Card number by SMS Registration or Online Registration, charges an amount to a different Card which has not been registered for the Promotion, such amount will not be considered as a Qualifying Dining Transaction or an Eligible Transaction for the purposes of this Promotion (as defined below).
12. The speed and reliability of service of the Eligible Cardholder's internet and/or mobile connection is dependent solely on his/her respective internet and/or mobile service providers. The Bank is not responsible or liable in any manner whatsoever for any delay or failure in the transmission or receipt of any SMS Registration and Online Registration, or any failure to register resulting from the same. Eligible Cardholders shall be solely responsible for all fees and charges imposed by their service providers in the SMS Registration and/or the Online Registration (as the case may be).
13. By registering for the Promotion and participating in the Promotion, the Eligible Cardholder consents to the use of his/her personal data for marketing purposes, including but not limited to the use of his/her telephone number to contact him/her about products and promotions offered by the Bank from time to time via telephone, SMS or multimedia messaging. Such consent will supersede any prior choices made by the Eligible Cardholder. Such consent will also prevail even if the Cardholder is registered or subsequently registers his/her contact information with the national Do Not Call Registry.

Promotion mechanics

14. **“Qualifying Dining Transactions”** are dining spends charged to the Registered Card made at dining establishments in Singapore and overseas classified under the Merchant Category Codes (“MCC”) of Restaurants and eating places (5811/5812), Fast Food Restaurants (5814) and Pubs & Bars (5813). Local hotel restaurant spends charged in Singapore dollars will also be eligible. For avoidance of doubt, purchases from bakeries, supermarkets, catering companies and overseas hotel restaurants that are not under the MCCs stated above will not be considered as Qualifying Dining Transactions for this Promotion. You will only earn the 15% Dining Cashback on Qualifying Dining Transactions.
15. To qualify for the Promotion, the Eligible Cardholder must meet the minimum spend requirement of \$1,088 (**“Minimum Spend”**) in his/her total eligible spends (**“Eligible Transactions”**) in each of the Qualifying Periods as follows:
- a) From 1 January to 31 January 2017 (both dates inclusive) (**“First Period”**); and
 - b) From 1 February to 28 February 2017 (both dates inclusive) (**“Second Period”**).

The First Period and Second Period shall each be known as a **“Qualifying Period”** and collectively known as **“Qualifying Periods”**.

For example, If an Eligible Cardholder meets the Minimum Spend requirement in the First Period and only spends \$888 on Eligible Transactions in the Second Period, he is only eligible for the 15% Dining Cashback on Qualifying Dining Transactions for the First Period, but not the Second Period.

16. If an Eligible Cardholder satisfies the conditions in Clause 15 above, then he/she will be entitled to the 15% Dining Cashback on all **Qualifying Dining Transactions** made on the Registered Card for the respective Qualifying Period. The maximum 15% Dining Cashback awarded for each Qualifying Period is **capped at \$88** for each Eligible Cardholder.

17. To illustrate:

Scenario	15% Dining Cashback on Qualifying Dining Transactions awarded
Eligible Cardholder charges a total of \$2,000 in Eligible Transactions during the First Period to his/her Registered Card. Of this \$2,000, \$500 are Qualifying Dining Transactions in accordance with Clause 14.	Yes, 15% Dining Cashback on the \$500 of Qualifying Dining Transactions will be accorded for the First Period given that the Minimum Spend criteria has been met. Cashback amount is \$75.

<p>Eligible Cardholder charges a total of \$2,000 in Eligible Transactions during the First Period to his/her Registered Card. Of this \$2,000, \$1,500 are Qualifying Dining Transactions in accordance with Clause 14.</p>	<p>Yes, 15% Dining Cashback on the \$1,500 of Qualifying Dining Transactions will be accorded for the First Period given that the Minimum Spend criteria has been met. However, Cashback awarded will be capped at \$88.</p>
<p>Eligible Cardholder charges a total of \$1,100 in Eligible Transactions during the First Period to his/her Registered Card. None of the transactions are Qualifying Dining Transactions.</p>	<p>Eligible Cardholder may have met the Minimum Spend criteria however the Cashback will be \$0 as there are no Qualifying Dining Transactions.</p>
<p>Eligible Cardholder charges a total of \$2,000 in Eligible Transactions during the First Period to his/her Registered Card. Of this \$2,000, \$200 are Qualifying Dining Transactions in accordance with Clause 14.</p> <p>Eligible Cardholder charges a total of \$1,100 in Eligible Transactions during the First Period to another of his/her Registered Card. Of this \$1,100, \$500 are Qualifying Dining Transactions in accordance with Clause 14.</p>	<p>Yes, 15% Dining Cashback on the \$700 of Qualifying Dining Transactions (both cards combined) will be accorded for the First Period given that the Minimum Spend criteria has been met. However, Cashback awarded will be capped at \$88.</p>
<p>Eligible Cardholder charges a total of \$2,000 in Eligible Transactions during the First Period to his/her Registered Card. Of this \$2,000, \$500 are Qualifying Dining Transactions in accordance with Clause 14.</p> <p>During the Second Period, the Eligible Cardholder charges a total of \$500 in Eligible Transactions to his/her Registered Card. Of this \$500, \$200 are Qualifying Dining Transactions in accordance with Clause 14.</p>	<p>Yes, 15% Dining Cashback on the \$500 of Qualifying Dining Transactions will be accorded for the First Period given that the Minimum Spend criteria has been met. Cashback amount is \$75.</p> <p>However, the Customer will not be accorded the 15% Dining Cashback for the Second Period given that the Minimum Spend criteria has not been met.</p>

18. All Eligible Transactions and Qualifying Dining Transactions must be charged to the same Registered Card. We are not responsible for any failure or delay in the transmission of the transactions by any party including but not limited to MasterCard®/Visa acquiring merchants, merchant establishments, or any telecommunication provider

19. The Eligible Cardholder is allowed to register multiple Cards to be eligible for the 15% Dining Cashback on an account level. However, each Card must individually meet all criteria to be eligible for the 15% Dining Cashback. In such cases, the Qualifying Dining Transactions on each Card will be combined for each Qualifying Period. For the avoidance of doubt, each Eligible Cardholder will still only be entitled to a maximum of \$88 Cashback per Qualifying Period.
20. Eligible Cardholders who have qualified to receive the 15% Dining Cashback will be notified either by SMS by no later than 30 April 2017.
21. The 15% Dining Cashback is non-transferable, non-assignable, non-exchangeable and non-redeemable for cash or credit or otherwise.
22. If the Eligible Cardholder registers after the First Period but satisfies the criteria in Clause 15 – i.e. the Minimum Spend for the First Period, the Eligible Cardholder will still be entitled to the 15% Dining Cashback on all Qualifying Dining Transactions for the First Period.

General

23. The Registered Card account must be valid as of 30 April 2017 (i.e. must not be suspended, cancelled and/or terminated), in good standing, and conducted in a proper and satisfactory manner as determined by the Bank in its discretion. Failing this, the 15% Dining Cashback will be forfeited.
24. The following transactions charged to a Registered Card will not be considered as Eligible Transactions:
 - (a) Insurance premiums, including premiums for investment-linked policies, charged to the Registered Card;
 - (b) Bill payments (Examples of bill payment merchants include but are not limited to Telecommunications and utilities providers such as Starhub, Singtel and M1, Singapore Power);
 - (c) Any payment via AXS network;
 - (d) Any payment via SAM network;
 - (e) Payments to government agencies which include but not limited to Land Transport Authority, Housing Development Board, Inland Revenue Authority of Singapore, Public Utilities Board, Immigration & Checkpoints Authority and the Ministry of Manpower;
 - (f) Income tax payments;
 - (g) EZ-Link cards transactions;
 - (h) Transit Link transactions;
 - (i) Any transactions pertaining to Merchant Category Codes 6211 (Security Brokers/Dealers) and 7995 (Gambling/Lotto);
 - (j) Balance transfers to the Registered Card, cash advances from the Registered Card, purchases via NETS and ongoing instalment payments;
 - (k) Any fees and charges (including annual fees, interest charges, cheque processing fees, administrative fees, cash advance fees, finance charges and/or late payment charges and other miscellaneous fees and charges) charged to the Registered Card;

- (l) Any amount charged to the Registered Card during the Promotion Period that is subsequently cancelled, voided or reversed; and
 - (m) Balance owing on the Registered Card account from other months.
25. For new retail transactions charged to the Registered Card during the Promotion Period which are successfully converted into monthly instalments, either:
- a) At the point of sale by tie up merchants, the monthly instalment amount (and not the total amount charged for that transaction) will be considered as an Eligible Transaction.
 - b) At a later date by us, the total amount charged (and not the converted monthly instalment amount) will be considered as an Eligible Transaction.
26. Eligible Transactions or Qualifying Dining Transaction charged to supplementary cards to a Registered Card's account will be counted towards the calculation of the Minimum Spend or Qualifying Dining Transactions for the purposes of this Promotion.
27. For non-Singapore dollar transactions charged to the Registered Card, the transaction amount posted in the Eligible Cardholder's Registered Card account (which is inclusive of the exchange rate conversion and commission, if any) will be considered as the amount for the purpose of determining the Registered Card's Minimum Spend or Qualifying Dining Transactions.
28. The Bank is not responsible for any failure or delay in the transmission of any transaction by any party, including but not limited to acquiring merchants, merchant establishments, or any telecommunication provider.
29. The Bank reserves the right to vary, modify, add or delete any of these terms and conditions, including terminating, shortening, extending or withdrawing the Promotion and/or substituting the 15% Dining Cashback with any other item (which may or may not be of equivalent or similar value), without prior notice or reason.
30. The Bank accepts no liability for the goods and services provided by any merchant, restaurant or service provider. In case of any disputes, the decision of the Bank and the respective merchants/restaurants shall be final.
31. The Bank's determination of all matters relating to this Promotion, including but not limited to:
- a) Eligibility to participate in the Promotion;
 - b) Determining if a Card is to be or has been registered;
 - c) Calculation of the Eligible Transactions and Qualifying Dining Transactions;
- is conclusive and final, and no correspondence will be entertained.
32. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the Promotion, these terms and conditions shall, to the extent of such inconsistency, prevail.

33. In the event the Bank has determined that an Eligible Cardholder is not eligible to receive any part or all of the 15% Dining Cashback or to participate in the Promotion, or where the Bank has knowledge of subsequent events which would mean that the Eligible Cardholder would not have been entitled to receive any part or all of the 15% Dining Cashback (including but not limited to where the charges used to meet the relevant requirements for the Minimum Spend and/or Qualifying Dining Transactions were reversed or refunded), the Bank reserves the right to claw back any part or all of the 15% Dining Cashback or to deduct the value of any part or all of the 15% Dining Cashback from the Eligible Cardholder's account(s) with the Bank. For the purposes of clawing back any part or all of the 15% Dining Cashback, each participant authorizes and consents to the Bank debiting the value of any part or all of the 15% Dining Cashback from any of his/her/their Credit Card accounts.
34. Please read these terms and conditions together with our Customer Terms, Credit Card Terms and/or any other product terms that may be applicable in relation to this Promotion (collectively, "**Other Terms**"). If there is any inconsistency between these terms and conditions and the Other Terms, these terms and conditions shall, to the extent of such inconsistency, prevail.
35. A person who is not a party to these terms and conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of these terms and conditions.
36. These terms and conditions are governed and construed in accordance with the laws of Singapore. Any dispute arising out of these terms and conditions shall be referred to the exclusive jurisdiction of the Courts of Singapore.
37. All information is accurate at the time of publication.