

# Terms and conditions governing FRANK Debit Card National Day Online Acquisition Promotion (the "Promotion")

#### **Promotion Period**

1. The promotion period shall run from 1 August 2023 to 31 August 2023 (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. This Promotion is applicable to individuals who meet all the following conditions ("Eligible Cardmember"):
  - a. you are a new FRANK Debit Cardmember who (i) currently does not hold an existing FRANK Debit Card, and (ii) has not held FRANK Debit Card in the previous six (6) months, and has successfully signed up for a FRANK Debit Card during the Promotion Period, where such application was made via any of the following application channels:
    - i. FRANKbyocbc.com;
    - ii. OCBC.com;
    - iii. Mobile Banking Application; OR
    - iv. OCBC Internet Banking; and
  - b. applicants who had cancelled existing FRANK Debit Card facilities within the last six (6) 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:
  - c. you have spent a minimum of S\$58 in Qualifying Spend (defined below) by the next calendar month following card application on your FRANK Debit Card; and
  - d. your FRANK Debit Card account ("Account") is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of receiving the Reward (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, 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, , 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 of the Terms and Conditions Governing FRANK Debit Card Cashback Programme available <a href="here">here</a>.

For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a "Qualifying Spend".

## **Promotion Mechanics**

4. During the Promotion Period, the first 1,000 Eligible Cardmembers, determined by Card approval date, who meet the conditions specified herein will stand a chance to receive up till S\$58 Cashback (the "Reward") (the "Qualifying Cardmembers").

Reward	Quantity
S\$5.80	700
S\$15.80	220
S\$25.80	60
S\$35.80	10
S\$45.80	5
S\$58	5

### To illustrate:

- a. For FRANK Debit Cards applied in August 2023, spend a minimum of \$\$58 in Qualifying Spend by 30 September 2023.
- 5. The first 1,000 Eligible Cardmembers who are eligible to receive a Reward will be eligible to participate in a draw to determine the Reward they will receive ("Draw"). The Draw will be conducted randomly using a computerized system on 31 October 2023, 3pm at OCBC Centre, 63 Chulia Street #22-00 Singapore 049514.
- 6. Eligible Cardmembers who qualify to receive the Reward will receive an SMS sent to the Eligible Cardmember's mobile number registered with OCBC Bank by 7 November 2023 on the Reward amount.
- 7. Subject to the fulfilment requirements set out in these terms and conditions to the absolute satisfaction of OCBC Bank, the Reward will be credited into the Qualifying Cardmember's Account.
- 8. The Reward will be credited into the Qualifying Cardmember's Account by 30 November 2023.
- 9. Each Eligible Cardmember is only entitled to receive the Reward once (a maximum of \$\$58) throughout the entire Promotion Period.
- 10. Refunded transactions amounts and count will be deducted from the relevant monthly billed amount or transaction count for the computation of Qualifying Spend.
- 11. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.
- 12. 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 valid transaction, the Reward will not be awarded.

- 13. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Reward, OCBC Bank reserves the right to (i) forfeit or withdraw the Reward at any time; or (ii) (where the Reward has been redeemed) clawback the Reward or request the relevant customer to repay to or compensate OCBC Bank the value of the Reward at any time, and OCBC Bank shall have the right to debit the value of the Reward plus any goods and services tax 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 Reward be forfeited or withdrawn, if any Reward is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Reward for whatsoever reasons.
- 14. By participating in this Promotion, Eligible Cardmembers provide their consent for OCBC Bank to collect, use and disclose their personal data, including their names, NRIC numbers and mobile numbers ("Personal Data") for the purposes of determining their eligibility for the Promotion, verifying their identity, contacting them, and administering the Reward. OCBC will collect, use, and disclose the Personal Data of the Eligible Cardmembers in accordance with the Singapore Personal Data Protection Act 2012 and OCBC's Data Protection Policy, available at <a href="https://www.ocbc.com/personal-banking/policies">https://www.ocbc.com/personal-banking/policies</a>.
- 15. The Reward must be redeemed by 30 November 2023. OCBC Bank will not extend the redemption period for any reason whatsoever. Any Reward that is not redeemed by 30 November 2023 will be forfeited.

#### General

- 16. The eligibility of any Eligible Cardmember to participate in the Promotion and/or to receive the Reward shall be determined at the absolute discretion of OCBC Bank.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.

21. 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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