

# Terms and Conditions Governing the FRANK New Debit Card and Account Work Hard Play Hard Promotion (the "Promotion")

## 1. Promotion Period

1.1 The promotion period shall be from 01 November 2023 to 31 December 2023 (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 You will qualify for the Promotion (each, an "Eligible Customer") if:

- a. you are a new FRANK Account holder and FRANK Debit Cardmember who has successfully applied for a FRANK Account with FRANK Debit Card (collective, an "Account") during the Promotion Period via;
  - i) FRANKbyocbc.com;
  - ii) OCBC.com;
  - iii) Mobile Banking Application; or

iv) OCBC Internet Banking;

- b. you are not an existing FRANK Account holder or FRANK Debit Cardmember prior to the commencement of the Promotion; and
- c. you have not closed an existing FRANK Account or FRANK Debit Card in the last six (6) months prior to the commencement of the Promotion and re-applied for such facilities again thereafter; and
- d. your FRANK Account is active and in good standing at time of receiving the Cash Credit (defined below).

## 3. Definitions

- 3.1 "Qualifying Spend":
  - a. refers to any retail transaction (including face to face or online purchases);
  - b. does not include 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, Shopee Pay, 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. shall be determined by its posted date based on Singapore Timing (UTC+08:00). For avoidance of doubt, the date on which the transaction 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; and
  - d. does not include payments made to or transactions performed at merchants that fall into the exclusion categories/excluded organisations as set out by OCBC in Clause 2



of the Terms and Conditions governing FRANK Debit Card 1% Cashback, the latest version of which can be found <u>here</u>.

OCBC Bank has absolute discretion to determine whether a transaction is considered a "Qualifying Spend".

3.2 "Fresh Funds" refers to (i) funds that are not transferred from any existing OCBC Bank accounts, (ii) funds that are not withdrawn and re-deposited with OCBC Bank during the Promotion Period for purposes of qualifying for the Promotion; or (iii) funds that are transferred in a single transaction via FAST Transfer or PayNow from another bank.

#### 4. Promotion Mechanics

4.1 The first 1,000 Eligible Customers of each calendar month, determined by the account approval date, who fulfil the criteria in clause 2.1 set out in these terms and conditions shall be entitled to receive S\$10 cash credit ("**Cash Credit**") (each a "**Qualified Customer**").

4.2 All Qualified Customers who meet the below requirements shall be entitled to receive Bonus cash credit of up to S\$20 ("**Bonus Cash Credit**").

Bonus Requirements	Bonus Cash Credit
Deposit Fresh Funds (defined in Clause 3.2) of a minimum amount of S\$300 in a single transaction into the Qualified Customer's FRANK Account within 30 days of the Account approval date.	S\$10
Make a minimum of 10 Qualifying Spends transactions (defined in Clause 3.1) on the FRANK Debit Card within 30 days of the account approval date.	S\$10

To illustrate:

- a. New Account applied and opened in 15 November 2023 deposit a minimum of S\$300 in the FRANK Account in a single transaction and made 10 Qualifying Spend transactions on the FRANK Debit Card by 15 December 2023 will be entitled to Cash Credit of S\$10 and Bonus Cash Credit of S\$20, totalling <u>S\$30</u>.
- b. New Account applied and opened on 15 November 2023 made 10 Qualifying Spend transactions but **did not deposit** a minimum of S\$300 in the FRANK Account in a single transaction by 15 December 2023 will be entitled to Cash Credit of S\$10 and Bonus Cash Credit of S\$10, totalling <u>S\$20</u>.
- c. New Account applied and opened on 30 December 2023 did not make 10 Qualifying Spend transactions nor deposit a minimum of S\$300 in the FRANK Account by 30 January 2023 will only be entitled to Cash Credit of <u>S\$10</u>.

4.3 The Cash Credit will be credited accordingly into the Qualified Customers' Account based on the following schedule:

- a. Accounts opened from 1 November to 30 November 2023 by 29 February 2024
- b. Accounts opened from 1 December to 31 December 2023 by 31 March 2024



4.4 For the avoidance of doubt, each Qualified Customer who participates in this Promotion is only entitled to receive S\$10 Cash Credit and up to S\$20 Bonus Cash Credit throughout the entire Promotion Period.

#### 5. General

5.1 The eligibility of any Eligible Customer to receive the Cash Credit shall be determined at the absolute discretion of OCBC Bank.

5.2 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.

5.3 OCBC Bank will not be responsible or held liable for any loss to or expenses that any person incurs in connection with the Promotion, including any error in computation, any breakdown or malfunction in any computer system or equipment.

5.4 All Qualified Customers must maintain their FRANK Account and FRANK Debit Card for a period commencing from the date it was opened and ending on the date that falls six (6) months after the end of the Promotion Period (both dates inclusive) (the "**Minimum Period**"). OCBC Bank reserves the right to claw back the Cash Credit if the Qualified Customer closes his or her FRANK Account and FRANK Debit Card before the completion of the Minimum Period.

5.5 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.

5.6 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.

5.7 OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspects of Promotion and/or any product/service relating to the Promotion (including without limitation, the Cash Credit). Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any defects or malfunction in any reward, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of the Promotion and/or any product/service relating to the Promotion (including without limitation, the Cash Credit) by any person.

5.8 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.

5.9 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.

5.10 By participating in the Promotion, Eligible Cardmembers consent to:



- a. OCBC Bank collecting and using their personal data, including but not limited to their names, mobile numbers, and email addresses, ("Personal Data") for the purposes of verifying their identity, assessing their eligibility for the Promotion, contacting them, and administering the Promotion (including the redemption of any prize, gift, or reward) (the "Purposes");
- b. OCBC Bank disclosing their Personal Data to OCBC Bank's third-party vendors and agencies for the same Purposes; and
- c. the collection, use and disclosure of their Personal Data for other applicable purposes in accordance with OCBC's Data Protection Policy (accessible at: https://www.ocbc.com/personalbanking/policies).

5.11 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 2001 to enforce any of these terms and conditions.

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