

# <u>Terms and Conditions for the FRANK Debit Card Foreign Currency Year End Cashback Promotion</u> ("Promotion")

### Promotion Period

1. The Promotion Period will be from 15 November 2019 to 31 December 2019 (both dates inclusive) or such other period as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC") in its absolute discretion ("Promotion Period").

## **Eligibility**

- 2. The Promotion is open to all individuals who meet all of the following conditions ("Eligible Cardmember"):
  - a) the relevant individual is an existing FRANK Debit Cardmember who has successfully registered for the Promotion during the Promotion Period by sending an SMS to 72377 in the following format:

SMS FRKDCFX <space> Last 6 digits of card number (Example: FRKDCFX 123456)

and received an SMS from OCBC confirming successful registration; and

b) the relevant individual's FRANK Debit Card account(s) is in good standing with OCBC during the Promotion Period.

### <u>Cashback</u>

3. The first 1,500 Eligible Cardmembers who fulfil the eligibility criteria in clause 2 above ("Successful Cardmembers") will receive a waiver on the foreign exchange fee (up to 3.25%) imposed on Foreign Currency Spend (as defined in clause 4 below) posted during the Promotion Period on their FRANK Debit Card(s). The fee waiver is capped at \$\$15 and will be in the form of a cashback credited to the relevant card account.

### Foreign Currency Spend

- 4. "Foreign Currency Spend" shall refer to spending charged in foreign currency on transactions that are made both outside Singapore and online within the Promotion Period, and which:
  - a) is either a face-to-face or online transaction; and
  - b) must be posted on the Eligible Cardmember's statement of account within the Promotion Period.

In the event of any ambiguity, OCBC retains the right to determine whether a particular transaction qualifies as a "Foreign Currency Spend".

- 5. Bank charges, NETS transactions and cash withdrawals will not be treated, or qualify, as Foreign Currency Spend for the Promotion.
- 6. The relevant cashback amount will be credited into the Successful Cardmember's Account linked to the FRANK Debit Card(s) by 15 February 2020.

#### **Miscellaneous**

- 7. OCBC's decision on all matters relating to the Promotion will be final. If there is any difference between these terms and conditions and any brochure, marketing or promotional material relating to Promotion, these terms and conditions will apply.
- 8. OCBC reserves the right at any time without giving any reason or notice to any cardmember to deduct, withdraw or cancel any cashbacks/rewards awarded to such cardmember without liability. Such cardmember will not be entitled to any payment or compensation whatsoever in respect of such deduction, withdrawal or cancellation.
- 9. OCBC will not be responsible or held liable for any loss to or expenses that any cardmember or any person incurs in connection with the Promotion, including any error in computation, any breakdown or malfunction in any computer system or equipment.
- 10. OCBC has the right to change any terms and conditions without giving any person notice. This includes changing the rules relating to who is eligible for the Promotion and the dates of the Promotion.
- 11. The laws of Singapore apply to these terms and conditions, and any disputes between the participants and OCBC will be dealt with in the courts of Singapore. A person who is not a party to any agreement governed by these terms and conditions does not have the right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.