



Terms & Conditions Governing the FRANK DC Wisma Branch MGM Promotion 2024 (the “Promotion”)

Promotion Period

1. The promotion period shall run from 13 March 2024 Singapore Time to 15 April 2024 (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. By participating in the Promotion, both the Eligible Referrer and the Eligible Referred Customer consent to the following:
 - a) The Eligible Referrer consents to having the referrals and his or her name disclosed to the person(s) referred by them to OCBC Bank; and
 - b) The Eligible Referred Customer consents to having his or her name and status of successful signing up under the Promotion disclosed to the Eligible Referrer.”
 - c) To be eligible to participate in the Programme to redeem a complimentary Baristart Coffee Singapore Voucher (“Eligible Cardmember”):
 - i. you are an existing FRANK Debit Cardmember whom have received an electronic direct mail (eDM) from OCBC Bank inviting you to participate in the Promotion (please note that the invitation to participate in the Promotion is not transferrable); and
 - ii. your FRANK Debit Card account is active and in good standing with OCBC Bank during the Promotion Period.
 - d) To be eligible to participate in the Programme as a Referrer (“Eligible Referrer”):
 - i. you are an existing FRANK Debit Cardmember whom have received an electronic direct mail (eDM) from OCBC Bank inviting you to participate in the Promotion (please note that the invitation to participate in the Promotion is not transferrable); and
 - ii. your FRANK Debit Card account is active and in good standing with OCBC Bank during the Promotion Period; and
 - iii. you are not allowed to refer yourself for this Programme; and
 - iv. you have invited at least 1 Eligible Referred Customer to apply for a FRANK Debit Card via a unique Referral Link generated via the campaign page; and
 - v. you consent to having your name disclosed to the person(s) referred by you to OCBC Bank for this Promotion.
 - e) To be eligible to participate in the Programme as a Referred Customer (“Eligible Referred Customer”):
 - i. you are a new FRANK Debit Cardmember who currently does not hold an existing FRANK Debit Card; and
 - ii. you have signed up for a FRANK Debit Card, at OCBC Wisma Atria, during the promotion period and whose card application is approved; and
 - iii. you have provisioned your approved FRANK Debit Card into your mobile wallet and made at least 1 eligible retail transaction (“Qualifying Transaction”) with your FRANK Debit card via your mobile wallet; and
 - iv. your FRANK Debit card application must be made via the application QR code made available at OCBC Wisma; and
 - v. consents to having his or her name and status of successful signing up under the Promotion disclosed to the Eligible Referrer.

Definitions

3. “Qualifying Transaction”:
 - a) refers to any retail transaction via mobile wallet (categorized under “Digital Payment Wallets” including (without limitation) Apple Pay, Google Pay and Samsung Pay) on your FRANK Debit Card during the Promotion Period;



- 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; NETS point-of-sale transactions, funds to pre-paid accounts and merchants who are categorized as “payment service providers” including (without limitation) EZ-Link, NETS FlashPay, Transit Link, GrabPay, YouTrip, Shopee Pay, Singtel Pay;
- c) does not include transactions made with the following Merchant Category Codes (“MCC”):

MCC	Description
4784	Tolls and Bridge Fees
4829	Wire Transfer Money Orders (WTMOs)
4900	Utilities-Electric, Gas, Heating Oil, Sanitary, Water
5047	Medical, Dental, Ophthalmic and Hospital Equipment and Supplies
5199	Nondurable Goods (Not Elsewhere Classified)
5262	Marketplaces (only for Shopee Pay)
5960	Direct Marketing Insurance Services
5993	Cigars, Stores and Stands
6010	Member Financial Institution–Manual Cash Disbursements
6012	Member Financial Institution–Merchandise and Services
6051	Quasi Cash–Merchant (Non-Financial Institutions – Foreign Currency, Non-Fiat Currency, Cryptocurrency)
6211	Securities–Brokers and Dealers
6300	Insurance Sales, Underwriting and Premiums
6513	Real Estate Agents and Managers–Rentals
6540	Non-Financial Institutions – Stored Value Card Purchase/Load
7349	Cleaning, Maintenance and Janitorial Services
7523	Automobile Parking Lots and Garages
7995	Gambling - Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, and Wagers at Race Tracks
8062	Hospitals
8211	Schools, Elementary and Secondary
8220	Colleges, Universities, Professional Schools and Junior Colleges
8241	Schools, Correspondence
8244	Schools, Business and Secretarial
8249	Schools, Trade and Vocational
8299	Schools and Educational Services–Not Elsewhere Classified
8398	Organizations, Charitable and Social Service
8651	Organizations, Political
8661	Organizations, Religious
8675	Automobile Associations
8699	Organizations, Membership–Not Elsewhere Classified (Labor Union)
9211	Court Costs Including Alimony and Child Support
9222	Fines
9223	Bail and Bond Payments
9311	Tax Payments
9399	Government Services–Not Elsewhere Classified
9402	Postal Services–Government Only
9405	Intra-Government Purchases–Government Only

- d) For the avoidance of doubt, MCCs are not assigned by OCBC Bank. A merchant’s registered MCC may not always correspond with its nature of business, and OCBC Bank shall not be liable in any way whatsoever to any Cardmember relating to the categorisation of a merchant’s MCC;



- e) 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;
- f) For the avoidance of doubt, OCBC Bank has absolute discretion to determine whether a transaction is considered a Qualifying Transaction;
- g) Refunded or cancelled transactions will not be considered as a Qualifying Transaction.

Campaign Mechanics

- 4. Eligible Cardmembers who meet the conditions specified herein will be able to redeem a free Baristart Coffee Singapore Voucher ("Gift").
 - a) The Gift shall be redeemed from the FRANK Ambassador at OCBC Bank Wisma Atria's Branch within the Promotion Period; and
 - b) The Gift allows eligible Cardmembers to redeem any available coffee drink of their choice only at Baristart Coffee Singapore, Wisma Atria; and
 - c) Each Eligible Cardmember shall only be entitled to a maximum of one Gift throughout the entire Promotion Period; and
 - d) The Gift is strictly not transferrable or exchangeable for cash, credit or other gifts or otherwise in full or in part. No payment or compensation whether in cash, credit or in kind shall be made for any uncollected, lost, misplaced, defaced, stolen or damaged Gifts. The Gifts cannot be replaced if lost, misplaced, defaced, stolen or damaged.
- 5. Eligible Referrers who meet the conditions specified herein will be able to receive S\$10 in cash credit ("Referral Fee"). It will be credited into the Eligible Referrer's existing FRANK Debit Card by 31 May 2024.
 - a) Referral Fee will be awarded to the Eligible Referrer for each approved FRANK Debit Card application by the Eligible Referred Customer(s); and
 - b) There is no limit to the number of Eligible Referred Customer and, accordingly, Referral Fees that an Eligible Referrer may successfully refer and/or receive.
- 6. Eligible Referred Customers who meet the conditions specified herein will be able to receive a S\$20 in cash credit ("Referee Incentive"). It will be credited into the Eligible Referred Customer's approved FRANK Debit Card by 31 May 2024.
- 7. Subject to satisfying the criteria listed in clause 6 of this terms and conditions, each Eligible Referred Customer shall only be entitled to receive a maximum of one (1) time of Referee Incentive throughout the Promotion Period.
- 8. OCBC will only be able to determine whether a participant is eligible to receive the Referee Incentive after the promotion has ended and will not be able to provide the status of a participant's eligibility to receive the Referee Incentive prior to 31 May 2024.
- 9. In the event that the information provided to generate the Referral Link is inconsistent with OCBC Bank's record, resulting in OCBC Bank being unable to verify the Eligible Cardmember's and/or Eligible Referred Customer's eligibility, the Eligible Cardmember and/ or Eligible Referred Customer's eligibility will be revoked.

General

- 10. In the event that the Eligible Cardmember, Eligible Referrer and/or Eligible Referred Customer is subsequently discovered to be ineligible to participate in the Programme or to receive the Gift, Referral Fee and/or Referee Incentive, OCBC Bank reserves the right to (i) withdraw the Gift/ Referral Fee and/or Referee Incentive at any time; or (ii) claw-back the value of the Gift/ Referral Fee and/or Referee Incentive or (iii) request the relevant customer to repay to or compensate OCBC Bank the value of the Gift at any time, and OCBC Bank shall have the right to debit the value of the Referral Fee and/or Referee Incentive 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 Gift/ Referral Fees and/or Referee Incentive are to be forfeited/ withdrawn/ reclaimed by OCBC Bank for whatsoever reasons.
- 11. 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 person and the dates of the Promotion.



12. The Promotion shall not apply in conjunction with any other privileges or promotions.
13. The eligibility of each customer to participate in this Promotion and/or to receive the Gift/ Referral Fee and/or Referee Incentive shall be determined at the absolute discretion of OCBC Bank.
14. The Gift is not transferrable or exchangeable for other items. OCBC Bank reserves the right to replace Gift with any item of similar value.
15. 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.
16. 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 Gift 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.
17. 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.
18. The decision of OCBC Bank on all matters relating to this 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 this Promotion, these terms and conditions will prevail.
19. By participating in this Promotion, the Eligible Customer hereby agrees and consents to the collection, use and disclosure of their personal data by OCBC Bank and its related corporations (collectively, "OCBC Group") for the purposes of managing and administering this Promotion, and such other related purposes, in accordance with OCBC's Data Protection Policy (which can be accessed via the OCBC website > Personal Banking > Policies).
20. These terms and conditions shall be governed by the laws of Singapore and the participants in this Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore. A person who is not a participant of this promotion 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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