



## Terms & Conditions Governing the FRANK X Shopee Debit Card Design Online Acquisition Promotion (the “Promotion”)

### Promotion Period

1. This promotion period shall run from 1 July 2023 to 31 August 2023 (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”).

### Eligibility

2. You will qualify for the Promotion (“Eligible Cardmember”) if:
  - a. you are a New FRANK Debit Cardmember who has successfully signed up for a FRANK Debit Card (the “Card”) during the Promotion Period, and whose Card is approved by the 14<sup>th</sup> day of the next month;
  - b. you are not an existing FRANK Debit Cardmember prior to the commencement of the Promotion;
  - c. you have not cancelled your Card in the last six (6) months prior to the commencement of the Promotion and re-applied for such facilities again thereafter.
  - d. your Card application entry was from the targeted advertising channel bearing the Agent Source Code, FRKSPE; and
  - e. your application for the Card was made via any of the following application channels:
    - i. FRANKbyocbc.com

### Promotion Mechanics

3. During the Promotion Period, the first 100 Eligible Customer determined by card approval date, who fulfil the criteria in Clause 2 set out in these terms will receive a **S\$10 Shopee Reward Code (“Reward”)** (the “Qualifying Customer”).
4. In the event that any person entitled to the Reward is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Reward to another Eligible Cardmember.
5. Eligible Cardmember is only entitled to receive the Reward once under the Promotion.
6. OCBC Bank reserves the right to claw-back and deduct from any of the Eligible Customer’s accounts with OCBC Bank the equivalent value of the Reward if the Eligible Customer closes his/her Card account during, or within six (6) months from the end of, the Promotion Period. If any Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive the Reward, OCBC Bank reserves the right to (i) forfeit or withdraw the Reward at any time; or (ii) (where the Reward has been redeemed) claw-back the Reward or request the relevant customer to repay to or compensate OCBC Bank the value of the Reward at any time, and OCBC Bank shall have the right to debit the value of the Reward plus any goods and services tax 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 Reward be forfeited or withdrawn, if any Reward is reclaimed by OCBC Bank, or if a customer



is asked to repay to or compensate OCBC Bank the value of the Reward for whatsoever reasons.

7. The Reward will be credited by this schedule:

Accounts applied and approved in the month of July 2023 – by 30 September 2023.  
Accounts applied and approved in the month of August 2023 – by 31 October 2023.

8. 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 Reward awarded to any customer without liability.
9. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Reward, OCBC Bank reserves the right to (i) forfeit or withdraw the Reward at any time; or (ii) (where the Reward has been redeemed) claw-back the Reward or request the relevant customer to repay to or compensate OCBC Bank the value of the Reward at any time, and OCBC Bank shall have the right to debit the value of the Reward plus any goods and services tax 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 Reward be forfeited or withdrawn, if any Reward is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Reward for whatsoever reasons.
10. The Reward will be sent to the Eligible Cardmember via email.
11. The Reward is strictly not refundable and cannot be replaced if lost, damaged, or expired.
12. The Reward is strictly not exchangeable for cash.
13. OCBC Bank reserves the right to substitute or replace the Reward with any item of similar value at its sole discretion without notice to any person.
14. If any Eligible Customer is subsequently discovered to be ineligible to participate in the Promotion or to receive the Reward, OCBC Bank reserves the right to (i) forfeit or withdraw the Reward at any time; or (ii) (where the Reward has been redeemed) claw-back the Reward or request the relevant customer to repay to or compensate OCBC Bank the value of the Reward at any time, and OCBC Bank shall have the right to debit the value of the Reward plus any goods and services tax 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 Reward be forfeited or withdrawn, if any Reward is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Reward for whatsoever reasons.

## **General**

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

17. 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.
18. 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.
19. 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.
20. 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 2001 to enforce any of these terms and conditions.

*Version Date: 1 July 2023*