

**Terms & Conditions Governing the OCBC Frank Credit Card Exclusive Cashback Promotion (the “Promotion”)****Promotion Period**

1. The promotion period shall run from 3 July 2023 to 31 July 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 OCBC Cardmember (as defined below) who has applied for a OCBC Frank Credit Card, via: <https://www.frankbyocbc.com/campaign/credit-card-cashback-acquisition>
  - b) during the Promotion Period and whose Card application has been approved by 11:59 PM on 31 Aug 2023;
  - c) your Card account is active and in good standing with OCBC Bank from the start of the Promotion Period until the point of fulfilment; and
  - d) you have met the minimum Qualifying Spend (as defined below) on your Eligible Card during the Qualifying Spend Period (as defined below) in accordance with the terms and conditions of the Promotion.

**Definitions**

3. “Eligible Cards” means any of the following OCBC Credit Cards:
  - OCBC FRANK Credit Card
4. “New OCBC Cardmember”: refers to any person who (i) currently does not hold an existing OCBC Credit Card, and (ii) has not held an OCBC Credit Card in the previous six (6) months. Applicants who had cancelled existing OCBC Credit Card facilities within the last six (6) 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. 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.
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, insurance premiums, Cash-On-Instalment IPP, extended payment plan, income tax payment, bill payments made via Internet Banking, bill payments made via AXS, interest, late payment charges, goods and services taxes, cash advances, balance transfers, bus/MRT transactions, Transit top-up and other bank fees and charges;
  - c) 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 here: <https://www.frankbyocbc.com/pdf/FRANK-Credit-Card-Terms-and-Conditions-effective-Nov-22.pdf> and;
  - d) will be determined by its transaction date based on Singapore Timing (UTC+08:00). For avoidance of doubt, the date on which the transaction is submitted or 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.

**Promotion Mechanics**

6. Eligible Cardmembers who meet the conditions specified herein will receive the following Cashback, subject to these terms and conditions:

Cashback	Qualifying Spend	Qualifying Spend Period
S\$65 Cashback	Eligible Cardmember spends S\$350 of Qualifying Spend	Within 30 days of the approval of your Eligible Card

7. Only transactions on the approved OCBC Frank Credit Card will be considered a Qualifying Spend.

8. For principal cardmembers with supplementary Cards, Qualifying Spend charged to the supplementary Card will be aggregated under the Qualifying Spend for the principal Card.
9. 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 Cashback will not be awarded.
10. For the avoidance of doubt, 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 gift to another Eligible Cardmember.
11. The Promotion shall not apply in conjunction with any other privileges or promotions. For avoidance of doubt, Eligible Cardmembers participating in this promotion will be excluded from the ongoing OCBC Frank Credit Card Campaign Promotion.
12. An Eligible Cardmember's spend on any refunded transactions will not be taken into account in the computation of Qualifying Spend for the purpose of determining such Eligible Cardmember's entitlement to the Cashback.
13. 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.
14. OCBC Bank reserves the right to claw-back and deduct from any of the Eligible Cardmember's accounts with OCBC Bank the equivalent value of the Cashback if the Eligible Cardmember closes his/her Eligible Card account during, or within six (6) months from the end of, the Promotion Period. If any Eligible 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.

**Cashback**

15. The Cashback will be credited into the Eligible Customer's Account by the date falling four (4) months after the Eligible Cardmember's Qualifying Spend Period.
16. Each Eligible Customer is only entitled to receive a maximum of one Cashback under the Promotion.
17. Applicants who had cancelled their OCBC Debit or Credit Card within the Promotion and re-applied for it under the Promotion are not eligible to participate in the Promotion.

**Exclusion of other Promotions**

18. If an Eligible Customer applies for other credit card(s) and the OCBC Frank Credit Card at the same time, and such credit card(s) are approved alongside the OCBC FRANK Credit Card, the OCBC FRANK Credit Card shall be considered the Eligible Customer's first OCBC Bank credit card. OCBC Bank shall fulfil the Cashback related to this Promotion if the Eligible Customer fulfils the requirements to the exclusion of the other promotions which requires the Eligible Customer to be a New OCBC Cardmember as well.

**General**

19. The eligibility of any Eligible Customer to participate in this Promotion and/or receive any Cashback shall be determined at the absolute discretion of OCBC Bank.
20. 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 customer and the dates of the Promotion.
21. 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.

22. 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.
23. 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.
24. By participating in the Promotion, Eligible Customer consents to: a. OCBC Bank collecting and using their personal data, including but not limited to their names, mobile numbers, and email addresses, ("Personal Data") for the purposes of verifying their identity, assessing their eligibility for the Promotion, contacting them, and facilitating and administering the Promotion mechanics (the "Purposes"); b. OCBC Bank disclosing their Personal Data to OCBC Bank's third-party vendors and agencies for the same Purposes; and c. the collection, use and disclosure of their Personal Data for other applicable purposes in accordance with OCBC's Data Protection Policy (accessible at: <https://www.ocbc.com/personal-banking/policies>).
25. 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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