

**Terms & Conditions Governing the FRANK Visa Card Spend And Get Promotion (the “Promotion”)
ref. g240213, g240214**

Promotion Period

1. The promotion period shall run from 24 April 2024 to 31 May 2024 (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 or Debit cardmember holding an Eligible Card; and
 - b. you have received either an electronic direct mail (eDM), SMS or any other forms of communications from OCBC Bank inviting you to participate in the Promotion (please note that the invitation to participate in the Promotion is not transferrable); and
 - c. you have made a total Qualifying Spend of S\$1,888, with your total Qualifying Spend meeting the Minimum Qualifying Spend set out in the table below.

Definitions

3. “Eligible Card” refers to any of your active FRANK Credit & Debit Cards that are in good standing with OCBC Bank from the start of the Promotion Period until six (6) months after the end of the Promotion Period.
4. “Qualifying Spend”:
 - a. refers to any retail transaction (including face to face or online purchases);
 - b. includes all spend on either your existing FRANK Credit or Debit Card
 - c. does not include all payments or transactions made at NATAS Travel Show 2024
 - d. 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, interest, late payment charges, goods and services taxes, cash advances, balance transfers, bus/MRT transactions, Transit top-up and other bank fees and charges; NETS point-of-sale transactions, funds to pre-paid accounts and merchants who are categorized as “payment service providers” including (without limitation) EZ-Link, NETS FlashPay, Transit Link, GrabPay, YouTrip, Shopee Pay, Singtel Pay;
 - e. will be determined by its transaction date based on Singapore Timing (UTC+08:00) and must be posted for the spend to be qualified. For avoidance of doubt, the date on which the transaction is submitted or 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
 - f. does not include transactions made with the following Merchant Category Codes (“MCC”):

| MCC | Description |
|------|--|
| 4784 | Tolls and Bridge Fees |
| 4829 | Wire Transfer Money Orders (WTMOs) |
| 4900 | Utilities-Electric, Gas, Heating Oil, Sanitary, Water |
| 5047 | Medical, Dental, Ophthalmic and Hospital Equipment and Supplies |
| 5199 | Nondurable Goods (Not Elsewhere Classified) |
| 5262 | Marketplaces (only for Shopee Pay) |
| 5960 | Direct Marketing Insurance Services |
| 5993 | Cigars, Stores and Stands |
| 6010 | Member Financial Institution–Manual Cash Disbursements |
| 6012 | Member Financial Institution–Merchandise and Services |
| 6051 | Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency) |
| 6211 | Securities–Brokers and Dealers |
| 6300 | Insurance Sales, Underwriting and Premiums |
| 6513 | Real Estate Agents and Managers–Rentals |
| 6540 | Non-Financial Institutions – Stored Value Card Purchase/Load |

| | |
|------|--|
| 7349 | Cleaning, Maintenance and Janitorial Services |
| 7523 | Automobile Parking Lots and Garages |
| 7995 | Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks |
| 8062 | Hospitals |
| 8211 | Schools, Elementary and Secondary |
| 8220 | Colleges, Universities, Professional Schools and Junior Colleges |
| 8241 | Schools, Correspondence |
| 8244 | Schools, Business and Secretarial |
| 8249 | Schools, Trade and Vocational |
| 8299 | Schools and Educational Services–Not Elsewhere Classified |
| 8398 | Organizations, Charitable and Social Service |
| 8651 | Organizations, Political |
| 8661 | Organizations, Religious |
| 8675 | Automobile Associations |
| 8699 | Organizations, Membership–Not Elsewhere Classified (Labor Union) |
| 9211 | Court Costs Including Alimony and Child Support |
| 9222 | Fines |
| 9223 | Bail and Bond Payments |
| 9311 | Tax Payments |
| 9399 | Government Services–Not Elsewhere Classified |
| 9402 | Postal Services–Government Only |
| 9405 | Intra-Government Purchases–Government Only |

- g. 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;
- h. For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a “Qualifying Spend”;
- i. Refunded or cancelled transactions will be deducted from the relevant billed amount taken into consideration for the computation of Qualifying Spend.

Promotion Mechanics

- 5. Eligible Cardmembers who meet the minimum amounts of Qualifying Spend (“Minimum Qualifying Spend”) during the Promotion Period will receive the Gift as set out in the table below, subject to the redemption cap shared between various groups of targeted cardmembers under the following reference numbers:
 - g240213
 - g240214

| Minimum Qualifying Spend | Gift | Redemption Cap |
|--------------------------|---|----------------|
| S\$1,888 | <p>Nintendo Switch Lite</p>  | 75 |

Images are for illustration purposes only. Colour of Gift may vary and is subject to availability.

- 6. The Gift is limited to the shared redemption caps as stated in the table above. For the avoidance of doubt, in the event that any person entitled to the Gift is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Gift to another Eligible Cardmember.

7. For principal cardmembers with supplementary cards, the Gift will be awarded for the aggregated spend on both the principal card and supplementary card.
8. Each Eligible Cardmember is only entitled to receive a maximum of one gift upon meeting the terms and conditions of this Promotion.
9. 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 Gift 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.
10. OCBC Bank reserves the right to claw-back and deduct from any of the Eligible Cardmember's accounts with OCBC Bank the equivalent value of the Gift if the Eligible Cardmember cancels his/her Eligible Card during, or within six (6) months from the end of, the Promotion Period. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Gift, OCBC Bank reserves the right to (i) withdraw the Gift at any time; or (ii) claw-back the Gift or request the relevant Cardmember to repay to or compensate OCBC Bank the value of the Gift at any time, and OCBC Bank shall have the right to debit the value of the Gift or such other amount as it deems fit from the account(s) of the Cardmember. No person shall be entitled to any payment or compensation from OCBC Bank should any Gift be withdrawn, if any Gift is reclaimed by OCBC Bank, or if a Cardmember is asked to repay to or compensate OCBC Bank the value of the Gift for whatsoever reasons.

Gift

11. Eligible Cardmembers who qualify to receive the Gift will be notified within (3) three months from end of Promotion Period through but not limited to SMS, Mobile Push Notification or Email sent to the Eligible Cardmember's registered mobile number and email address with OCBC Bank.
12. OCBC will only be able to determine whether a participant is eligible to receive the Gift after the promotion has ended and will not be able to provide the status of a participant's eligibility to receive the Gift prior to 30 April 2024.
13. Redemption of the Gift is subject to merchant's terms and conditions. Full details of the redemption (where applicable) will be sent either in an Electronic Direct Mailer ("EDM") and/or a Direct Mailer ("DM") and/or an SMS to the Eligible Cardmember's registered email, billing address or mobile number registered with OCBC Bank.
14. **The Gifts are available for redemption to Eligible Cardmembers meeting the Minimum Qualifying Spend on a first-come-first-served basis (identified on a daily basis) and while stocks last only.** To add on, if we have more than 1 Cardmembers meeting the Minimum Qualifying Spend conditions on the same day, we will be ranking the Eligible Cardmember(s) based on the highest Qualifying Spend amount.
15. The Gifts are strictly not transferrable or exchangeable for cash, credit or other gifts or otherwise in full or in part. No payment or compensation whether in cash, credit or in kind shall be made for any uncollected, lost, misplaced, defaced, stolen or damaged Gifts. The Gifts cannot be replaced if lost, misplaced, defaced, stolen or damaged.
16. OCBC Bank reserves the right to substitute or replace the Gift with any item of similar value at its sole discretion without notice to any person.

General

17. The eligibility of any Eligible Cardmember to participate in this Promotion and/or shall be determined at the absolute discretion of OCBC Bank.
18. 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 customer and the dates of the Promotion.
19. 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.

20. 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.
21. 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.
22. By participating in this Promotion, the Eligible Cardmember hereby agrees and consents to the collection, use and disclosure of their personal data by OCBC Bank and its related corporations (collectively, "OCBC Group") for the purposes of managing and administering this Promotion, and such other related purposes, in accordance with OCBC's Data Protection Policy (which can be accessed via the OCBC website > Personal Banking > Policies).
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 2001 to enforce any of these terms and conditions.

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