

Terms and Conditions Governing the FRANK Account Promotion (the "Promotion")

Promotion Period

1. The promotion period is from 1 April 2017 to 31 May 2017 (both dates inclusive) or such other period as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC") in its absolute discretion (the "Promotion Period").

Eligibility

- 2. The Promotion is open to all individuals who meet all of the following conditions (collectively "Eligible Account Holders" and each an "Eligible Account Holder"):
 - a. the relevant individual must have successfully submitted an application with another relevant individual for FRANK Accounts ("Eligible Accounts") within the Promotion Period;
 - b. the Eligible Accounts must be applied at FRANK Stores;
 - c. the relevant individuals must be below 30 years of age in the year 2017 at the point of FRANK Account applications; and
 - d. the relevant individuals must not have cancelled any FRANK Accounts within the last 6 months prior to the commencement of the Promotion Period.

<u>The Gift</u>

- If all the criteria stated in Clause 2 have been satisfied to the absolute satisfaction of OCBC, the relevant Eligible Account holders will each be entitled to receive a Platinum Yoga 3-Class Trial Pass (the "Gift"). Limited to the first 1000 Eligible Account Holders.
- 4. Each Eligible Account Holder will receive the Gift upon successful application at the FRANK Stores.

<u>General</u>

- 5. OCBC Bank reserves the right to suspend, withdraw or terminate the Promotion at any time without notice. OCBC Bank shall not be liable to any person for any loss or damage arising in connection with the Promotion, including without limitation, any error in computing and chances, any breakdown or malfunctions in any computer systems or equipment. Without prejudice to the generality of the foregoing, OCBC Bank assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage-due mail.
- 6. The decision of OCBC Bank on all matters relating to the Promotion and these terms and conditions shall be final, binding and conclusive on all participants, including without limitation, any decision on the eligibility of any person or cancellation or



suspension of the Promotion. Subject to and without prejudice to the generality of the foregoing, OCBC Bank's record of the entries, allocated chances and/or any decision made in connection with the Promotion shall be final, binding and conclusive for all purposes. No correspondence or appeal will be entertained.

- 7. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional materials relating to the Promotion, these terms and conditions shall prevail.
- 8. 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 any one or more of these terms and conditions in such manner as OCBC Bank shall think fit, including without limitation, the eligibility of any customer, the bases and methods of identification of Eligible Customers and any dates in connection with the Promotion.
- 9. OCBC Bank shall not be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters or arising from these terms and conditions, the Promotion or the reward. Further, OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, cancel and/or invalidate any prize and/or voucher awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, cancellation or invalidation.
- 10. All customer contact details provided pursuant to the Promotion may be used by OCBC Bank in its sole discretion for future marketing related programs.
- 11. These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 12. The Platinum Yoga 3 Class Trial Pass can be redeemed at all Platinum Yoga outlets. Other Platinum Yoga Terms and Conditions apply www.platinumyoga.com.
- 13. Please visit frankbyocbc.com/account for the full terms and conditions.
- 14. OCBC shall not be responsible for the quality, merchantability or fitness for any aspect of the goods and/or services. Notwithstanding anything herein, OCBC shall not at any time be responsible or held liable for any defect or malfunction in any goods and/or services, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of any goods and/or services by any person. The Gift and the Voucher are not exchangeable for cash, kind or other goods and services. Merchant's terms and conditions apply.
- 15. All participants: (a) expressly and irrevocably permit OCBC Bank to contact them regarding the Promotion and (b) irrevocably permit and authorise OCBC Bank to disclose, reveal and divulge their information and particulars (including without limitation personal data) to any person including but not limited to the parties involved in organising, promoting and conducting the Promotion as OCBC Bank deems fit.
- 16. OCBC Bank's decisions on all matter relating to this Promotion shall be final, conclusive and binding on all participants. No correspondence or appeal shall be entertained by OCBC Bank.
- 17. 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 party to 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.