



## **TERMS AND CONDITIONS GOVERNING FRANK DEBIT CARD CASHBACK PROGRAMME (with effect from 1 Apr 2023)**

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 (the "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 Cashback 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 Cashback 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 Cashback Programme**

- (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 selected dining places
  - (ii) 1% cashback on selected convenience stores
  - (iii) 1% cashback on selected online merchants
  - (iv) 1% cashback on selected transport merchants
  - (v) 1% cashback on selected green merchants
- (b) There is no limit on the cashback that FRANK Debit Card cardmembers ("Cardmembers") can earn from their transactions at the selected merchants listed in Clause 3 below.
- (c) To be eligible for the above cashback, 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"). Transactions set out in Clause 2 below are excluded.
- (d) In the event the Minimum Spend Requirement is not met, Cardmembers will not be eligible for any cashback.

### **2. Minimum Spend Requirements and Cashback Exclusions**

- (a) The following transactions will not be counted towards the Minimum Spend Requirement or awarded cashback:
  - (i) Annual card fees, tax payments, interest, late payment charges, bill payments made via Internet Banking, AXS or SAM network, and other fees and charges;

(ii) Transactions made with the following Merchant Category Codes (MCCs):

MCC	Description
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities – Electric, Gas, Water, and Sanitary
5047	Medical, Dental, Ophthalmic and Hospital Equipment and Supplies
5199	Nondurable Goods (Not Elsewhere Classified)
5960	Direct Marketing – Insurance Services
5993	Cigars Stores and Stands
6010	Financial Institutions – Manual Cash Disbursements
6012	Financial Institutions – Merchandise, Services, and Debt Repayment
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300	Insurance Sales, Underwriting, and Premiums
6513	Real Estate Agents and Managers
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, Maintenance and Janitorial Services
7523	Parking Lots, Parking Meters and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, OffTrack Betting, and Wagers at Race Tracks
8062	Hospitals
8211	Elementary and Secondary Schools
8220	Colleges, Universities, Professional Schools, and Junior Colleges
8241	Correspondence Schools
8244	Business and Secretarial Schools
8249	Vocational and Trade Schools
8299	Schools and Educational Services (Not Elsewhere Classified)
8398	Charitable Social Service Organizations
8651	Political Organizations
8661	Religious Organizations
8675	Automobile Associations
8699	Membership Organizations (Not Elsewhere Classified) <i>For example – art clubs, historical clubs, labor unions</i>
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

(iii) For the avoidance of doubt, transactions listed below are not eligible for cashback:

- i. Any top-ups or payment of funds to prepaid accounts and merchants who are categorised as “payment service providers” (including but not limited to GrabPay, Youtrip, Shopee Pay and Singtel Dash);
- ii. Payments of membership fees to clubs and associations (including country clubs);
- iii. NETS FlashPay Top-ups, Ez-Link top-ups and Transit Link top-ups.

The aforesaid exclusions are not exhaustive and may be subject to changes from time to time. OCBC Bank has the absolute discretion to determine whether any transaction is eligible to be awarded cashback and whether any prepaid account or merchant is considered a “payment service provider”.

(b) MCCs are assigned by payment card organisations (e.g. Visa, MasterCard, American Express), which OCBC Bank has no discretion over. A merchant’s registered MCC may not always correspond with its nature of business. As such, OCBC Bank shall not be liable in any way whatsoever for the awarding of any cashback or the payment of any compensation to any Cardmember for any losses, liabilities, expenses or claims suffered or incurred by any such Cardmember if a relevant merchant classifies its universal merchant category code inaccurately, thereby causing the inability of OCBC Bank to award any cashback to any Cardmember.

### **3. Cashback**

#### **(a) Dining Category**

- (i) Cashback is awarded for transactions made in any establishments classified under MCC 5813 (Drinking places) and 5814 (Fast food) in Singapore dollars.
- (ii) For the avoidance of doubt, transactions charged in non-SGD currency under this category will not be awarded cashback.

#### **(b) Selected Convenience Stores**

- (i) Cashback is awarded for transactions made at 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.
- (iii) For the avoidance of doubt, transactions charged in non-SGD currency under this category will not be awarded cashback.

#### **(c) Transactions made at selected online merchants**

- (i) Cashback is awarded for online transactions made with any of the following online merchants:
  - Taobao
  - Shein
  - Lazada

- (ii) “Online” transactions are defined as transactions made via the internet based on system indicators processed by the merchant and their banker, and are passed to OCBC Bank when the transactions are posted to the Card.

**(d) Transactions made at selected transport merchants**

- (i) Cashback is awarded for transactions made with merchants classified under Visa MCC 4111 (public transport including bus and MRT) and 4121 (Taxicabs and Limousines). Transactions made under MCC 4121 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, spend incurred:
- in non-SGD currency under this category; and/or
  - in relation to payments made to top up any stored value, prepaid products or digital wallet provided by the aforementioned transport merchants will not be recognized; and/or

**(e) Transactions made at selected green merchants**

- (i) Eligible transactions made at selected green merchants must be made via any Visa transaction payment modes (including in-store and online transactions).
- (ii) The list of selected green merchants is as below:

**Eco-Transport Services**

Merchant	Merchant Description	Merchant Category Code
BlueSG	BLUESG*	
Bus/Train Rides via SimplyGo^	BUS/MRT*	
Charge+	CHARGE+*	
Electric Vehicle Charging		MCC 5552
Greenlots	GREENLOT*	
SG Bike	SG BIKE*	

**Eco-Retailers**

Merchant	Merchant Description
August Society	*AUGUST SOCIETY*
Bamboo Straw Girl	*BAMBOO STRAW GIRL*
Boxgreen	*BOXGREEN*
BYKURAHOME	*BYKURAHOME*
Glifé	GLIFE*
Handmade Heroes	*HANDMADE HERO*
Little Farms	*LITTLE FARMS*

Minimakers	*MINIMAKERS
Omno.Store	*OMNO.STORE*
Scoop Wholefoods	SCOOP WHOLEFOOD*
Sigi Skin	*SIGI SKIN*
SOJAO	*SOJAO*
The Sustainability Project	THE SUSTAINABILITY PRO*
Treedots	TREEDOTS*
Ugly Food	*UGLYFOOD*
Your Sustainable Store	*YOUR SUSTAINABLE*

The list of selected green merchants is subjected to change by OCBC Bank. Cardmembers should refer to [frankbyocbc.com/products/cards/debit-card](http://frankbyocbc.com/products/cards/debit-card) or the Terms and Conditions for the updated list of selected green merchants.

- (iv) For the avoidance of doubt, spend incurred:
- in non-SGD currency under this category will not be awarded cashback; and/or
  - ^transactions made using SimplyGo will only be awarded cashback under Clause 3(d) Transport category.

#### 4. Other Conditions for cashback

- (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 in the following month based on posted transaction and will be reflected in the Card Statement provided on a monthly basis.
- (c) If the Cardmember's Card Account is terminated for any reason (whether by OCBC Bank or the Cardmember), the Cardmember will forthwith be disqualified from participating in the FRANK Debit Card Cashback Programme and any accumulated cashback shall be automatically forfeited; such cashback shall not be transferable to any other card account.
- (d) OCBC Bank 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.
- (e) 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 rebates to be awarded.
- (f) Refunded transactions will be deducted from the Minimum Spend Requirement taken into consideration for the computation and award of cashback.
- (g) OCBC Bank 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 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) OCBC Bank reserves the right at any time without giving any reason or notice to the Cardmember to clawback, deduct, withdraw, or cancel any cashback or other rewards/rebates awarded to the Cardmember for any reason whatsoever, and without any liability to the Cardmember.
- (k) OCBC Bank reserves the right at any time without giving any reason or notice to the Cardmember to debit, charge and/or deduct from any of the Cardmember's account with OCBC Bank and/or demand the Cardmember to repay or compensate to OCBC Bank, the monetary value equivalent of any cashback or other rewards/rebates awarded to the Cardmember, for any reason whatsoever, and without any liability to the Cardmember. Further, if any Cardmember wishes to close his/her Card Account but such Card Account has an insufficient or negative cashback (or such other reward/rebate) balance for any reason whatsoever, OCBC Bank reserves the right to debit, charge and/or deduct from any of the Cardmember's accounts with OCBC Bank, and/or demand the Cardmember to repay or compensate to OCBC Bank, the monetary value equivalent of the amount of cashback (or such other reward/rebate) in deficit.
- (l) No person shall be entitled to any payment or compensation whatsoever in respect of any clawback, deduction, withdrawal, or cancellation of any cashback or other rewards/rebates awarded to the Cardmember, or any debit, charge or deduction or demand for the monetary value equivalent of any cashback (or such other reward/rebate), made by OCBC Bank, for any reason whatsoever.
- (m) 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.
- (n) The crediting cashback to Cardmember's Card Account will be entirely at OCBC Bank's discretion and OCBC Bank shall not be liable or responsible for any loss or damage suffered or incurred by any Cardmember in connection with the Card.
- (o) OCBC Bank's decision on all matters relating to or in connection with the Card (including the Programme) shall be final and binding on all Cardmembers.

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.

## **5. 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.



## **6. 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 2001 to enforce any of these Terms and Conditions.

## **7. 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.

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