

# TERMS AND CONDITIONS GOVERNING FRANK DEBIT CARD CASHBACK PROGRAMME (THE "PROGRAMME")

The following terms and conditions and any other rules, procedures or instructions which we may issue from time to time (collectively "Terms and Conditions") shall apply to the FRANK Debit Card.

These Terms and Conditions together with the terms of the OCBC Debit Cardmembers Agreement (as may be amended, modified and supplemented by OCBC from time to time) shall govern and apply to the FRANK Debit Card and the Programme. In the event of any conflict or inconsistency between these Terms and Conditions and the OCBC Debit Cardmembers Agreement, these Terms and Conditions shall prevail in so far as they relate to the FRANK Debit Card and the Programme.

All terms and references used in these Terms and Conditions and which are defined or construed in the OCBC Debit Cardmembers Agreement but are not defined or construed in these Terms and Conditions shall have the same meaning and construction in these Terms and Conditions.

## **1. FRANK Debit Card**

- (a) The FRANK Debit Card ("Card") is a card bearing the name VISA and/or the service mark of VISA issued by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") (including any substitution, replacements or renewals thereof) which comes with the following features:
- (i) 1% cashback on fast food
  - (ii) 1% cashback on selected convenience stores
  - (iii) 1% cashback on selected online merchants
  - (iv) 1% cashback on selected transport merchants
- (b) To be eligible for the above rebates on fast food, selected convenience stores, selected online merchants and selected transport merchants, Cardmembers must spend a minimum of S\$400 based on posted transactions in a calendar month on the FRANK Debit Card (the "Minimum Spend Requirement"). In the event the Minimum Spend Requirement is not met, Cardmembers will not be eligible for any rebates.

For the avoidance of doubt, spend incurred on or in connection with any stored value and prepaid products (including without limitation, spend incurred on NETS FlashPay products or services, Ez-Link products or services etc or any such other similar payments) will not be counted towards calculating Cardmembers' eligibility for any rebates.

Transaction spends made to the following organizations or any other organization as determined by OCBC Bank in its absolute discretion from time to time (each, an "Excluded Organization") will also not be counted towards calculating Cardmembers' Minimum Spend Requirement or determining eligibility for any rebates:

MCC	Excluded Organisation
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
5199	Nondurable Goods (Not Elsewhere Classified)
5993	Cigars Stores and Stands
6010	Member Financial Institution–Manual Cash Disbursements
6012	Member Financial Institution– Merchandise And Services
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300	Insurance Sales, Underwriting and Premiums
5960	Direct Marketing Insurance Services
6513	Real Estate Agents and Managers
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, Maintenance and Janitorial Services
7523	Automobile Parking Lots and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks
8211	Schools, Elementary and Secondary
8220	Colleges, Universities, Professional Schools and Junior Colleges
8241	Schools, Correspondence
8244	Schools, Business and Secretarial
8249	Schools, Trade and Vocational
8299	Schools And Educational Services–Not Elsewhere Classified
8398	Charitable/Religious Organizations
8661	
8651	Political Organizations
8675	Automobile Associations
8699	Organizations, Membership–Not Elsewhere Classified (Labor Union)
9211	Court Costs Including Alimony and Child Support
9222	Fines
9223	Bail and Bond Payments
9311	Tax Payments
9399	Government Services–Not Elsewhere Classified
9402	Postal Services–Government Only
9405	Intra-Government Purchases–Government Only

(i) Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062.

## **2. Cashback**

### **(a) Fast Food**

(i) In order to be eligible under this category, the spend must be incurred in any establishments classified under Visa Merchant Category Code 5814 in Singapore dollars, both online and in-store. Notwithstanding anything to the contrary, OCBC has the absolute discretion to determine whether a spend or transaction qualifies as a transaction made at a fast food restaurant.

(ii) For the avoidance of doubt, spend incurred in foreign currencies under this category will not be recognized.

**With effect from 1<sup>st</sup> June 2020**

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**(b) Selected Convenience Stores**

(i) In order to be eligible under this category, the spend must be incurred with any of the following convenience stores in Singapore dollars:

- Cheers
- 7-Eleven

(ii) Notwithstanding anything to the contrary, spend incurred with any Esso-Cheers and Shell 7 Eleven will not qualify under this category.

For the avoidance of doubt, spend incurred in foreign currencies under this category will not be recognized.

**(c) Selected Online Merchants**

(i) In order to be eligible under this category, online transactions must be done/conducted with any of the following online merchants:

- iHerb
- FairPrice Online
- ZALORA
- ASOS
- Lazada

(ii) For the purpose of these Terms and Conditions, "online transactions" are retail transactions made via the internet and processed by the respective merchants/acquirers as an online transaction type through the Visa/MasterCard Worldwide networks. Retail transactions are purchases for goods and services and exclude the following transactions: (a) Payments made via telephone or mail order; (b) Payment of funds to prepaid accounts and merchants who are categorised as "payment service providers"; (c) Payments made via online banking; (d) Any other transactions determined by OCBC from time to time.

**(d) Selected Transport Merchants**

(i) In order to be eligible under this category, the spend must be incurred with any of the following transport merchants in Singapore dollars:

- Comfort and CityCab
- Grab
- Go-Jek
- TADA

(ii) For the avoidance of doubt, spent incurred in foreign currencies under this category will not be recognized.

**3. Other Conditions**

(a) Cashback is computed based on 2 decimal places per transaction without any rounding.

(b) Cashback earned will be credited into the Cardmember's card account by the end of the relevant calendar month following the relevant calendar month in which the transaction was posted on the Cardmember's card account.

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- (c) We reserve the right to vary the percentage of the cash rebate or revise the minimum spend required without notice at any time or from time to time.
- (d) Cashback are awarded only for retail purchases made on the Card. Annual card fees, income tax, goods and services taxes, and other fees and charges will not be taken into account in the award and computation of cashback.
- (e) Retail purchases charged to the Card on a relevant calendar month but yet to be posted to the Card Account within that particular calendar month will not be taken into account in the computation of cashback to be awarded.
- (f) Refunded retail purchases will be deducted from the relevant monthly billed amount for the computation and award of cashback. Any reversed portion of cashback will be reflected in the Billing Statement of the following month.
- (g) We may retract, deduct and/or re-compute any cashback awarded if any Cardmember abuses the cashback programme, as deemed fit by the bank, or if the Card Account is terminated by a Cardmember or the Bank.
- (h) Any cashback awarded will be reflected in the statement of the Fast Cash deposit account that is linked to the relevant FRANK Debit Card provided on a monthly basis.
- (i) We reserve the right to replace the cashback with another item or kind of reward as we may determine without notice at any time or from time to time.
- (j) We reserve the right at any time without giving any reason or notice to the Cardmember to clawback, deduct, withdraw or cancel any cashback awarded to you without liability. Cardmember will not be entitled to any payment or compensation whatsoever in respect of such deduction, withdrawal or cancellation.
- (k) We may, at our sole discretion and without notice, suspend the Card and/or the Programme at any time and without providing any reason whatsoever.
- (l) The crediting of cash back to Cardmember's Card Account will be entirely at our discretion and we shall not be liable or responsible for any loss or damage suffered or incurred by any Cardmember in connection with the Card.
- (m) Our decision on all matters relating to or in connection with the Card (including the Programme) shall be final and binding on all Cardmembers.
- (n) In the event of any inconsistency between these Terms & Conditions and any brochure, marketing or promotional material relating to the Card, these Terms & Conditions shall prevail.

#### **4. Amendments**

We may vary, add, delete, amend or modify any one or more provisions in these Terms and Conditions at any time and from time to time without notice. You are deemed to accept and are bound by such variations, additions, deletions, amendments and/or modifications if you do not terminate the use of the Card.

## **5. Rights of third parties**

A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act Cap 538 to enforce any of these Terms and Conditions.

## **6. Governing law and jurisdiction**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and you irrevocably submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.