

## **Terms and Conditions Governing the FRANK Debit Card Mobile Wallet Spend 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 new FRANK Debit Cardholders (each an “Eligible Cardholder”) who meet all of the following conditions:

- a. the application for the FRANK Debit Card (“the Card”) was made during the Promotion Period via [frankbyocbc.com](http://frankbyocbc.com);
- b. the application for the Card must be approved within the Promotion Period, and a minimum of three (3) mobile wallet transactions on Qualifying Transactions are made on the Card by the end of the next month following their card approval date, in accordance to the terms and conditions of the Promotion; and
- c. the FRANK Debit Card account is active and in good standing with OCBC Bank during the Promotion Period.

2.2 New FRANK Debit Cardholders refer to persons who have not held a FRANK Debit Card in the six (6) months preceding the commencement of the Promotion Period. Applicants who had cancelled an existing FRANK Debit Card facilities within the last six (6) months prior to the commencement of this Promotion and reapplied for it under this Promotion are not eligible to participate in this Promotion. For avoidance of doubt, existing holders of OCBC Credit Cards are eligible for this Promotion if they have not held a FRANK Debit Card in the manner as stated above.

2.3 For the avoidance of doubt, there is no minimum spend amount required for each of the mobile wallet transactions to qualify for the Promotion, subject to the exclusions specified in clause 3 below.

### **3. Definitions**

3.1 A Qualifying Transaction:

- a. refers to any Visa contactless transaction performed using the Card stored in your mobile wallet (e.g. Apple Pay, Samsung Pay, Google Pay, Fitbit Pay and Garmin Pay);
- b. does not include online transactions, payments or transactions relating to annual card fees, insurance premiums, Cash-On-Instalment IPP, extended payment plan, income tax payment, bill payments made via Internet Banking, bill payments made via AXS, interest, late payment charges, goods and services taxes, cash advances, balance transfers,

bus/MRT transactions, transactions made at TransitLink General Ticketing Machines, NETS payments including NETS FlashPay, Cash withdrawal, spend incurred on or in connection with any stored value and prepaid products, foreign currency transactions, any foreign currency transaction Fee that is imposed by OCBC and/or the Visa association, and other bank fees and charges;

- c. does not include payments to or transactions which are performed at merchants that fall into the exclusion categories/excluded organisations as set out in the Terms and Conditions governing FRANK Debit Card – Clause 1b in <https://bit.ly/3hthjqk>;
- d. will be determined by its transaction posting date based on Singapore Timing (UTC+08:00). For avoidance of doubt, the date on which the transaction is submitted or posted may differ from the actual date the transaction was made and OCBC Bank bears no liability for any late submission or transaction posting of any purchase by any merchant that might affect the Promotion.

#### 4. Promotion Reward Details

- 4.1 The first 800 Eligible Cardholders to meet the requirements set out in these terms and conditions, in each of the qualifying periods identified below, will receive a S\$10 rebate (the “**Rebate**”) (each a “**Qualified Cardholder**”).
- 4.2 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
- 4.3 For the avoidance of doubt, the first 800 qualifying Eligible Cardholders in each of the aforementioned periods will be eligible for the rebate. This means that for the entire Promotion Period, there will be a total of 2400 Qualified Cardholders who will be entitled to receive the rebate. Eligible Cardholders who do not manage to qualify for the rebate in a given qualifying period (i.e. they are not among the first 800 Eligible Cardholders within the relevant qualifying period) will not be considered for any subsequent qualifying periods.
- 4.4 The Rebate will be credited into each Qualified Cardholder’s FRANK Debit Card Account within two (2) months after the end of the Promotion Period.
- 4.5 Each Qualified Cardholder is only entitled to receive one Rebate (a maximum of S\$10) throughout the entire Promotion Period.
- 4.6 The Qualified Cardholder’s FRANK Debit Card Account must be active and in good standing at the time of crediting, and the Qualified Cardholder must continue to maintain his/her Frank Debit Card Account for a period of six (6) months commencing from the end of the Promotion Period.

#### 5. Additional Terms and Conditions

- 5.1 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.

- 5.2 The eligibility of each customer to participate in this Promotion and/or to receive the Rebate shall be determined at the absolute discretion of OCBC Bank.
- 5.3 OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Transaction 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 Rebate will not be awarded.
- 5.4 OCBC Bank reserves the right to claw back the Rebate if the Qualified Cardholder closes his/her FRANK Account and FRANK Debit Card any time from the date it was opened and up to the date falling 6 months from the end of the Promotion Period. Further, if any Eligible Cardholder is subsequently discovered to be ineligible to participate in the Promotion or to receive the Rebate (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) forfeit or withdraw the Rebate at any time; or (ii) (where the Rebate has been redeemed) claw-back the Rebate or request the relevant customer to repay to or compensate OCBC Bank the value of the Rebate at any time, and OCBC Bank shall have the right to debit the value of the Rebate 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 Rebate be forfeited or withdrawn, if any Rebate is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Rebate for whatsoever reasons.
- 5.5 The Rebate is not transferrable or exchangeable for other items. OCBC Bank reserves the right to replace the Rebate with any item of similar value.
- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.