

Terms and Conditions Governing the FRANK New Debit Card and Account October Promotion (the "Promotion")

1. Promotion Period

1.1 The promotion period shall be from 01 October 2023 to 31 October 2023 (both dates inclusive), or such other period(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") in its absolute discretion (the "Promotion Period").

2. Eligibility

2.1 You will qualify for the Promotion (each, an "Eligible Customer") if:

- a. you are a new FRANK Account holder and FRANK Debit Cardmember who has successfully applied for a FRANK Account with FRANK Debit Card during the Promotion Period via;
 i) FRANKbyocbc.com;
 - ii) OCBC.com;
 - iii) Mobile Banking Application; or
 - iv) OCBC Internet Banking;
- b. you are not an existing FRANK Account holder or FRANK Debit Cardmember prior to the commencement of the Promotion; and
- c. you have not closed an existing FRANK Account or FRANK Debit Card in the last six (6) months prior to the commencement of the Promotion and re-applied for such facilities again thereafter; and
- d. your FRANK Account is active and in good standing at time of receiving the Reward (defined below).

3. Definitions

- 3.1 "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, 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



of the Terms and Conditions governing FRANK Debit Card 1% Cashback, the latest version of which can be found <u>here</u>.

OCBC Bank has absolute discretion to determine whether a transaction is considered a "Qualifying Spend".

4. Promotion Mechanics

4.1 During the Promotion Period, the first 1,000 Eligible Customers, determined by card approval date, who fulfil the criteria in clause 2.1 set out in these terms and conditions shall be entitled to receive S\$10 cashback ("**Reward**") (each a "**Qualified Customer**").

4.2 During the Promotion Period, the first 1,000 Eligible Customers, determined by card approval date, who made a minimum of S\$300 in Qualifying Spend (defined above) by 30 days following the card approval date shall be entitled to receive an additional S\$10 cashback ("**Bonus Reward**").

To illustrate:

- a. FRANK Debit Card applied and approved on 23 October 2023 made a minimum of \$\$300 in Qualifying Spends (defined in Clause 3.1) by 22 November 2023 will be entitled to both Reward and Bonus Reward, totalling <u>\$\$20</u>.
- FRANK Debit Card applied and approved on 12 October 2023 <u>did not</u> make a minimum of S\$300 in Qualifying Spends (defined in Clause 3.1) by 11 November 2023 will be entitled to only the Reward without the Bonus Reward, totalling <u>S\$10</u>.

3.3 For the avoidance of doubt, the determination of the dates of Qualifying Spends is decided by the transaction posted date.

3.4 The Reward will be credited accordingly into the Qualified Customers' FRANK Debit Card Account by 31 December 2023.

3.5 Each Qualified Customer who participates in this Promotion is only entitled to receive one Reward and one Bonus Reward (a maximum of \$\$20 in total) throughout the entire Promotion Period.

4. General

4.1 The eligibility of any Eligible Customer to receive the Reward shall be determined at the absolute discretion of OCBC Bank.

4.2 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.

4.3 OCBC Bank will not be responsible or held liable for any loss to or expenses that any person incurs in connection with the Promotion, including any error in computation, any breakdown or malfunction in any computer system or equipment.

4.4 All Qualified Customers must maintain their FRANK Account and FRANK Debit Card for a period commencing from the date it was opened and ending on the date that falls six (6) months after the end of the Promotion Period (both dates inclusive) (the "**Minimum Period**"). OCBC Bank reserves the right to claw back the Reward if the Qualified Customer closes his or her FRANK Account and FRANK Debit Card before the completion of the Minimum Period.



4.5 The Reward is not transferrable or exchangeable for other items. OCBC Bank reserves the right to replace the Reward with any item of similar value.

4.6 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 person and the dates of the Promotion.

4.7 OCBC Bank shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspects of Promotion and/or any product/service relating to the Promotion (including without limitation, the Reward). Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any defects or malfunction in any reward, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of the Promotion and/or any product/service relating to the Promotion (including without limitation, the Reward) by any person.

4.8 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.

4.9 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.

4.10 These terms and conditions shall be governed by the laws of Singapore and the participants in this Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a participant of this Promotion 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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