

# Terms & Conditions Governing the FRANK Credit Card Top 2 Spenders Promotion (the "Promotion")

# **Promotion Period**

1. The promotion period shall run from 1 September 2021 Singapore Time (SGT) 00:00 to 31 October 2021 SGT 2*3:59* (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 qualify for the Promotion ("Eligible Cardmember") if:
  - a. you are an existing FRANK Credit Cardmember;
  - b. you have successfully registered for the Promotion via an online form available at <u>https://bit.ly/ft2SDC</u> specifying the last 8-digits of your FRANK Credit Card number and registered Singapore mobile number with OCBC, during the Promotion Period;
  - c. you spend a minimum of S\$1,500 of Qualifying Spend (as defined in Clause 3 below) within the Promotion Period; and
  - d. your FRANK Credit Card account ("Account") is active and in good standing at time of crediting the Cashback (defined below).

# Definitions

- 3. "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, 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 <u>here</u>.

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**



The top 2 Eligible Cardmembers with the highest amount in Qualifying Spend within the Promotion Period (the "Successful Cardmember") will receive a reward ("Reward"), as follows:

Rank	Reward
1 <sup>st</sup> and 2 <sup>nd</sup>	Mobile Legends Bang Bang time-limited EPIC Skin

- 4. There are only 2 Rewards to be won. Spend accumulated by a supplementary cardholder can be attributed to the Account of the principal cardholder in the computation of Qualifying Spend.
- 5. Refunded transactions will be deducted from the relevant monthly billed amount for the computation of Qualifying Spend.
- 6. The eligibility of each Successful Cardmember to receive a Reward shall be determined at the absolute discretion of OCBC Bank.
- 7. Each Successful Cardmember is entitled to receive a maximum of one Reward throughout the Promotion Period.
- 8. An SMS containing the redemption code for the Reward will be sent to the Successful Cardmember by 31 December 2021. Only one redemption may be performed for each redemption code.
- 9. 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.
- 10. The Successful Cardmember's Account must be active and in good standing during the Promotion Period and at the time of redemption of the reward.
- 11. The Reward is non-exchangeable for cash and non-transferable.
- 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. In the event of a tie amongst Eligible Cardmembers in Qualifying Spend, the following will be considered in this order by OCBC Bank to determine the Successful Cardmembers:
  - a. Eligible Cardmember who accumulated his/her highest spend first;
  - b. Eligible Cardmember who met the minimum Qualifying Spend first.

Both will be based on transaction posted dates.

#### General

14. 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.



- 15. 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.
- 16. 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.
- 17. 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, or any codes not being successfully redeemed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind or fulfilment failure of any kind by its partners
- 18. 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.
- 19. 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 solely for the purposes of conducting and administering the Promotion.

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