



Terms & Conditions Governing the FRANK Debit Card 2021 SMU Freshmen Perks Bundle Promotion (the “Promotion”)

1. Promotion Period

1.1. The promotion period shall run from 21 July 2021 Singapore Time (SGT) 00:00 to 20 August 2021 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”).

2. Eligibility

2.1. This Promotion is applicable to *New FRANK Debit Cardholders who fulfil all the following criteria (each an “**Eligible Cardmember**”):

- a. The application for the FRANK Debit Card (“the Card”) was made during the Promotion Period via link comprising in part of www.frankbyocbc.com/campaign/SMUxFRANK
- b. The approved card must be linked to a FRANK Account (“the Account”);
- c. The application for the Card must be approved within the Promotion Period; and
- d. The Account and Card is active and in good standing at time of crediting the Rebate (defined below).

*New FRANK Debit Cardholders refer to persons who have not held a FRANK Debit Card in the six (6) months preceding the commencement of the Promotion Period. Applicants who had cancelled an existing FRANK Debit Card facility within the last six (6) months prior to the commencement of this Promotion and reapplied for it under this Promotion are not eligible to participate in this Promotion.

3. Definitions

3.1. “Qualifying Spend”:

- a. refers to any Visa 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(a) of the Terms and Conditions governing FRANK Debit Card, the latest version of which can be found [here](#).

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

Promotion Mechanics

- 4. The first 1000 Eligible Cardmembers to meet any or all of the following mechanics set out in the following table (each a “Qualified Cardholder”) will receive rebates as reflected, up to S\$30 rebate (each a “Rebate”).

Promotion	Promotion Mechanics	Rebate
A	Apply and link the Card to the Account	S\$10
B	Top up a minimum of \$500 into the Account	S\$5
C	Make a minimum of \$50 of Qualifying Spend on the Card by the end of the next month following card approval date	S\$15

For avoidance of doubt, a Qualified Cardholder will only qualify for the Rebates in Promotion B and C if the Qualified Cardholder qualifies for the Rebate in Promotion A.

- 5. Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC Bank, the Rebates will be credited into each Qualified Cardholder’s FRANK Account by 31 October 2021.
- 6. Each Qualified Cardholder is only entitled to receive Rebates of up to S\$30 under the Promotion.
- 7. OCBC Bank reserves the right at any time at its absolute discretion and without giving any reason or notice to withdraw, clawback, cancel and/or invalidate any Rebate or other rewards/rebates awarded to any customer without any liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, clawback, cancellation or invalidation.
- 8. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Rebates, OCBC Bank reserves the right to (i) withdraw the Rebates at any time; or (ii) claw-back the Rebates or request the relevant customer to repay to or compensate OCBC Bank the value of the Rebates at any time, and OCBC Bank shall have the right to debit the value of the Rebates 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 Rebates be withdrawn, if any Rebate is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Rebates for whatsoever reasons.

General

9. 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.
10. 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 customer and the dates of the Promotion.
11. 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.
12. 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.
13. 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.
14. 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.

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