

Terms and Conditions Governing the FRANK Account and FRANK Debit Card New Account Application Promotion October 2020 to December 2020 (the “Promotion”)

1. Promotion Period

1.1 The promotion period shall be from 15 October 2020 to 31 December 2020 (both dates inclusive), or such other period(s) as may be determined by Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) in its absolute discretion (the “Promotion Period”).

2. Eligibility

2.1 This promotion is applicable to individuals who meet all of the following conditions (each an “Eligible Customer”):

- a. the relevant individual must not hold any existing OCBC deposit account within the period commencing from 1 April 2020 and ending on the last day of the Promotion Period (the “Eligibility Period”); and
- b. the relevant individual is a new FRANK Account and FRANK Debit Cardmember who has successfully signed up for a FRANK Account with FRANK Debit Card during the Promotion Period.

3. Promotion Reward Details

3.1 The first 500 Eligible Customers to fulfil the following criteria in each of the qualifying periods set out below will be entitled to receive a S\$10 cash credit (“**Cash Credit**”) (each a “**Qualified Customer**”):

Qualifying Criteria	Cash Credit
Submit an application to open a FRANK Account (“Eligible Account”) via (1) Myinfo at https://www.frankbyocbc.com/products/cards/debit-card or https://www.ocbc.com/personal-banking/cards/debit-card.page during the Promotion Period. The Eligible Account must also be approved and opened during the Promotion Period.	S\$10

3.2 There will be three qualifying periods during the Promotion Period as set out below:

- Period 1: 15 October to 31 October 2020
- Period 2: 1 November to 30 November 2020
- Period 3: 1 December to 31 December 2020

3.3 For the avoidance of doubt, the first 500 qualifying customers in each of the aforementioned periods will be eligible for the Cash Credit. This means that for the entire Promotion Period, there will be a total of 1500 Qualified Customers who will be entitled to receive the Cash Credit. Eligible Customers who do not manage to qualify for the Cash Credit in a given qualifying period

(i.e. they are not among the first 500 Eligible Customers during the relevant qualifying period) will not be considered for any subsequent qualifying periods.

3.4 The Cash Credit will be credited to each Qualified Customer's eligible FRANK Account within 2 months after the end of Promotion Period.

3.5 Each Qualified Customer is only eligible to receive a maximum of one (1) Cash Credit throughout the entire Promotion Period.

3.6 The Qualified Customer's FRANK Account must be active and in good standing at the time of crediting, and the Qualified Customer must continue to maintain his/her Frank Account for a period of six (6) months commencing from the end of the Promotion Period.

4. Additional Terms and Conditions

4.1 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 person and the dates of the Promotion.

4.2 The eligibility of each customer to participate in this Promotion and/or to receive the Cash Credit shall be determined at the absolute discretion of OCBC Bank.

4.3 OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Spend under the Promotion. If OCBC Bank in its sole and absolute discretion decides that any transaction is not to be considered a valid transaction, the Cash Credit will not be awarded.

4.4 OCBC Bank reserves the right to claw back the Cash Credit if a Qualified Customer closes his/her FRANK Account and FRANK Debit Card any time from the date it was opened and up to the date falling six (6) months from the end of the Promotion Period. Further, if any Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cash Credit (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) forfeit or withdraw the Cash Credit at any time; or (ii) (where the Cash Credit has been redeemed) claw-back the Cash Credit or request the relevant customer to repay to or compensate OCBC Bank the value of the Cash Credit at any time, and OCBC Bank shall have the right to debit the value of the Cash Credit plus any goods and services tax 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 Cash Credit be forfeited or withdrawn, if any Cash Credit is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Cash Credit for whatsoever reasons.

4.5 The Cash Credit is not transferrable or exchangeable for other items. OCBC Bank reserves the right to replace the Cash Credit with any item of similar value.

4.6 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.

- 4.7 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.
- 4.8 The decision of OCBC Bank on all matters relating to this 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 this Promotion, these terms and conditions will prevail.
- 4.9 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 participant of this promotion shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.