



## Terms & Conditions Governing the FRANK Debit Card National Day Promotion 2021 (the “Promotion”)

### Promotion Period

1. The promotion period shall run from 1 August 2021 Singapore Time (SGT) 00:00 to 31 August 2021 SGT 23:59 (both dates inclusive), or such other period as may be determined by OCBC in its absolute discretion (“Promotion Period”).

### Eligibility

2. You will be eligible for the Promotion (“Eligible Cardmember”) if:
  - a. you are among the first 2,000 FRANK Debit Cardmembers to successfully register for the Promotion via an online form available at <https://bit.ly/3rAJlph> ; and
  - b. your FRANK Debit Card account (“Account”) is active and in good standing at the time of crediting the Cashback (defined below).

### Definitions

3. “Qualifying Spend”:
  - a. refers to any single 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](#).

### Promotion Mechanics

4. Eligible Cardmembers who spend a minimum of S\$560 of Qualifying Spend during the Promotion Period on your FRANK Debit Card and meet the conditions set out in these terms and conditions (“the “Minimum Qualifying Spend”) will receive **an additional 1% cashback (“Cashback”)** on their total Minimum Qualifying Spend in the following special categories – Fast Food, Selected Convenience Stores, Selected Online Merchants and Selected Transport Merchants, capped at S\$10 per customer.

Category	In order to be eligible under this category
Fast Food	the spend must be incurred in any establishments classified under Visa Merchant Category Code 5814 in Singapore dollars, both online and in-store. Notwithstanding anything to the contrary, OCBC has the absolute discretion to determine whether a spend or transaction qualifies as a transaction made at a fast food restaurant. For the avoidance of doubt, spend incurred in foreign currencies under this category will not be recognized.
Selected Convenience Stores	<p>the spend must be incurred with any of the following convenience stores in Singapore dollars:</p> <ul style="list-style-type: none"> <li>• Cheers</li> <li>• 7-Eleven</li> </ul> <p>Notwithstanding anything to the contrary, spend incurred with any Esso-Cheers and Shell 7 Eleven will not qualify under this category. For the avoidance of doubt, spend incurred in foreign currencies under this category will not be recognized.</p>
Selected Online Merchants	<p>online transactions must be done/conducted with any of the following online merchants:</p> <ul style="list-style-type: none"> <li>• iHerb</li> <li>• FairPrice Online</li> <li>• ZALORA</li> <li>• ASOS</li> <li>• Lazada</li> </ul>
Selected Transport Merchants	<p>the spend must be classified as Merchant Category Code 4121 (Taxicabs and Limousines) and must be incurred with any of the following transport merchants in Singapore dollars:</p> <ul style="list-style-type: none"> <li>• Comfort and CityCab</li> <li>• Grab</li> <li>• Go-Jek</li> <li>• TADA</li> </ul> <p>For the avoidance of doubt, spend incurred:</p> <ul style="list-style-type: none"> <li>• in foreign currencies under this category; and/or</li> <li>• in relation to payments made to top up any stored value, prepaid products or digital wallet provided by the aforementioned transport merchants;</li> </ul> <p>will not be recognized.</p>

5. The Promotion is limited to the first 2,000 Eligible Cardmembers who meet the conditions set out in these terms and conditions during the Promotion Period. 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 Eligible Cardmember.



6. Eligible Cardmembers will only need to register once for the Promotion during the Promotion Period to be eligible for the Promotion. Eligible Cardmembers will be automatically awarded the Cashback if the Minimum Spend Requirement is met in the Promotion Period. For avoidance of doubt, Cashback will only be earned for each relevant calendar month that the Minimum Spend Requirement was met. Eligible Cardmembers will not earn the Cashback in a given month if they do not meet the Minimum Spend Requirement in that month.
7. 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 Qualifying Spend and these terms and conditions are not met, the Cashback will not be awarded.
8. Subject to the fulfilment of these terms and conditions to the absolute satisfaction of OCBC, the Cashback will be credited into the Eligible Cardmember's account.
9. The Cashback will be credited based on the following schedule:
  - a. Minimum Qualifying Spend posted in the month of Aug 2021 – by 30 Sep 2021
10. For avoidance of doubt, each Eligible Cardmember is only entitled to receive the Cashback once regardless of the number of Invitations it received from OCBC Bank.
11. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
12. An Eligible Cardmember who meets the Minimum Spend Requirement is only entitled to receive a maximum of S\$10 Cashback under the Promotion.
13. The total cashback awarded under this Promotion is on top of the monthly cashback you can enjoy under the Terms and Conditions governing FRANK Debit Card (with effect from 1 April 2021).
14. Refunded transactions will be deducted from the relevant monthly billed amount for the computation of Qualifying Spend and Cashback.
15. If the requirements 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 Eligible Cardmember.
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 Debit Card the equivalent value of the Cashback if the Eligible Cardmember closes his/her FRANK Debit Card 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, 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 cardmember 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.

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