# FRANK X giga! Sign-up Promotional Terms & Conditions

Sign up for the 45GB for \$25 giga plan and enjoy \$10 OFF your giga bill for the first 3 consecutive months. Limited to the first 1000 customers, subject to these terms & conditions.

#### 1. Promotion

1.1 Unless otherwise notified by StarHub Mobile Pte Ltd ("Starhub", "we" or "us") or Oversea-Chinese Banking Corporation Limited ("OCBC Bank"), this FRANK X giga! Sign-up Promotion (the "Promotion") is valid from 1 September 2020 to 31 October 2020, date inclusive ("Promotion Period"). Each of StarHub and OCBC reserves the right at each of its discretion to determine the validity period of this Promotion, and to change or vary the Promotion Period at any time.

# 2. Eligibility

- 2.1 In order to be eligible for this Promotion, you must be:
  - (a) a new giga! customer (new sign ups or port-in customers); and
  - (b) an existing OCBC FRANK Principal Cardmember.
- 2.2 The eligibility of any OCBC FRANK Principal Cardmember to participate in the Promotion shall be determined at the absolute discretion of OCBC Bank.

#### 3. Mechanics of Promotion

- 3.1 For this promotional plan, you will be charged \$15 monthly for 45GB, 1000 mins and 1000 SMS for your first 3 months (the "**Discounted Rates**"). Prices will automatically revert to \$25 for 45GB, 1000 mins and 1000 SMS on month 4.
- 3.2 You will need to key in the specific campaign ("**Promo Code**") when signing up for the giga! line in order to enjoy the Discounted Rates for this Promotion. The Promo Code is the first eight digits of your FRANK debit or credit card. The Discounted Rates shall not apply to any other plans not stated here.
- 3.3 The Promotion is limited to the first 1,000 sign ups from start of Promotional Period.
- 3.4 If you have successfully signed up for this Promotion, you will be charged \$15 monthly via the debit or credit card tied to your giga! line. If any payment fails at any time during the 3-month period of your promotional plan for any reason, your giga! line will be suspended and thereafter the Discounted Rates will no longer apply and your promotional plan will automatically revert to the 45GB for \$25 plan when your giga! line is reactivated.
- 3.5 Unless otherwise stipulated by us, all other services and extras that are applicable to the Base Plan (as such plan is defined at <a href="https://giga.com.sg/TnC">https://giga.com.sg/TnC</a>) are applicable to this promotional plan as well.

### 4. Our rights

4.1 If we suspect that you are participating in this promotion for fraud, misconduct, improper, inappropriate, dishonest or any other illegal purpose (for example, without limitation, set up fraudulent account, set up an account using a non-consenting third party's information or

stolen information), we reserve the right, as may be determined by us in our absolute discretion, to carry out any or all of the following, without notice and liability to you:

- (a) decline your redemption of Promo Code for this Promotion;
- (b) suspend or terminate your giga! line and/or account;
- (c) blacklist you.
- 4.2 We also reserve the right to refer your actions to the relevant authorities and will comply with directions or guidelines issued by them, without notice and liability to you.

#### 5. Consent to Use Personal Data

- 5.1 By participating in the Promotion, you consent to:
  - (a) the collection, use and/or disclosure of your personal data by StarHub and OCBC Bank, and/or each of its service providers or partners for the purposes of this Promotion; and
  - (b) StarHub and/or OCBC Bank and/or each of its service providers or partners to contact you for the aforementioned purpose.

### 6. Changes

Each of StarHub and OCBC Bank reserves the right to change, suspend or terminate this Promotion (whether in part or whole), and/or or vary, delete or add to any of these terms & conditions, including without limitation, the eligibility of any participant and the dates of the Promotion, at any time, at each of its absolute discretion, without prior notice and liability.

### 7. Acceptance

By participating in this Promotion, you shall be taken to accept and agree to:

- (a) all these terms & conditions and any amendments thereof;
- (b) receive communications by us and/or OCBC Bank via email, phone, SMS and/or in-app notifications in accordance with each of our and OCBC Bank's prevailing Privacy Policy as set out at <a href="https://www.giga.com.sg/">https://www.giga.com.sg/</a> and <a href="https://www.ocbc.com/personal-banking/policies">https://www.ocbc.com/personal-banking/policies</a> respectively, or such other link as may be notified by us or OCBC Bank from time to time; and
- (c) our prevailing giga! Mobile Terms & Conditions as set out at <a href="https://www.giga.com.sg/">https://www.giga.com.sg/</a> or such other link as may be notified by us from time to time.

## 8. General

- 8.1 StarHub's and/or 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 and/or StarHub. 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.
- 8.2 StarHub and 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, StarHub and 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.

### OCBC FRANK Card Sign-up Promotional Terms & Conditions (the "Promotion")

Enjoy \$50 gigabucks when you sign up for a new FRANK card. Limited to the first 1000 customers, subject to these terms & conditions.

#### **Promotion**

1. Unless otherwise notified by StarHub Mobile Pte Ltd ("StarHub", "we" or "us") or Oversea-Chinese Banking Corporation Limited ("OCBC Bank"), this FRANK X giga! Sign-up Promotion (the "Promotion") is valid from 1 September 2020 to 31 October 2020, date inclusive ("Promotion Period"). Each of StarHub and OCBC reserves the right at each of its discretion to determine the validity period of this Promotion, and to change or vary the Promotion Period at any time.

## **Eligibility**

- 2. You will qualify for the Promotion ("Eligible Cardmember") if:
  - a. you are a new FRANK Principal Cardmember who has applied for the FRANK Credit Card (the "Card"), and whose Principal Card application is approved, during the Promotion Period:
  - b. your application for the FRANK Credit Card is via the following links:
    - i. https://www.frankbyocbc.com/campaign/meet-giga;and
  - c. you are an existing giga! customer. For avoidance of doubt, giga! is brought to you and provided by StarHub Mobile Pte Ltd.

#### **Definitions**

- 3. A "new FRANK Principal Cardmember" refers to any person who (i) currently does not hold an existing OCBC FRANK Credit Card, and (ii) has not held an OCBC FRANK Credit Card in the previous twelve (12) months. Applicants who had cancelled existing OCBC FRANK 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.
- 4. Eligible Cardmembers will not be eligible for any other promotion that OCBC Bank is running in respect of the FRANK Credit Card.

### **Promotion Mechanics**

- 5. The first 1000 Eligible Cardmembers who meet the conditions in Clause 2 (the "Qualifying Cardmembers") will receive S\$50 gigaBucks (the "Credits") in your wallet known as "gigaWallet" subject to these terms and conditions.
- 6. Each Qualifying Cardmember is only entitled to receive the Credits once under the Promotion.

- 7. In the event that any person entitled to the Credits is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Credits to another cardmember.
- 8. The Credits will be awarded within two (2) months from the date of card approval, i.e. if the Qualifying Cardmember's card was approved on 2 September 2020, he/she will receive the Credits by 2 Nov 2020 directly from giga! via these methods below:
  - a. StarHub will disburse the \$50 gigaBucks into the Qualifying Cardmember's gigaWallet.
- 9. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
- 10. StarHub or 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 credit 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.

## gigaBucks

- 11. In this Promotion, Credit is referred to as "gigaBucks " and will be available for your use over 2-consecutive giga! mobile subscription renewal cycles period ("Validity Period"). Any and all unutilized gigaBucks will be automatically and immediately forfeited upon the expiry of the Validity Period. No refunds or extension of the Validity Period will be granted under any circumstances.
- 12. gigaBucks cannot be transferred and cannot be exchanged for cash, other benefits or kind and can only be used solely in accordance with these terms & conditions.
- 13. gigaBucks will be automatically used to offset your monthly giga! mobile subscription charges, whether in part or in whole.
- 14. You may opt to use gigaBucks to purchase extras or optional giga! services where such gigaBucks are sufficient.
- 15. If there is insufficient gigaBucks in your gigaWallet, you shall be solely responsible for all charges incurred and purchases made, and such charges and purchases shall be charged via the debit or credit card tied to your giga! account.
- 16. gigaBucks in your gigaWallet will be used/deducted and treated (for example, the Validity Period of gigaBucks) on a first-in-first-out basis.

# General

- 17. By participating in the Promotion, you consent to:
  - a. the collection, use and/or disclosure of your personal data by StarHub and/or OCBC Bank, and/or its service providers or partners for the purposes of this Promotion (including without limitation, for the disbursement of the Credits);

- OCBC Bank sharing your information with StarHub or such third party as OCBC Bank may in its reasonable discretion determine is necessary to facilitate the disbursement of the Credits, and for StarHub or such third party to contact you for the aforementioned purpose; and
- c. StarHub sharing your information with OCBC Bank or such third party as StarHub may in its reasonable discretion determine is necessary to facilitate the disbursement of the Credits, and for OCBC Bank or such third party to contact you for the aforementioned purpose.
- 18. The eligibility of any Eligible Cardmember to participate in the Promotion and/or to receive any credits shall be determined at the absolute discretion of OCBC Bank.
- 19. Each of StarHub and 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.
- 20. StarHub and 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, StarHub and 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.