

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

#### **Promotion Period**

1. The promotion period shall run from 1 November 2022 to 30 November 2022 (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 if you meet all the following conditions ("Eligible Cardmember"):
  - a. you are a new OCBC Principal Cardmember who has applied for the FRANK Credit Card (the "Card") during the Promotion Period, and whose Principal Card application is approved by 14 December 2022;
  - b. your application for the Card was made via any of the following application channels:
    - i. FRANKbyocbc.com;
    - ii. OCBC.com;
    - iii. Mobile Banking Application; OR
    - iv. OCBC Internet Banking;
  - c. You have made 5 Qualifying Spends (defined below) by 30 December 2022 on the Card; and
  - d. your FRANK Credit Card account is active and in good standing at time of receiving the Reward (defined below).

### **Definitions**

- 3. A "New OCBC Principal 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.
- 4. For the avoidance of doubt, existing supplementary OCBC Credit Card cardholders who do not hold any OCBC Credit as a principal cardholder are eligible to participate in the Promotion.
- 5. "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-Instalments, Instalment Payment Plan, PayLite, tax payments, interest, late payment charges, cash advances, balance transfers, bill payments made via Internet Banking, Shopee Pay, AXS or SAM network, and other 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(a) of the Terms and Conditions governing FRANK Credit Card, the latest version of which can be found here.

For the avoidance of doubt, MCCs are not assigned by OCBC Bank. A merchant's registered MCC may not always correspond with its nature of business, and OCBC Bank shall not be liable in any way whatsoever to any Cardmember relating to the categorisation of a merchant's MCC.

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

### **Promotion Mechanics**

- 6. During the Promotion Period, the first 500 Eligible Cardmembers, determined by Card approval date, who meet the conditions specified herein will receive a **12-months Burpple Beyond Premium Membership Plan worth S\$99 ("Reward")**, subject to these terms and conditions.
- 7. For principal cardmembers with supplementary Cards, the Reward will be awarded for the aggregated number of Qualifying Spends on both the principal Credit Card and supplementary Credit Card.
- 8. For the avoidance of doubt, in the event that any person entitled to the Reward is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Reward to another customer.
- 9. Eligible Cardmembers who qualify to receive the Reward will receive a redemption code via SMS and/or EDM by 28 February 2023 to redeem the Reward.
- 10. The Reward is strictly not refundable and cannot be replaced if lost, damaged or expired. The Reward is strictly not exchangeable for cash.
- 11. Redemption of the Reward is subject to Burpple Pte Ltd's ("Burpple") terms and conditions. Please refer to Burpple's website for full details.
- 12. OCBC Bank reserves the right to substitute or replace the Reward with any item of similar value at its sole discretion without notice to any person.
- 13. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.
- 14. An Eligible Cardmember is only entitled to receive the Reward once under the Promotion.
- 15. Refunded transactions amounts and count will be deducted from the relevant monthly billed amount or transaction count for the computation of Qualifying Spend.
- 16. 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 Reward will not be awarded.

17. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Reward, OCBC Bank reserves the right to (i) forfeit or withdraw the Reward at any time; or (ii) (where the Reward has been redeemed) clawback the Reward or request the relevant customer to repay to or compensate OCBC Bank the value of the Reward at any time, and OCBC Bank shall have the right to debit the value of the Reward 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 Reward be forfeited or withdrawn, if any Reward is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Reward for whatsoever reasons.

### General

- 18. The eligibility of any Eligible Cardmember to participate in the Promotion and/or to receive the Reward shall be determined at the absolute discretion of OCBC Bank.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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.
- 23. 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 2001 to enforce any of these terms and conditions.

Version Date: 18 October 2022



# Terms & Conditions Governing the FRANK Credit Card Existing-to-OCBC Online Application Promotion (the "Promotion")

## **Promotion Period**

1. The promotion period shall run from 1 November 2022 to 30 November 2022 (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 if you meet all the following conditions ("Eligible Cardmember"):
  - a. you are a new Principal FRANK Credit Cardmember (as defined below) who has applied for the FRANK Credit Card (the "Card") during the Promotion Period, and whose Principal Card application is approved by 14 December 2022:
  - b. your application for the Card was made via any of the following application channels:
    - i. FRANKbyocbc.com;
    - ii. OCBC.com:
    - iii. Mobile Banking Application; OR
    - iv. OCBC Internet Banking;
  - c. You have made 5 Qualifying Spends (defined below) by 30 December 2022 on the Card: and
  - d. your FRANK Credit Card account is active and in good standing at time of receiving the Reward (defined below).

## **Definitions**

- 3. A "new Principal FRANK Credit Cardmember" refers to any person who (i) currently does not hold any FRANK Credit Card as a principal cardholder and (ii) has not held a FRANK Credit Card as a principal cardholder in the previous twelve (12) months. Applicants who had cancelled existing FRANK 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. For the avoidance of doubt, existing Supplementary OCBC Credit Card cardholders who do not hold any Principal FRANK OCBC Credit Cards are eligible to participate in the Promotion.
- 4. "Qualifying Spend":
  - a. refers to any retail transaction (including face to face or online purchases);
  - does not include payments or transactions relating to annual card fees, Cash-On-Instalments, Instalment Payment Plan, PayLite, tax payments, interest, late payment charges, cash advances, balance transfers, bill payments made via Internet Banking, Shopee Pay, AXS or SAM network, and other 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(a) of the Terms and Conditions governing FRANK Credit Card, the latest version of which can be found <a href="here">here</a>.

For the avoidance of doubt, MCCs are not assigned by OCBC Bank. A merchant's registered MCC may not always correspond with its nature of business, and OCBC Bank shall not be liable in any way whatsoever to any Cardmember relating to the categorisation of a merchant's MCC.

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

## **Promotion Mechanics**

- 5. During the Promotion Period, the first 500 Eligible Cardmembers, determined by Card approval date, who meet the conditions specified herein will receive a **12-months Burpple Beyond Premium Membership Plan worth S\$99 ("Reward")**, subject to these terms and conditions.
- 6. For principal cardmembers with supplementary Cards, the Reward will be awarded for the aggregated number of Qualifying Spends on both the principal Credit Card and supplementary Credit Card.
- 7. For the avoidance of doubt, in the event that any person entitled to the Reward is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Reward to another customer.
- 8. Eligible Cardmembers who qualify to receive the Reward will receive a redemption code via SMS and/or EDM by 28 February 2023 to redeem the Reward.
- 9. The Reward is strictly not refundable and cannot be replaced if lost, damaged or expired. The Reward is strictly not exchangeable for cash.
- 10. Redemption of the Reward is subject to Burpple Pte Ltd's ("Burpple") terms and conditions. Please refer to Burpple's website for full details.
- 11. OCBC Bank reserves the right to substitute or replace the Reward with any item of similar value at its sole discretion without notice to any person.
- 12. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.
- 13. An Eligible Cardmember is only entitled to receive the Reward once under the Promotion.
- 14. Refunded transactions amounts and count will be deducted from the relevant monthly billed amount or transaction count for the computation of Qualifying Spend.



- 15. 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 Reward will not be awarded.
- 16. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Reward, OCBC Bank reserves the right to (i) forfeit or withdraw the Reward at any time; or (ii) (where the Reward has been redeemed) clawback the Reward or request the relevant customer to repay to or compensate OCBC Bank the value of the Reward at any time, and OCBC Bank shall have the right to debit the value of the Reward 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 Reward be forfeited or withdrawn, if any Reward is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Reward for whatsoever reasons.

### General

- 17. The eligibility of any Eligible Cardmember to participate in the Promotion and/or to receive the Reward shall be determined at the absolute discretion of OCBC Bank.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. 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 2001 to enforce any of these terms and conditions.



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