



## **Terms & Conditions Governing the FRANK Credit Card March 2021 New-to-OCBC Acquisition Promotion (the “Promotion”)**

### **Promotion Period**

1. The promotion period shall run from 1 March 2021 Singapore Time (SGT) 00:00 to 31 March 2021 SGT 23:59 (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 a new OCBC Principal Cardmember who has applied for the FRANK Credit Card (the “Card”), and whose Principal Card application is approved, during the Promotion Period;
  - b. your application for the FRANK Credit Card was made via any of the following links:
    - i. FRANKbyocbc.com;
    - ii. OCBC.com;
    - iii. Mobile Banking Application; OR
    - iv. OCBC Internet Banking; and
  - c. your FRANK Credit Card account (“Account”) is active and in good standing at time of crediting the Cashback (defined below).
3. For avoidance of doubt, this Promotion is not applicable for customers who are redirected to the FRANK Credit Card website from Singsaver’s website.

### **Definitions**

4. A “New OCBC Principal Cardmember” refers to any person who (i) currently does not hold an existing OCBC Credit Card as the principal cardholder, and (ii) has not held an OCBC Credit Card as the principal cardholder in the previous twelve (12) months. Applicants who had cancelled existing OCBC Credit 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.
5. 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.
6. “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, Cash-On-Instalments, Instalment Payment Plan, PayLite, tax payments, interest, late payment charges, cash advances, balance transfers, bill payments made via Internet Banking, AXS or SAM network, and other 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 Bank under the Terms and Conditions governing FRANK Credit Card (with effect from 1 September 2020). These include, without limitation, the following:

MCC	Description
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities – Electric, Gas, Water, and Sanitary
5199	Nondurable Goods (Not Elsewhere Classified)
5960	Direct Marketing – Insurance Services
5993	Cigars Stores and Stands
6010	Financial Institutions – Manual Cash Disbursements
6012	Financial Institutions – Merchandise, Services, and Debt Repayment
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, NonFiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300	Insurance Sales, Underwriting, and Premiums
6513	Real Estate Agents and Managers
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, Maintenance and Janitorial Services
7523	Parking Lots, Parking Meters and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, OffTrack Betting, and Wagers at Race Tracks
8062	Hospitals **Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062
8211	Elementary and Secondary Schools
8220	Colleges, Universities, Professional Schools, and Junior Colleges
8241	Correspondence Schools
8244	Business and Secretarial Schools
8249	Vocational and Trade Schools
8299	Schools and Educational Services (Not Elsewhere Classified)
8398	Charitable Social Service Organizations
8651	Political Organizations
8661	Religious Organizations
8675	Automobile Associations
8699	Membership Organizations (Not Elsewhere Classified) <i>For example – art clubs, historical clubs, labor unions</i>
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



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.

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

### Promotion Mechanics

7. The first 250 Eligible Cardmembers, determined by card approval date, who spend a minimum of S\$300 of Qualifying Spend by the end of the next month following card approval on your FRANK principal Credit Card and meet the conditions set out in these terms and conditions (the "Minimum Qualifying Spend") will receive **an additional S\$40 cashback ("Cashback")** (the "Qualifying Cardmembers").

To illustrate: Cards approved in the month of Mar 2021 – meet S\$300 spend by 30 Apr 2021

8. For avoidance of doubt, spend accumulated by a supplementary cardholder will be attributed to the Account of the principal cardholder.
9. Subject to the fulfilment of the requirements set out in these terms and conditions to the absolute satisfaction of OCBC Bank, the Cashback will be credited into the Qualifying Cardmember's Account.
10. Each Qualifying Cardmember is only entitled to receive the Cashback once under the Promotion.
11. 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 customer.
12. The Cashback will be credited based on the following schedule:
  - a. Cards approved in the month of Mar 2021 – by 31 May 2021
13. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.
14. The Cashback awarded under the Promotion is in addition to the maximum S\$75 monthly cashback you can enjoy under the Terms and Conditions governing FRANK Credit Card (with effect from 1 Sep 2020).
15. Refunded transactions will be deducted from the relevant monthly billed amount for the computation of Qualifying Spend.
16. 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.

17. OCBC Bank reserves the right to claw-back and deduct from the Qualifying Cardmember's FRANK Credit Card the equivalent value of the Cashback if the Qualifying Cardmember closes his/her Account during, or within twelve (12) months from the end of, the Promotion Period. Further, if any Qualifying Cardmember 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**

18. The eligibility of any Eligible Cardmember to participate in the Promotion or to receive the Cashback shall be determined at the absolute discretion of OCBC Bank.
19. 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.
20. 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.
21. 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.
22. 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.
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 (Cap 53B) to enforce any of these terms and conditions.



## **Terms & Conditions Governing the FRANK Credit Card March 2021 Existing-OCBC Acquisition Promotion (the “Promotion”)**

### **Promotion Period**

1. The promotion period shall run from 1 March 2021 Singapore Time (SGT) 00:00 to 31 March 2021 SGT 23:59 (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 a new Principal Frank Credit Cardmember (as defined below);
  - b. Your application for the Frank Credit Card (the “Card”) is approved during the Promotion Period;
  - c. your application for the FRANK Credit Card was made via any of the following links:
    - i. FRANKbyocbc.com;
    - ii. OCBC.com;
    - iii. Mobile Banking Application; OR
    - iv. OCBC Internet Banking; and
  - d. your FRANK Credit Card account (“Account”) is active and in good standing at the time of crediting.
3. For avoidance of doubt, this Promotion is not applicable for customers who are redirected to the FRANK Credit Card website from Singsaver’s website.

### **Definitions**

4. A “new Principal FRANK Credit Cardmember” refers to any person who currently does not hold any FRANK Credit Card as a principal cardholder. For the avoidance of doubt, existing Supplementary OCBC Credit Card cardholders who do not hold any Principal FRANK OCBC Credit Cards are eligible to participate in the Promotion.
5. “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, Cash-On-Instalments, Instalment Payment Plan, PayLite, tax payments, interest, late payment charges, cash advances, balance transfers, bill payments made via Internet Banking, AXS or SAM network, and other 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 Bank under the Terms and Conditions governing FRANK Credit Card (with effect from 1 September 2020). These include, without limitation, the following:

MCC	Description
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities – Electric, Gas, Water, and Sanitary
5199	Nondurable Goods (Not Elsewhere Classified)
5960	Direct Marketing – Insurance Services
5993	Cigars Stores and Stands
6010	Financial Institutions – Manual Cash Disbursements
6012	Financial Institutions – Merchandise, Services, and Debt Repayment
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, NonFiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300	Insurance Sales, Underwriting, and Premiums
6513	Real Estate Agents and Managers
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, Maintenance and Janitorial Services
7523	Parking Lots, Parking Meters and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, OffTrack Betting, and Wagers at Race Tracks
8062	Hospitals **Transactions to Singapore Government Public Hospitals including Non-Profit Hospitals, Community Hospitals and Polyclinics under the MCC 8062
8211	Elementary and Secondary Schools
8220	Colleges, Universities, Professional Schools, and Junior Colleges
8241	Correspondence Schools
8244	Business and Secretarial Schools
8249	Vocational and Trade Schools
8299	Schools and Educational Services (Not Elsewhere Classified)
8398	Charitable Social Service Organizations
8651	Political Organizations
8661	Religious Organizations
8675	Automobile Associations
8699	Membership Organizations (Not Elsewhere Classified) <i>For example – art clubs, historical clubs, labor unions</i>
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

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



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

### Promotion Mechanics

6. The first 450 Eligible Cardmembers, determined by card approval date, who spend a minimum of S\$500 of Qualifying Spend by the end of the next month following card approval on your FRANK principal Credit Card and meet the conditions set out in these terms and conditions (the "Minimum Qualifying Spend") will receive **an additional S\$40 cashback ("Cashback")** (the "Qualifying Cardmembers").

To illustrate: Cards approved in the month of Mar 2021 – meet S\$500 spend by 30 Apr 2021

7. For avoidance of doubt, spend accumulated by a supplementary cardholder will be attributed to the Account of the principal cardholder.
8. Subject to the fulfilment of the requirements set out in these terms and conditions to the absolute satisfaction of OCBC Bank, the Cashback will be credited into the Qualifying Cardmember's Account.
9. Each Qualifying Cardmember is only entitled to receive the Cashback once under the Promotion.
10. 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 customer.
11. The Cashback will be credited based on the following schedule:
  - a. Cards approved in the month of Mar 2021 – by 31 May 2021
12. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.
13. The Cashback awarded under the Promotion is in addition to the maximum S\$75 monthly cashback you can enjoy under the Terms and Conditions governing FRANK Credit Card (with effect from 1 Sep 2020).
14. Refunded transactions will be deducted from the relevant monthly billed amount for the computation of Qualifying Spend.
15. 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.
16. OCBC Bank reserves the right to claw-back and deduct from the Qualifying Cardmember's FRANK Credit Card the equivalent value of the Cashback if the Qualifying Cardmember closes his/her Account during, or within twelve (12) months from the end of, the Promotion Period. Further, if any Qualifying Cardmember 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**

17. The eligibility of any Eligible Cardmember to participate in the Promotion or to receive the Cashback 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 cardholder 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. 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.

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