



## Terms & Conditions Governing the OCBC FRANK Card Sign-up S\$50 gigaBucks Promotion (the “Promotion”)

### Promotion Period

1. The promotion period shall run from 1 September 2020 Singapore Time (“SGT”) 00:00 to 31 October 2020 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 FRANK 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 is via the following links:
    - i. <https://www.frankbyocbc.com/campaign/meet-giga>; and
  - c. you are an existing giga! customer. For avoidance of doubt, giga! is brought to you and provided by StarHub Mobile Pte Ltd (“**StarHub**”).

### Definitions

3. A “new FRANK Principal Cardmember” refers to any person who (i) currently does not hold an existing OCBC FRANK Credit Card, and (ii) has not held an OCBC FRANK Credit Card in the previous twelve (12) months. Applicants who had cancelled existing OCBC FRANK 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.
4. Eligible Cardmembers will not be eligible for any other promotion that OCBC Bank is running in respect of the FRANK Credit Card.

### Promotion Mechanics

5. The first 1000 Eligible Cardmembers who meet the conditions in Clause 2 (the “Qualifying Cardmembers”) will receive S\$50 gigaBucks (the “Credits”) in your wallet known as “gigaWallet” subject to these terms and conditions.
6. Each Qualifying Cardmember is only entitled to receive the Credits once under the Promotion.
7. In the event that any person entitled to the Credits is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Credits to another cardmember.
8. The Credits will be awarded within two (2) months from the date of card approval, i.e. if the Qualifying Cardmember’s card was approved on 2 September 2020, he/she will receive the Credits by 2 Nov 2020 directly from StarHub via these methods below:



- a. StarHub will disburse the \$50 gigaBucks into the Qualifying Cardmember's gigaWallet
9. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
10. StarHub or 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 credit 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.

### **gigaBucks**

11. In this Promotion, gigaBucks (also referred to as the Credits) will be available for your use over 2-consecutive giga! mobile subscription renewal cycles period ("Validity Period"). Any and all unutilized gigaBucks will be automatically and immediately forfeited upon the expiry of the Validity Period. No refunds or extension of the Validity Period will be granted under any circumstances.
12. gigaBucks cannot be transferred and cannot be exchanged for cash, other benefits or kind and can only be used solely in accordance with these terms & conditions.
13. gigaBucks will be automatically used to offset your monthly giga! mobile subscription charges, whether in part or in whole.
14. You may opt to use gigaBucks to purchase extras or optional giga! services where such gigaBucks are sufficient.
15. If there is insufficient gigaBucks in your gigaWallet, you shall be solely responsible for all charges incurred and purchases made, and such charges and purchases shall be charged via the debit or credit card tied to your giga! account.
16. gigaBucks in your gigaWallet will be used/deducted and treated (for example, the Validity Period of gigaBucks) on a first-in-first-out basis.

### **General**

17. By participating in the Promotion, you consent to:
  - a. the collection, use and/or disclosure of your personal data by OCBC Bank, and/or its service providers or partners for the purposes of this Promotion (including without limitation, for the disbursement of the Credits);
  - b. OCBC Bank sharing your information with StarHub or such third party as OCBC Bank may in its reasonable discretion determine is necessary to facilitate the disbursement of the Credits, and for StarHub or such third party to contact you for the aforementioned purpose; and
  - c. StarHub sharing your information with OCBC Bank or such third party as StarHub may in its reasonable discretion determine is necessary to facilitate the disbursement of the Credits, and for OCBC Bank or such third party to contact you for the aforementioned purpose.

18. The eligibility of any Eligible Cardmember to participate in the Promotion and/or to receive any credits shall be determined at the absolute discretion of OCBC Bank.
19. Each of StarHub and 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. StarHub and 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, StarHub and 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.

Version Date: 24 August 2020