



Terms & Conditions Governing the FRANK X MPL Season 4 MLBB Debit Card Sign Up Promotion (the “Promotion”)

Promotion Period

1. The promotion period shall run from 5 September 2022 to 9 October 2022 (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. This Promotion is applicable to individuals who meet all the following conditions (“Eligible Cardmember”):
 - a. you are a new FRANK Debit Cardmember who (i) currently does not hold an existing FRANK Debit Card, and (ii) has not held FRANK Debit Card in the previous twelve (12) months, and has successfully signed up for a FRANK Debit Card during the Promotion Period, where such application was made online through the relevant application link in <https://www.frankbyocbc.com/campaign/mpls4-2022> (“**New Card Applicant**”). Applicants who had cancelled existing FRANK 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;
 - b. you have spent a minimum of S\$200 in Qualifying Spend (defined below) by the next calendar month following card application on your FRANK Debit Card; and
 - c. your FRANK Debit Card account (“Account”) is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment.

To illustrate:

- a. For FRANK Debit Cards applied for in September 2022, a minimum of S\$200 in Qualifying Spend must be spent by 31 October 2022
- b. For FRANK Debit Cards applied for in October 2022, a minimum of S\$200 in Qualifying Spend must be spent by 30 November 2022

Definitions

3. “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, insurance premiums, Cash-On-Instalment IPP, extended payment plan, income tax payment, bill payments made via Internet Banking, bill payments made via AXS, Shopee Pay, interest, late payment charges, goods and services taxes, cash advances, balance transfers, bus/MRT transactions, transactions made at TransitLink General Ticketing Machines, NETS payments including NETS FlashPay, Cash withdrawal, spend incurred on or in connection with any stored value and prepaid products, foreign currency transactions, any foreign currency transaction Fee that is imposed by OCBC and/or the Visa association, and other bank 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 in Clause 1(b) of the Terms and Conditions Governing FRANK Debit Card 1% Rebate, the latest version of which can be found [here](#).

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

Promotion Mechanics

4. The first 275 Eligible Cardmembers, who meet the conditions specified herein will receive a **Mobile Legends: Bang Bang Epic Skin (worth S\$25)** (design selected at random) (the "Reward"). For the avoidance of doubt, 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 Cardmembers who qualify to receive the Reward will receive it in the form of redemption code sent via eDM/SMS to the Eligible Cardmember's email/mobile number registered with OCBC Bank by 31 December 2022. The Reward must be redeemed within the stipulated timeframe stated in the eDM/SMS and no late redemption will be entertained, where applicable.
6. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.
7. An Eligible Cardmember is only entitled to receive the Reward once under the Promotion.
8. The Reward is not exchangeable for cash, gift vouchers, gift cards, loyalty redemption programme points, and/or other goods and services. No requests for extensions or replacements whatsoever will be entertained.
9. The Reward is non-transferrable, non-assignable, non-exchangeable and not saleable for cash, credits or kind.
10. 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.
11. 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 Reward will not be awarded.

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.

Limited-edition MLBB Card Designs

12. New Card Applicants will be eligible to choose one of five limited-edition FRANK X MPL Season 4 MLBB Debit Card designs. The limited-edition MLBB card designs will only be available for the first card issued to the New Card Applicant. Any replacement or renewal of the FRANK Debit Card will be defaulted to ART0014 – Resurgence card design. Replacement or renewal cards for customers who currently hold MLBB card designs from MPL SG Season 2 will also be defaulted to ART0014 – Resurgence card design.
13. Notwithstanding clause 12, the provision of any FRANK Debit Card and/or card design is subject to availability and is at OCBC Bank's sole discretion.
14. Card designs may be subject to intellectual property rights or other proprietary rights belonging or licensed to OCBC Bank and/or any third party. No title, license, right or interest over any card design (and/or any intellectual property right or other proprietary right subsisting therein) shall be deemed to be granted to the customer, and the customer shall comply with any instructions, guidelines and/or restrictions relating to such use of the card designs as may be prescribed by OCBC Bank from time to time.

General

15. The eligibility of any person to participate in the Promotion or to receive the Reward or to choose a card design 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 cardholder 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.

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