

# Terms & Conditions Governing the Coda x FRANK "Sitewide Sale" Promotion (the "Promotion")

## **Promotion Period**

The promotion period shall run from 7 March 2022 Singapore Time (SGT) 00:00 to 7 April 2022 SGT 23:59 (both dates inclusive), or such other periods(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") at its absolute discretion (the "Promotion Period").

### Eligibility

- You will qualify for the Promotion ("Eligible Cardmember") if:
  - you maintain a FRANK Account with OCBC Bank;
  - your FRANK Account is active and in good standing with OCBC Bank during the Promotion Period;
  - you pay using your FRANK Account at Coda Shop with a minimum order value of S\$50.
    For the purpose of this clause, FRANK Account shall mean payment through the FRANK Mobile App, OCBC FRANK Credit Card or OCBC FRANK Debit Card; and
  - you may only redeem this promotion once per FRANK Account.

#### **Promotion Mechanics**

• During the Promotion Period, the first 1,000 Eligible Cardmembers, determined by transaction date, who fulfil the criteria set out in these terms and conditions will receive a S\$10 cashback ("Cashback").

#### Cashback

- Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC Bank, the Cashback will be credited into the Eligible Customer's FRANK Account.
- The Cashback will be credited into the Eligible Customer's FRANK Account by 7 May 2022.
- Each Eligible Customer is only entitled to receive S\$10 Cashback under the Promotion.
- The Promotion shall not apply in conjunction with any other privileges or promotions.
- Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.
- OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, clawback, cancel and/or invalidate any cashback awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, clawback, cancellation or invalidation.
- If any Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback, OCBC Bank reserves the right to (i) withdraw the Cashback at any time; or (ii) claw-back the Cashback or request the relevant customer to repay to or compensate OCBC Bank the value of the Cashback at any time, and OCBC Bank shall have the right to debit the value of the Cashback 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 Cashback be withdrawn, if any Cashback is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Cashback for whatsoever reasons. In the event that any person entitled to the Cashback is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Cashback to another customer.

#### General

• The eligibility of any Eligible Customer to participate in this Promotion and/or receive any Cashback shall be determined at the absolute discretion of OCBC Bank.



Oversea-Chinese Banking Corporation Limited 65 Chulia Street OCBC Centre Singapore 049513 Co. Reg. No.:193200032W

- OCBC Bank reserves the right at 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 without limitation, the eligibility of any customer and the dates of the Promotion.
- OCBC Bank 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. 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 Promotion, and/or the use of any product and/or service relating to the Promotion, by any person.
- OCBC Bank'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 Bank. 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.
- OCBC Bank shall not be responsible for any loss or damage to any person in connection with the Promotion howsoever arising, including 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.
- These terms and conditions shall be governed by the laws of Singapore and each participant in the Promotion irrevocably submits to the non-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.

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