

# Terms & Conditions Governing the New FRANK Debit Card Application Promotion (the "Promotion")

### **Promotion Period**

1. The promotion period shall run from 1 June 2022 Singapore Time (SGT) 00:00 to 30 June 2022 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 if you meet all the following conditions ("Eligible Cardmember"):
  - 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 application is approved by the 14<sup>th</sup> day of the of the next month;
  - b. your application for the Card was made via any of the following application channels:
    - i. FRANKbyocbc.com;
    - ii. OCBC.com;
    - iii. Mobile Banking Application; OR
    - iv. OCBC Internet Banking; and
  - c. you have spent a minimum of S\$200 in Qualifying Spend (defined below) by the next month following card application on your FRANK Debit Card; and
  - d. your FRANK Debit Card account ("Account") is active and in good standing at time of receiving the Reward (defined below).

## **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; and
  - 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.
  - 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, the latest version of which can be found <u>here</u>.



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

## **Promotion Mechanics**

4. During the Promotion Period, the first 1,100 Eligible Cardmembers, determined by Card approval date, who fulfil the criteria in Clause 2 set out in these terms and conditions will receive a Burpple Beyond Premium membership code worth \$\$99 ("Reward") (the "Qualifying Cardmembers").

## To illustrate:

- a. Cards applied in Jun 2022, approved before 14 Jul 2022 spend a minimum of S\$200 in Qualifying Spend by 31 Jul 2022
- 5. Subject to the fulfilment of the requirements set out in these terms and conditions to the absolute satisfaction of OCBC Bank, the Reward will be sent to the Eligible Cardmember's OCBC registered email and/or mobile number.
- 6. 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 customer.
- 7. The Reward will be sent based on the following schedule:
  - a. Cards applied in Jun 2022, approved before 14 Jul 2022 by 30 Sep 2022
- 8. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.
- 9. An Eligible Cardmember is only entitled to receive the Reward once under the Promotion.
- 10. Refunded transactions amounts and count will be deducted from the relevant monthly billed amount or transaction count for the computation of Qualifying Spend.

### General

- 11. 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.
- 12. 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.
- 13. 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.



- 14. 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.
- 15. 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.
- 16. 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: 26 May 2022