



Terms & Conditions Governing the FRANK Credit Card 2020 Launch 4% Upsize 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 be eligible for the Promotion (“Eligible Cardmember”) if:
 - a. You are a new Principal Frank Credit Cardmember (as defined below);
 - b. You are among the first 3000 applicants for a FRANK Credit Card (the “Card”) whose application is approved during the Promotion Period; and
 - c. your FRANK Credit Card account (“Account”) is active and in good standing at the time of crediting.

Definitions

3. A “new Principal FRANK Credit Cardmember” refers to any person who currently does not hold any FRANK Credit Cards as a principal cardholder. 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);
 - b. 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, 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 Bank under the Terms and Conditions governing FRANK Credit Card (with effect from 1 July 2020). These include, without limitation, the following:

| MCC | Description |
|------|--|
| 4784 | Tolls and Bridge Fees |
| 4829 | Wire Transfer Money Orders (WTMOs) |
| 4900 | Utilities – Electric, Gas, Water, and Sanitary |
| 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, NonFiat 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 **Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062 |
| 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 |

For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a “Qualifying Spend”.

Promotion Mechanics

- Eligible Cardmembers who spend a minimum of S\$600 of Qualifying Spend each month during the Promotion Period on your FRANK Credit Card in accordance with the terms and conditions of the Promotion (the “Minimum Qualifying Spend”) will receive **an additional 4% cashback (“Cashback”)** on their total Qualifying Spend in the following categories - Online, in-store mobile contactless and foreign currency transactions made in-store, capped at \$25 per calendar month during Promotion Period, subject to these terms and conditions. For avoidance of doubt, Eligible



Cardmembers will be awarded Cashback for each calendar month of the Promotion Period in which they have met the Minimum Qualifying Spend.

6. For avoidance of doubt, spend accumulated by a Supplementary Cardmember will be credited to the Account of the Principal Cardmember.
7. The Promotion is limited to Eligible Cardmembers who meet the conditions in Clause 2 during the Promotion Period only. For the avoidance of doubt, 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.
8. 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 Cashback will not be awarded.
9. Subject to the fulfilment of Clauses 2 and 5 above to the absolute satisfaction of OCBC Bank, the Cashback will be credited into the Eligible Cardmember's Account.
10. The Cashback will be credited based on the following schedule:
 - a. Minimum Qualifying Spend posted in the month of Jul 2020 – by 30 Sep 2020
 - b. Minimum Qualifying Spend posted in the month of Aug 2020 – by 31 Oct 2020
 - c. Minimum Qualifying Spend posted in the month of Sep 2020 – by 30 Nov 2020
11. For avoidance of doubt, each Eligible Cardmember is only entitled to receive a maximum of S\$75 Cashback, capped at S\$25 per calendar month, under the Promotion.
12. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
13. The total cashback awarded under this 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).
14. Refunded transactions will be deducted from the relevant monthly billed amount for the computation of Qualifying Spend and Cashback.
15. If the conditions set out in Clause 2 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.
16. OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, clawback, 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, clawback, cancellation or invalidation.

17. OCBC Bank reserves the right to claw-back and deduct from the Eligible Cardmember's FRANK Credit Card the equivalent value of the Cashback if the Eligible Cardmember closes his/her Account during, or within twelve (12) months from the end of, the Promotion Period. Further, if any Eligible 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) claw-back 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

18. 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.
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 (Cap 53B) to enforce any of these terms and conditions.