



## Terms & Conditions Governing the FRANK Online Bonus Acquisition Promotion 2021 (the “Promotion”)

### Promotion Period

This promotion period shall run from 15 November to 11 December 2021 (both dates inclusive) or such other period(s) as may be determined by Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) at its absolute discretion (the “Promotion Period”). By participating in this Promotion you agree to be bound by these terms.

### Eligibility

2. You will qualify for the Promotion (“Eligible Cardmember”) if:
  - a. you are a New OCBC Principal Cardmember who has applied for the FRANK Credit Card or Debit Card (the “Card”), and whose Card application is approved, during the Promotion Period;
  - b. your application for the Card 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
  - c. your Card account (“Account”) is active and in good standing at time of crediting the Cashback (defined below).

### Definitions

3. A “New OCBC Principal Cardmember” refers to any person who (i) currently does not hold an existing OCBC Credit or Debit Card as the principal cardholder, and (ii) has not held an OCBC Credit or Debit Card as the principal cardholder in the previous twelve (12) months. Applicants who had cancelled existing OCBC Credit or Debit 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. For the avoidance of doubt, existing supplementary OCBC Credit Card cardholders who do not hold any OCBC Credit Cards as a principal cardholder are eligible to participate in the Promotion.

### Promotion Mechanics

5. Eligible Cardmembers who meet the requirements in these terms and conditions will receive a unique **S\$5 Christmas Market Promotion Code** (“Code”) that will be sent to their email address in OCBC Bank’s records. The Code may be used to enjoy S\$5 off any purchase at the FRANK Christmas Maker Market 2021 (“Website”) if they enter the Code at the online checkout page.
6. Each Eligible Cardmember is only entitled to receive the Code once regardless of the number of applications submitted.



7. The Code can be applied in conjunction with any other privileges or promotions at the online FRANK Christmas Maker Market 2021, unless otherwise stated.
8. The Code is not exchangeable for cash, gift vouchers, gift cards, loyalty redemption programme points, and/or other goods and services.
9. OCBC Bank reserves the right to substitute or replace the Code with any item of similar value at its sole discretion without notice to any person.
10. OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to cancel and/or invalidate any Code awarded to any customer without liability.
11. OCBC Bank reserves the right to claw-back and deduct from the Eligible Cardmember's Card the equivalent value of the Code if the Eligible Cardmember closes his/her 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 Code, OCBC Bank reserves the right to (i) withdraw the Code at any time; or (ii) request the relevant customer to repay to or compensate OCBC Bank the value of the Code at any time, and OCBC Bank shall have the right to debit the value of the Code 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 Code be forfeited or withdrawn, if any Code is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Code for whatsoever reasons.

## **General**

12. The eligibility of any Eligible Cardmember to participate in the Promotion or to receive the Code shall be determined at the absolute discretion of OCBC Bank.
13. 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.
14. 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.
15. 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.
16. 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.

17. 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.