



## Terms & Conditions Governing the FRANK x MPL Credit Card New-to-OCBC Refer-A-Friend (RAF) Promotion (the “Promotion”)

### Promotion Period

1. This **FRANK x MPL Credit Card New-to-OCBC Refer-A-Friend (RAF) Promotion** (the “**Promotion**”) is valid from 8 September 2021 to 31 October 2021 or such other periods(s) as may be determined by Oversea-Chinese Banking Corporation Limited (“**OCBC Bank**”) at its absolute discretion (“**Promotion Period**”). By participating in this Promotion, you agree to be bound by these terms.

### Eligibility

2. The Promotion is open to all existing FRANK Credit Cardmembers (“**Referrer**”) who refer any other person(s) (“**Referred Individual**”) to sign up for an Eligible Card (as defined below).
3. An “**Eligible Card**” for purposes of the Promotion is FRANK Credit Card.
4. A referral will be considered successful when the Referred Individual submits an application for an Eligible Card following the instructions found in the referral link for the Promotion and such application is successfully approved by OCBC Bank during the Promotion Period (a “**Successful Referral**”).

### Definitions

5. 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.
6. An “**Existing OCBC Principal Cardmember**” refers to any person who (i) currently hold an existing OCBC Credit Card as the principal cardholder, or (ii) has held/cancelled an OCBC Credit Card as the principal cardholder in the previous twelve (12) months prior to the commencement of the Promotion and re-applied for such facilities under the Promotion.
7. For the avoidance of doubt, existing supplementary OCBC Credit Card cardholders who do not hold any OCBC Credit Cards as a principal cardholder are eligible to participate in the Promotion.

### Promotion Mechanics

8. Where a Referred Individual successfully signs up for an Eligible Card pursuant to a Successful Referral, both the Referrer and the Referred Individual will receive S\$50 cashback (“**\$50 Cashback**”) each if:
  - a. the Referred Individual is a New OCBC Principal Cardmember;
  - b. the Referrer is an existing FRANK Principal Credit Cardholder;
  - c. the Eligible Card signed up for is not a supplementary card.



To illustrate:

| Referrer receives: | Referred Individual receives: |
|--------------------|-------------------------------|
| S\$50 Cashback     | S\$50 Cashback                |

9. Where a Referred Individual successfully signs up for an Eligible Card pursuant to a Successful Referral, both the Referrer and the Referred Individual will receive S\$20 cashback (“**\$20 Cashback**”) each if:
- the Referred Individual is an Existing OCBC Principal Cardmember;
  - the Referrer is an existing FRANK Principal Credit Cardholder;
  - the Eligible Card signed up for is not a supplementary card;
  - the Referred Individual must not have cancelled their FRANK Credit Card in the last six (6) months prior to the commencement of the Promotion and re-applied for such facilities again thereafter.

To illustrate:

| Referrer receives: | Referred Individual receives: |
|--------------------|-------------------------------|
| S\$20 Cashback     | S\$20 Cashback                |

10. The cashback to be awarded to each Referrer is calculated based on the number of Successful Referrals made. The relevant cashback will be credited into the Referrer and Referred Individual’s FRANK Credit Card Accounts.
11. In the event that any person who has received any cashback under this Promotion is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the cashback to another customer.
12. All cashback to be awarded under this Promotion will be credited by 31 December 2021.
13. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.
14. The cashback awarded under the Promotion is in addition to the maximum S\$75 monthly cashback a Referred Individual may enjoy under the Terms and Conditions governing FRANK Credit Card (with effect from 1 Apr 2021).

The top 10 Referrers who have referred the highest number of Referred Individuals (accumulated across Credit Card and Debit Card categories) within the Promotion Period (each a “**Top Referrer**”) will each receive a Mobile Legends: Bang Bang Time-Limited EPIC Skin (the “**Reward**”).

15. For avoidance of doubt, this Promotion is to be treated separately from the FRANK Credit Card and Debit Card Member-Get-Member (MGM) Programme, and any successful Eligible Card sign-ups made under the said Programme(s) will not be included in the count for the Top Referrers. There are only 10 Rewards to be won under the Promotion.

16. Each Top Referrer is entitled to receive a maximum of one Reward throughout the Promotion Period.
17. An SMS containing the redemption code for the Reward will be sent to each Top Referrer by 31 December 2021. Only one redemption may be performed for each code.
18. The redemption codes are non-exchangeable and non-transferable. There will be no cash alternative offered and they must be redeemed within two weeks of the sending of the SMS.
19. The Top Referrer's FRANK Credit Card Account must be active and in good standing during the Promotion Period and at the time of redemption of the Reward.
20. In the event of a tie in the number of Referred Individuals referred by any Referrer, the Referrer who reaches his/her highest number of Referred Individuals first will be awarded the Reward.
21. 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 or Reward 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.
22. OCBC Bank reserves the right to claw-back and deduct from the Referrer and/or Referred Individual's FRANK Credit Card the equivalent value of the cashback or Reward if the Referrer or Referred Individual closes his/her Account during, or within twelve (12) months from the end of, the Promotion Period. Further, if any Referrer or Referred Individual is subsequently discovered to be ineligible to participate in the Promotion or to receive the cashback or Reward, OCBC Bank reserves the right to (i) withdraw the cashback or Reward at any time; or (ii) claw-back the cashback or Reward or request the relevant customer to repay to or compensate OCBC Bank the value of the cashback or Reward at any time, and OCBC Bank shall have the right to debit the value of the cashback or Reward 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 or Reward be withdrawn, if any cashback or Reward is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the cashback or Reward for whatsoever reasons.

## **General**

23. If the conditions set out in these terms and conditions 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 customer. Similarly, OCBC Bank reserves the right not to award the Reward to any customer.
24. OCBC Bank reserves the right to replace or substitute the cashback or Reward for a gift of an equivalent or similar value without prior notice, for any reason whatsoever.

The Reward is non-exchangeable for cash, gift vouchers, gift cards, loyalty redemption programme points, and/or other goods and services and non-transferable.

25. OCBC accepts no responsibility for any Reward not successfully redeemed due to a technical fault technical malfunction, computer hardware or software failure, satellite, network, server failure of any kind or fulfilment failure of any kind by its partners.
26. The Reward may be subject to additional terms and conditions, and participants agree to comply with all terms and conditions applicable to the Reward. In the event that the Reward incurs any tax liability, such tax is the sole responsibility of the winner.
27. 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 or Reward 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.
28. If any Referrer or Referred Individual 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.
29. By participating in the Promotion, both the Referrer and the Referred Individual consent to the following:
  - a. the Referrer consents to having the referrals and his or her name disclosed to the person(s) referred by them to OCBC Bank; and
  - b. the Referred Individual consents to having his or her name and status of successful signing up under the Promotion disclosed to the Referrer.
30. By participating in the Promotion, participants agree and acknowledge that all personal data submitted may be collected, processed, stored, disclosed or otherwise used by OCBC Bank for the purposes of conducting and administering the Promotion.
31. The eligibility of any Referrer or Referred Individual to receive any cashback or Reward shall be determined at the absolute discretion of OCBC Bank.
32. 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.
33. 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.

34. 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.
35. 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.
36. 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.

**Version Date: 06 September 2021**