

Terms & Conditions Governing the FRANK Credit Card 2020 New-to-OCBC Promotion (the "Promotion")

Promotion Period

1. The promotion period shall run from 1 July 2020 Singapore Time (SGT) 00:00 to 30 September 2020 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

- 2. You will qualify for the Promotion ("Eligible Cardmember") if:
 - a. you are a new OCBC Cardmember who has applied for the FRANK Credit Card (the "Card"), and whose Principal Card application is approved, during the Promotion Period;
 - b. your application for the FRANK Credit Card is via any of the following links:
 - i. FRANKbyocbc.com OR
 - ii. OCBC.com OR
 - iii. Mobile Banking Application OR
 - iv. OCBC Internet Banking; and
 - c. your FRANK Credit Card account ("Account") is active and in good standing at time of crediting.
- 3. For avoidance of doubt, this Promotion is only applicable to a new OCBC Cardmember who has applied for the FRANK Credit Card within the Promotion Period through one of the Self-Service Online Channels (as listed under Clause 2(b)) i.e. without being contacted through a call by a staff of OCBC Bank.

Definitions

- 4. A "new OCBC Cardmember" refers to any person who (i) currently does not hold an existing OCBC Credit Card as the principal cardholder, and (ii) has not held an OCBC Credit Card as the principal cardholder in the previous twelve (12) months. Applicants who had cancelled existing OCBC Credit Card facilities within the last twelve (12) months prior to the commencement of the Promotion and re-applied for such facilities under the Promotion are not eligible to participate in the Promotion.
- 5. For the avoidance of doubt, existing supplementary OCBC Credit Card cardholders who do not hold any OCBC Credit Cards as a principal cardholder are eligible to participate in the Promotion.

Promotion Mechanics

- 6. The first 3,000 Eligible Cardmembers who meet the conditions in Clause 2 (the "Qualifying Cardmembers") will receive S\$50 cashback ("Cashback"), subject to these terms and conditions.
- 7. Each Qualifying Cardmember is only entitled to receive the Cashback once under the Promotion.



- 8. 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 cardmember.
- Subject to the fulfilment of Clauses 2 and 6 above to the absolute satisfaction of OCBC Bank, the Cashback will be credited into the Qualifying Cardmember's Account.
- 10. The Cashback will be credited based on the following schedule:
 - a. Cards approved in the month of Jul 2020 by 31 Aug 2020
 - b. Cards approved in the month of Aug 2020 by 30 Sep 2020
 - c. Cards approved in the month of Sep 2020 by 31 Oct 2020
- 11. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
- 12. The Cashback awarded under the Promotion is on top of the maximum S\$75 monthly cashback you can enjoy under the Terms and Conditions governing FRANK Credit Card (with effect from 1 July 2020).
- 13. If the conditions set out in Clauses 2 and 6 above are not fulfilled, OCBC Bank reserves the right not to credit the Cashback into (or if the Cashback has been credited, to debit the value of the Cashback from) any account(s) of the relevant customer.
- 14. OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, claw-back, 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, claw-back, cancellation or invalidation.
- 15. OCBC Bank reserves the right to claw-back and deduct from the Qualifying Cardmember's FRANK Credit Card the equivalent value of the Cashback if the Qualifying Cardmember closes his/her Account during, or within twelve (12) months from the end of, the Promotion Period. Further, if any Qualifying Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) withdraw the Cashback at any time; or (ii) clawback 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.

General

16. The eligibility of any Eligible Cardmember to participate in the Promotion or to receive the Cashback shall be determined at the absolute discretion of OCBC Bank.



- 17. 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 cardholder and the dates of the Promotion.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.

Version Date: 1 July 2020