

Christmas 2016 Promotion Terms and Conditions

Eligibility

1. The Christmas 2016 Promotion ("**Christmas 2016 Promotion**") is available from 1 November to 31 December 2016 (both dates inclusive) ("**Christmas 2016 Promotion Period**"). The Christmas 2016 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 Christmas 2016 Promotion, Eligible Cardholders agree to be bound by these terms and conditions.
2. The Christmas 2016 Promotion comprises of the following:
 - a. The "Spend and Redeem" Promotion (the "**Christmas 2016 Spend & Redeem Promotion**");
 - b. The "Cashback on eCommerce and Overseas Transactions" Promotion (the "**Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion**"); and
 - c. The "Lucky Draw" Promotion (the "**Christmas Lucky Draw**").
3. Unless otherwise stated, the Christmas 2016 Promotion is not valid with other offers, discounts, rebates, vouchers, privileges or promotions. The Christmas 2016 Promotion is valid in conjunction with the Bank's "Christmas 2016 Shake The Tree Promotion" (the terms and conditions of which can be found [here](#)). The Christmas 2016 Promotion is also valid in conjunction with the Standard Chartered and Uber 2016/2017 Promotion (the terms and conditions of which can be found [here](#)) and the Standard Chartered Caltex 2016 Promotion (the terms and conditions of which can be found [here](#)).
4. The following Cards are not eligible for the Christmas 2016 Promotion:
 - a. AIA co-brand Cards;
 - b. Corporate Liability Cards; and
 - c. Debit Cards;
5. Eligible Cardholders whose Cards' accounts have been suspended, cancelled or terminated for any reason during the Christmas 2016 Promotion Period and until 28 February 2017 are not eligible for the Christmas 2016 Promotion.

Participation

4. To participate in the Christmas 2016 Promotion, Eligible Cardholders must successfully register their Card ("**Registered Card**") by:
 - (a) Sending an SMS in the format set out in Clause 6 below ("**SMS Registration**"); or
 - (b) Registering online at our website ("**Online Registration**") at sc.com/sg/xmas ("**Website**") during the Christmas 2016 Promotion Period.
5. The Christmas 2016 Promotion is limited to the first 100,000 registrations received by us via SMS Registration and/or Online Registration during the Christmas 2016 Promotion Period. The Bank will not accept any:-
 - (a) Attempts to register before and/or after the Christmas 2016 Promotion Period;

- (b) Registrations after the first 100,000 registrations; and
- (c) Registrations that are not in the prescribed format (as set out at Clauses 6 and 7 below).

All such registrations will be considered by the Bank to be invalid and/or void, and the Bank's determination shall be final and conclusive.

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

"XMAS<space>16-digit Standard Chartered Credit Card number"
(Example: XMAS 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 be invalid and/or void, and the Bank's determination shall be final and conclusive.

7. For Online Registrations, Eligible Cardholders must register and submit their 16-digit Standard Chartered Credit Card number via the Website.
8. 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).
9. Eligible Cardholders may register their Cards anytime within the Christmas 2016 Promotion Period. Eligible Cardholders may register multiple Cards for the Christmas 2016 Promotion subject to these terms and conditions. Eligible Cardholders need to register once for each Card by either SMS Registration or Online Registration.
10. It is the Eligible Cardholder's responsibility to ensure that the correct Card number, to which transactions are intended to be charged under the Christmas 2016 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 Christmas 2016 Promotion, such amount will not be considered as a Qualifying Transaction (as defined at Clause 13 below).
11. 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).
12. By registering for the Christmas 2016 Promotion and participating in the Christmas 2016 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 also prevail even if the Cardholder is registered or subsequently registers his/her contact information with the national Do Not Call Registry.

The Christmas 2016 Spend & Redeem Promotion

13. To qualify for the Christmas 2016 Spend & Redeem Promotion, the Eligible Cardholder must during the Christmas 2016 Promotion Period, charge retail transactions based on transaction date (which **excludes** those transactions set out at Clause 45 below) to a Registered Card (“**Qualifying Transactions**”). The respective amounts that must be charged to each Registered Card (“**Spend Amount**”) in order to receive a corresponding gift (“**Gift**”) are set out in the table below. Different Gifts will be distributed based on the Spend Amount (“**Spend Tiers**”). On reaching each Spend Tier, the Eligible Cardholder will be entitled to redeem the Gift indicated in the second column of the table below.

Spend Amount	Gift
<u>Spend Tier 1:</u> S\$8,000 to S\$15,999	<u>Gift 1 (“Gift 1”):</u> Samsonite Casso 28” Spinner Luggage Limited to 3,500 sets.
<u>Spend Tier 2:</u> S\$16,000 and above	<u>Gift 2 (“Gift 2”):</u> 1-night stay in Wonderful Room at W Singapore – Sentosa Cove Limited to 1,000 sets.

14. Each Eligible Cardholder is eligible for one (1) Gift only (i.e. 1 out of Gifts 1 and 2) under the Christmas 2016 Spend & Redeem Promotion. In the event that multiple Cards have been registered by him/her, the Gift will be determined based on the Registered Card with the highest Spend Amount. The Bank will not combine or consolidate the respective Spend Amounts on different Cards for this Christmas 2016 Spend & Redeem Promotion. For the avoidance of doubt, an Eligible Cardholder cannot receive both Gift 1 and Gift 2, and by way of illustration, once the Spend Amount on the Registered Card reaches Spend Tier 2, the Eligible Cardholder will no longer be able to claim a Gift under Spend Tier 1.

Illustration of eligibility:

Scenarios	Eligibility
Eligible Cardholder registered 2 Cards (Card A and Card B) - Card A: Spent S\$22,000 in Qualifying Transactions Card B: Spent S\$12,000 in Qualifying Transactions	Card A is taken and grouped into Spend Tier 2 as this Card has the higher Spend Amount. Eligible Cardholder is eligible for <u>one</u> “Gift 2” provided he/she is one of the first 1,000 to qualify.
Eligible Cardholder registered 2 Cards (Card A and Card B) - Card A: Spent S\$10,000 in Qualifying Transactions Card B: Spent S\$7,000 in Qualifying Transactions	Card A is taken and grouped into Spend Tier 1 as this Card has the higher Spend Amount. Cardholder must be within the first 3,500 cardholders to meet the minimum spends of S\$8,000 to be eligible for Gift 1.

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15. The Gifts are strictly non-transferable and non-exchangeable (for cash or credit or otherwise).
16. Eligible Cardholders who have qualified to receive any of the Gifts will be notified either by mail or SMS by no later than 28 February 2017.

The Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion

17. For purposes of the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion, a **“Qualifying eCommerce and Overseas Transaction”** is a spend charged online to the Registered Card and/or made in foreign currency and charged to the Registered Card Provided That such transaction is not a transaction made on the Uber App or UberEats App. For the avoidance of doubt, transactions made on the Uber App or UberEats App will not be considered as Qualifying eCommerce and Overseas Transactions for this Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion. Purchases beyond Singapore but charged in Singapore Dollar will not be considered as Qualifying eCommerce and Overseas Transactions for this Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion. Purchases in Singapore but charged in foreign currency which are not transactions made on the Uber App or UberEats App will be considered as Qualifying eCommerce and Overseas Transactions for this Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion.
18. To qualify for Cashback under the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion, the Eligible Cardholder must be within the first 8,000 cardholders to meet the minimum spend requirement of S\$5,000 (**“Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion Minimum Spend”**) in his/her total eligible (which **excludes** those transactions set out at Clause 45 below) spends on his/her Registered Card (**“Eligible Transactions”**) during the Christmas 2016 Promotion Period.
19. Subject to Clause 22, if the Eligible Cardholder has more than one Registered Card and wishes to aggregate the amounts of Qualifying eCommerce and Overseas Transactions from his/her Registered Cards, to qualify for Cashback under the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion, each Registered Card must satisfy the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion Minimum Spend in Eligible Transactions during the Christmas 2016 Promotion Period.
20. If an Eligible Cardholder satisfies the conditions in Clauses 18 or 19 above, then he/she will be entitled to a 15% cashback (**“Cashback”**) on all Qualifying eCommerce and Overseas Transactions made on the Registered Card(s) during the Christmas 2016 Promotion Period. The maximum amount of Cashback that can be awarded to each Eligible Cardholder under the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion is **capped at S\$150**.
21. To illustrate:

Scenario	15% Cashback awarded on Qualifying eCommerce and Overseas Transactions
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<p>Eligible Cardholder charges a total of S\$5,000 in Eligible Transactions during the Christmas 2016 Promotion Period to his/her Registered Card. Of this S\$5,000, S\$500 is from Qualifying eCommerce and Overseas Transactions in accordance with Clause 17.</p>	<p>Yes, 15% eCommerce and Overseas Cashback on the S\$500 of Qualifying eCommerce and Overseas Transactions will be awarded for the Christmas 2016 Promotion Period provided that the cardholder is within the first 8,000 to meet the Minimum Spend criteria of S\$5,000. The Cashback amount will be S\$75.</p>
<p>Eligible Cardholder charges a total of S\$5,000 in Eligible Transactions during the Christmas 2016 Promotion Period to his/her Registered Card. Of this S\$5,000, S\$1,500 is from Qualifying eCommerce and Overseas Transactions in accordance with Clause 17.</p>	<p>Yes, 15% eCommerce and Overseas CashBack on the S\$1,500 of Qualifying eCommerce and Overseas Transactions will be awarded for the Christmas 2016 Promotion Period provided that the cardholder is within the first 8,000 to meet the Minimum Spend criteria of S\$5,000. However, the amount of Cashback awarded will be capped at S\$150.</p>
<p>Eligible Cardholder charges a total of S\$5,000 in Eligible Transactions during the Christmas 2016 Promotion Period to his/her Registered Card. None of the transactions are Qualifying eCommerce and Overseas Transactions.</p>	<p>No cashback because the Eligible Cardholder may have met the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion Minimum Spend criteria but there is no Qualifying eCommerce and Overseas Transaction.</p>
<p>Eligible Cardholder charges a total of S\$5,000 in Eligible Transactions during the Christmas 2016 Promotion Period to one of his/her Registered Card. Of this S\$5,000, S\$200 is from Qualifying eCommerce and Overseas Transactions in accordance with Clause 17.</p> <p>Eligible Cardholder charges a total of S\$5,000 in Eligible Transactions during the Christmas 2016 Promotion Period to another of his/her Registered Card. Of this S\$5,000, S\$900 is from Qualifying eCommerce and Overseas Transactions in accordance with Clause 17.</p>	<p>Yes, 15% eCommerce and Overseas Cashback will be awarded based on the total of S\$1,100 of Qualifying eCommerce and Overseas Transactions (both cards combined) provided that the cardholder is within the first 8,000 to meet the Minimum Spend criteria of S\$5,000 on each of the 2 Registered Cards. However, Cashback awarded will be capped at S\$150.</p>

<p>Eligible Cardholder charges a total of S\$5,000 in Eligible Transactions during the Christmas 2016 Promotion Period to his/her Registered Card. Of this S\$5,000, S\$200 is from Qualifying eCommerce and Overseas Transactions in accordance with Clause 17.</p>	<p>15% eCommerce and Overseas Cashback will be awarded only on the Registered Card provided that the cardholder is within the first 8,000 to meet the Minimum Spend criteria of S\$5,000.</p>
<p>Eligible Cardholder charges a total of S\$1,000 in Eligible Transactions during the Christmas 2016 Promotion Period to another of his/her Registered Card. Of this S\$1,000, S\$900 is from Qualifying eCommerce and Overseas Transactions in accordance with Clause 17.</p>	<p>Therefore, cashback will be awarded based only on S\$200 of Qualifying eCommerce and Overseas Transactions.</p>

22. All Eligible Transactions and Qualifying eCommerce and Overseas Transactions must be charged to the same Registered Card, and there can be no combining of Eligible Transactions transacted on different Registered Cards into one Registered Card to satisfy the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion Minimum Spend and also no combining of Qualifying eCommerce and Overseas Transactions transacted on different Registered Cards into one Registered Card. The Bank is 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
23. Any Cashback awarded under the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion will be credited to the credit card account of the Registered Card by 28 February 2017. If the Eligible Cardholder has more than one Registered Card and aggregated the amounts of Qualifying eCommerce and Overseas Transactions from his/her Registered Cards, the Cashback will be credited to the credit card account of only one of the Registered Card determined by the Bank at its sole and absolute discretion.
24. Eligible Cardholders who have qualified to receive Cashback under the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion will be notified either by mail or SMS by no later than 28 February 2017.
25. The Cashback is non-transferable, non-assignable, non-exchangeable and non-redeemable for cash or credit or otherwise.

The Christmas 2016 Lucky Draw

26. To qualify for the Christmas 2016 Lucky Draw, the Eligible Cardholder must meet the minimum spend requirement of S\$1,000 (“**Christmas 2016 Lucky Draw Minimum Spend**”) in Eligible Transactions on a Registered Card during the Christmas 2016 Promotion Period.
27. A person who is (i) an employee of each of Standard Chartered PLC and its subsidiaries and affiliates (which, for the avoidance of doubt, includes employees of the Bank or its subsidiaries) (ii) immediate family members of the employees falling within Clause 27(i) above, (iii) an employee of any partner, sponsor and agency (including, without limitation, any external auditor and advertising agency) who is directly involved in organizing or the conduct of the Christmas 2016 Lucky Draw, or (iv) otherwise involved in organizing or administering the Christmas 2016 Lucky Draw, at any point up to the date of Notification (as defined in Clause 33 below) and as

determined at the sole and absolute discretion of the Bank, is not eligible to participate in the Christmas 2016 Lucky Draw.

28. Eligible Cardholders who meet the Christmas 2016 Lucky Draw Minimum Spend on their Registered Card during the Christmas 2016 Promotion Period, for every S\$100 charged to the Registered Card, will receive one chance to participate in the Christmas 2016 Lucky Draw and stand to win a pair of Singapore Airlines Suites tickets to Paris (each pair of air tickets, a “**Christmas 2016 Lucky Draw Prize**”). For the avoidance of doubt, if and only if an Eligible Cardholder meets the Christmas 2016 Lucky Draw Minimum Spend on a Registered Card, an Eligible Cardholder will also earn one chance for every S\$100 spent on the Registered Card to meet the Christmas 2016 Lucky Draw Minimum Spend.
29. Illustration of eligibility:

Scenarios	Eligibility
Eligible Cardholder charges a total of S\$900 in Eligible Transactions during the Christmas 2016 Promotion Period to his/her Registered Card.	No chances are awarded given that the Eligible Cardholder did not meet the Christmas 2016 Lucky Draw Minimum Spend criteria.
Eligible Cardholder charges a total of S\$1,000 in Eligible Transactions during the Christmas 2016 Promotion Period to his/her Registered Card.	10 chances will be awarded given that the Eligible Cardholder met the Christmas 2016 Lucky Draw Minimum Spend criteria and one chance is awarded for every S\$100 spent.
Eligible Cardholder charges a total of S\$1,800 in Eligible Transactions during the Christmas 2016 Promotion Period to his/her Registered Card.	18 chances will be awarded given that the Eligible Cardholder met the Christmas 2016 Lucky Draw Minimum Spend criteria and one chance is awarded for every S\$100 spent.

30. During the Christmas 2016 Promotion Period, there will be a total of 7 pairs of Singapore Airlines Suites tickets to Paris (collectively the “**Christmas 2016 Lucky Draw Prizes**”) available to be won in the Christmas 2016 Lucky Draw.
31. The Christmas 2016 Lucky Draw will be conducted on a date and at a venue determined by the Bank at its sole and absolute discretion.
32. The random selection and picking of winners of the Christmas 2016 Lucky Draw Prizes (the “**Christmas 2016 Lucky Draw Winners**”) will be verified by external auditors. We reserve the discretion to change any of the Christmas 2016 Lucky Draw mechanics without giving prior notice or reason (and the Bank shall not be obliged to disclose its reason). We may appoint any party as we deem fit as an external auditor for the Christmas 2016 Lucky Draw.
33. The Christmas 2016 Lucky Draw Winners will be notified by the Bank on or before 28 February 2017 or on a date determined by the Bank at its sole and absolute discretion (“**Announcement Date**”), via ordinary mail to the respective Christmas 2016 Lucky Draw Winners’ mailing address last registered and/or updated with the Bank (“**Notification**”).

34. In addition, the Bank will contact the Christmas 2016 Lucky Draw Winners within two (2) weeks from the Announcement Date to collect any further details required and/or otherwise to facilitate the processing of the Christmas 2016 Lucky Draw Prizes. The Christmas 2016 Lucky Draw Winners shall be solely responsible for furnishing such details.
35. The Christmas 2016 Lucky Draw Winners shall collect their Christmas 2016 Lucky Draw Prizes no later than four (4) weeks from the Announcement Date in accordance with the procedure stipulated in the Notification, unless otherwise notified by the Bank. The Christmas 2016 Lucky Draw Winners shall strictly comply with any directions given by the Bank in relation to the collection of the Christmas 2016 Lucky Draw Prizes.
36. The Christmas 2016 Lucky Draw Prizes are on an “as it is” basis; and each Christmas 2016 Lucky Draw Winner is limited to a maximum of one (1) Christmas 2016 Lucky Draw Prize for the Christmas 2016 Lucky Draw. The Christmas 2016 Lucky Draw Prizes are non-transferable, non-assignable, non-exchangeable and non-redeemable for cash. The Bank will not be liable or responsible for any additional expenditure that are incurred by the Christmas 2016 Lucky Draw Winners. Any additional expenses shall be solely borne by the Christmas 2016 Lucky Draw Winners.
37. The Christmas 2016 Lucky Draw Winners are solely responsible for obtaining all necessary travel documentation including, without limitation, all relevant passports and visas for himself/herself, any companion, his/her authorized representative and that authorized representative’s companion (where applicable). Insurance, including travel insurance, is not included in the Christmas 2016 Lucky Draw Prize. All other expenses (including, without limitation, taxes, fees, gratuities and other expenses) incurred are at the sole expense of individual Christmas 2016 Lucky Draw Winners, his/her companion, his/her authorized representative and that authorized representative’s companion (where applicable). The Bank and/or Singapore Airlines is not responsible for any consequences, including but not limited to costs incurred, if the Christmas 2016 Lucky Draw Winner, his/her companion, his/her authorized representative and that authorized representative’s companion (where applicable) is unable to travel overseas, whether by reason of their failure to obtain the necessary visa or otherwise.
38. A Christmas 2016 Lucky Draw Prize may be forfeitable at the sole and absolute discretion of the Bank if the Christmas 2016 Lucky Draw Prize is not collected in time or at all by a Christmas 2016 Lucky Draw Winner. Upon the exercise of such discretion by the Bank, the Christmas 2016 Lucky Draw Winner shall forfeit all rights and entitlement to any Christmas 2016 Lucky Draw Prize. All decisions of the Bank are final and binding.

General

39. Subject to Clauses 14, 19 and 22, an Eligible Cardholder’s spending on a Registered Card on Qualifying Transactions can be aggregated to satisfy the Spend Amount (for the Spend & Redeem Promotion), the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion Minimum Spend (for the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion) and the Christmas 2016 Lucky Draw Minimum Spend (for the Lucky Draw).
40. No payment or compensation whether in cash, credit or kind shall be made for any uncollected, lost, misplaced, defaced, stolen or damaged Gift or Christmas 2016 Lucky Draw Prize.
41. The Bank reserves the right to replace or substitute any Gift or Christmas 2016 Lucky Draw Prize with any item of equivalent or similar value, without prior notice or reason (and the Bank shall not be obliged to disclose its reason).

42. Except for death or personal injury caused by the negligence of the Bank, to the fullest extent permitted by law, the Bank and members of the Bank's group shall have no liability in respect of, and will be indemnified from and against, any liability, loss, claim, damage or costs of any kind (including legal costs) to any person or entity, in whole or in part, directly or indirectly, whether by reason of the acceptance, possession, use or misuse of a Gift or a Christmas 2016 Lucky Draw Prize.
43. The Gifts and the Christmas 2016 Lucky Draw Prizes are provided by third party merchant(s) who are not participants or sponsors of the Promotion. The Bank is not an agent of such merchant(s). The Bank makes no representation or warranty as to the Gift or the Christmas 2016 Lucky Draw Prizes or the quality of any goods and services provided by the merchant(s). Any dispute about the quality and condition of the Gifts or the Christmas 2016 Lucky Draw Prizes is to be resolved directly with the merchant(s). The Bank is not obliged to assist or act on the Eligible Cardholder's behalf in communicating with the merchant(s).
44. In the event that the Eligible Cardholder terminates his/her banking relationship with the Bank within 6 months of the expiry of the Christmas 2016 Promotion Period, the Bank further reserves the right to recover the whole or any part of the Gift, Cashback or Christmas 2016 Lucky Draw Prize (or such equivalent value) given to you under this Christmas 2016 Promotion. At the time of redemption of a Gift, Cashback or Christmas 2016 Lucky Draw Prize, the Registered Card account must be valid (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 sole and absolute discretion (and the Bank shall not be obliged to disclose its reason), failing which, the Gift, Cashback or Christmas 2016 Lucky Draw Prize (as the case may be) will be forfeited and the Bank shall also be entitled to recover the whole or any part of the Gift, Cashback or Christmas 2016 Lucky Draw Prize (or such equivalent value) given to you.
45. The following transactions charged to a Registered Card will not be considered as Qualifying 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) TransitLink 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.

46. For new retail transactions charged to the Registered Card during the Christmas 2016 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); or
 - (b) At a later date by us, the total amount charged (and not the converted monthly instalment amount),
- will be considered as a Qualifying Transaction provided such transaction is successfully posted during the Christmas 2016 Promotion Period.
47. Qualifying Transactions charged to supplementary cards to a Registered Card's account will be counted towards the calculation of an Eligible Cardholder's Spend Amount, (for the Christmas 2016 Spend & Redeem Promotion), the Christmas 2016 eCommerce & Overseas Currency Transactions Cashback Promotion Minimum Spend (for the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion) and the Christmas 2016 Lucky Draw Minimum Spend (for the Christmas 2016 Lucky Draw).
48. 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 Spend Amount (for the Christmas 2016 Spend & Redeem Promotion), the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion Minimum Spend (for the Christmas 2016 eCommerce & Overseas Transactions Cashback Promotion) and the Christmas 2016 Lucky Draw Minimum Spend (for the Christmas 2016 Lucky Draw) on the Registered Card.
49. 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.
50. The Bank reserves the right to vary, modify, add or delete any of these terms and conditions, including terminating, shortening, extending or withdrawing the Christmas 2016 Promotion, without prior notice or reason (and the Bank shall not be obliged to disclose its reasons).
51. Without prejudice to clause 44, in the event the Bank has determined (in the Bank's sole and absolute discretion) that an Eligible Cardholder has irregularly or wrongly redeemed the Gift or Cashback or received a Christmas 2016 Lucky Draw Prize from the Bank, or where the Bank has reasonable grounds to believe or knowledge of subsequent events which would mean that the Eligible Cardholder would not have been entitled to redeem the Gift or Cashback or receive a Christmas 2016 Lucky Draw Prize (including but not limited to where any Qualifying Transaction on a Registered Card is reversed or refunded), the Bank reserves the right to claw back the Gift, Cashback or the Christmas 2016 Lucky Draw Prize or to deduct the value of the Gift, Cashback or the Christmas 2016 Lucky Draw Prize from the Eligible Cardholder's account(s) with the Bank (whichever the case may be).
52. The Bank reserves the right to determine at its sole and absolute discretion all matters arising out of or in connection with the Christmas 2016 Promotion, including an Eligible Cardholder's eligibility and the applicable criteria. The Bank's determination of all matters relating to this Christmas 2016 Promotion (including but not limited to the eligibility to participate in the Christmas 2016 Lucky Draw) shall be final, conclusive and binding and, no appeal or objection on any grounds will be entertained (and the Bank shall not be obliged to disclose its reason).

53. 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.
54. Please read these terms and conditions together with our Customer Terms and Credit Card Terms (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.
55. 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.
56. 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.
57. All information is accurate at the time of publication.