

Terms and Conditions Governing the FRANK Credit Card and FRANK Debit Card Spend Promotion 1 Dec 2021 to 31 Dec 2021 (the “Promotion”)

Promotion Period

1. The promotion period shall run from 1 December 2021 to 31 December 2021 (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”).

Eligibility

2. You will qualify for the Promotion if you are an existing FRANK Debit or Credit Cardholder who meet all of the following conditions:

For FRANK Debit Cardholder

- a. you have an existing FRANK Debit Card during Promotion Period;
- b. you have submitted the Promotion e-form (link: <https://internet.ocbc.com/internet-banking/PublicOnlineForm/Form?FormId=franksng>) to register your entry;
- c. you have spent a minimum of S\$600 Qualifying Spend (defined below) during the Promotion Period on your FRANK Debit Card;
- d. you are among the first 2,500 redemptions (S\$600 Qualifying Spend is equivalent to 1 S\$20 Cashback redemption); and
- e. your FRANK Debit Card account is active and in good standing with OCBC during the Promotion Period.

For FRANK Credit Cardholder

- i. you have an existing FRANK Credit Card during Promotion Period;
- ii. you have submitted the Promotion e-form (link: <https://internet.ocbc.com/internet-banking/PublicOnlineForm/Form?FormId=franksng>) to register your entry;
- iii. you have spent a minimum of S\$1,000 Qualifying Spend (defined below) during the Promotion Period on a FRANK Credit Card;
- iv. you are among the first 1,000 redemptions (S\$1,000 Qualifying Spend is equivalent to 1 S\$40 Cashback redemption); and
- v. whose FRANK Credit Card account is active and in good standing with OCBC during the Promotion Period.

Definitions

3. “Card” refers to either a FRANK Debit Card or FRANK Credit Card, as the case may be.

4. "Cashback" refers to either a DC Cashback or a CC Cashback, as the case may be.
5. "Eligible Cardholder" refers to a Eligible Credit Cardholder or Eligible Debit Cardholder, as the case may be.
6. "Eligible Credit Cardholder" refers to FRANK Credit Cardholders who meet the criteria in Clause 2.
7. "Eligible Debit Cardholder" refers to FRANK Debit Cardholders who meet the criteria in Clause 2.
8. "Minimum Qualifying Spend" refers to either the Minimum DC Qualifying Spend or Minimum CC Qualifying Spend, as the case may be.
9. "Qualifying Spend":
 - (i) refers to any Visa transaction (including face to face or online purchases);
 - (ii) does not include payments or transactions relating to AXS Payments, NETS, Cash withdrawal, spend incurred on or in connection with any stored value and prepaid products, and any Foreign Currency Transaction Fee that is imposed by OCBC and/or the Visa association, or any such other similar payments as determined by OCBC from time to time; and
 - (iii) will be determined by its transaction date based on Singapore Timing (UTC+08:00). 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.

Promotion Mechanics

10. Eligible Debit Cardholders will receive a S\$20 cashback (the "DC Cashback") for each S\$600 Qualifying Spend on the FRANK Debit Card. The maximum cashback a Eligible Debit Cardholder can get within the Promotion Period is S\$40. To illustrate, if an Eligible Debit Cardholder spends S\$1,200 or more on a FRANK Debit Card during the Promotion Period, a DC Cashback of S\$40 will be awarded.
11. Eligible Credit Cardholders will receive a S\$40 cashback (the "CC Cashback") for each S\$1,000 Qualifying Spend on the FRANK Credit Card. The maximum cashback a Eligible Credit Cardholder can get within the Promotion Period is S\$80. To illustrate, if an Eligible Credit Cardholder spends S\$2,000 or more on a FRANK Credit Card during the Promotion Period, a CC Cashback of S\$80 will be awarded.
12. For the avoidance of doubt, in the event that any person entitled to the Cashback is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Cashback to another Eligible Cardholder.
13. For principal Cardholders with supplementary Cards, the Cashback will be awarded for the aggregated spend on both the principal Card and supplementary Credit Card.

14. 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 Cashback will not be awarded.

Cashback

15. The Cashback will be credited into a Eligible Cardholder's Card account within 2 months from the end of the Promotion Period.
16. Each customer who participates in this Promotion is only entitled to receive two cashback per card they hold (a maximum of S\$40 for Debit Cardholders, and \$80 for Credit Cardholders) throughout the entire Promotion Period.
17. The Promotion shall not apply in conjunction with any other privileges or promotions.
18. The Eligible Cardholder's Card account must be active and in good standing at the time of crediting.
19. Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.
20. 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 cashback 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.
21. OCBC Bank reserves the right to claw-back and deduct from any of the Eligible Cardholder's accounts with OCBC Bank the equivalent value of the Cashback if the Eligible Cardholder closes his/her Card account during, or within six (6) months from the end of, the Promotion Period. Further, if any Eligible Cardholder is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback, OCBC Bank reserves the right to (i) withdraw the Cashback at any time; or (ii) claw-back the Cashback or request the relevant customer to repay to or compensate OCBC Bank the value of the Cashback at any time, and OCBC Bank shall have the right to debit the value of the Cashback 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 Cashback be withdrawn, if any Cashback is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Cashback for whatsoever reasons.

General

22. The eligibility of any Eligible Cardholder to receive the Cashback shall be determined at the absolute discretion of OCBC Bank.
23. 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,
24. 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.

25. OCBC Bank's decision on all matters relating to this 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 this Promotion, these terms and conditions will prevail.
26. 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.
27. 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 (Cap 53B) to enforce any of these terms and conditions.