



## Terms and Conditions Governing the FRANK Debit Card School Tech Gadget Cashback Promotion (the “Promotion”)

### 1. Promotion Period

- a. The promotion period shall be from 1 August 2023 Singapore Time (SGT) 00:00 to 31 October 2023 SGT 23:59 (both dates inclusive), or such other period as may be determined by Oversea-Chinese Banking Corporation Limited (“OCBC”) in its absolute discretion (“Promotion Period”).

### 2. Eligibility

- a. You will be eligible for the Promotion (“Eligible Cardmember”) if:
  - i. You are an existing cardmember of the FRANK Debit Card (the “Eligible Card”);
  - ii. Your FRANK Debit Card account is active and in good standing with OCBC Bank during the Promotion Period; and
  - iii. Cardmembers must spend a minimum of S\$400 in qualifying transactions based on posted transactions in a calendar month on the FRANK Debit Card. For details on the minimum spend requirements and cashback exclusions, refer to Clause 2 of the FRANK Debit Card Cashback Programme available [here](#).

### 3. Promotion Details

- a. Eligible Cardmembers, who meet the conditions set out in these terms and conditions during the Promotion Period, will earn 1% cashback (the “Cashback”) on all Qualifying Transactions (defined in Clause 4a) spent at Apple and Samsung official stores and websites.
- b. There is no limit on the Cashback that Eligible Cardmembers can earn from their Qualifying Transactions.
- c. Purchases charged to the Eligible Card but yet to be posted within the promotion period will not be taken into account in the computation of Cashback to be awarded.
- d. The Cashback will be credited into the Eligible Cardmember’s Eligible Card account (the “Account”) within 2 months after each calendar month.

Qualifying Transactions posted date	Cashback will be credited by
1 August – 31 August 2023	31 October 2023
1 September – 30 September 2023	30 November 2023
1 October – 31 October 2023	31 December 2023

- e. The Account must be active and in good standing at the time of crediting.
- f. Cashback earned by the Eligible Cardmember’s Eligible card account is not transferable to any other card account.

- g. Cashback is computed based on 2 decimal places per transaction without any rounding.
- h. Refunded Eligible Merchant transactions will be deducted from the Eligible Spend taken into consideration for the computation and award of Cashback.

#### 4. Definitions

- a. "Qualifying Transactions"
  - i. refers to any transactions captured under the Merchant Category Code (MCC): 5732;
  - ii. For the avoidance of doubt, transactions made under Buy-Now-Pay-Later (BNPL) are not included.
  - iii. are transactions charged in SGD currency;
  - iv. 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; and
  - v. 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.

#### 5. General

- a. These Terms and Conditions together with the terms of the OCBC Cardmembers Agreement (as may be amended, modified and supplemented by OCBC from time to time) shall govern and apply to this Promotion. In the event of any conflict or inconsistency between these Terms and Conditions and the OCBC Cardmembers Agreement, these Terms and Conditions shall prevail in so far as they relate to this Promotion.
- b. All terms and references used in these Terms and Conditions and which are defined or construed in the OCBC Cardmembers Agreement but are not defined or construed in these Terms and Conditions shall have the same meaning and construction in these Terms and Conditions.
- c. 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. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, clawback, cancellation or invalidation.
- d. The eligibility of each customer to participate in this Promotion and/or to receive the Cashback shall be determined at the absolute discretion of OCBC Bank.
- e. OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Transaction 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.

- f. 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. Further, if any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback (which eligibility shall be determined at the discretion of OCBC Bank), OCBC Bank reserves the right to (i) forfeit or 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 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 Cashback be forfeited or 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.
- g. The Cashback is not transferrable or exchangeable for other items. OCBC Bank reserves the right to replace the Cashback with any item of similar value.
- h. 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.
- i. 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.
- j. 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.
- k. By participating in the Promotion, Eligible Cardmembers consent to:
  - i. 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 administering the Promotion (including the redemption of any prize, gift, or reward) (the "**Purposes**");
  - ii. OCBC Bank disclosing their Personal Data to OCBC Bank's third-party vendors and agencies for the same Purposes; and
  - iii. 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/personalbanking/policies>).
- l. 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.