



## **Terms & Conditions Governing the FRANK SMU Roadshow Sign Up Promotion (the “Promotion”)**

### **Promotion Period**

1. The promotion period shall run from 9 October 2023 to 13 October 2023 (both days 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 if you meet all the following conditions (“Eligible Cardmember”):
  - a. You are a new FRANK Debit Cardmember who has successfully applied for a FRANK Debit Card (the “**Card**”) during the Promotion Period.
  - b. Your Card application was made online via QR code provided by FRANK staff at the FRANK SMU Roadshow.
  - c. You have not held a FRANK Debit Card in the previous six (6) months. Applicants who have cancelled existing FRANK Debit 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.

### **Promotion Mechanics**

3. During the Promotion Period, the first 1000 Eligible Cardmembers, who fulfil the criteria in Clause 2 set out in these terms will receive a \$10 Cashback (the “Gift”) (the “Qualifying Cardmember”).
4. In the event that any person entitled to the Gift 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.
5. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.
6. Eligible Customers are entitled to a maximum of 1 Gift.
7. 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 Gift if the Eligible Cardmember closes his/her 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 Gift, OCBC Bank reserves the right to (i) forfeit or withdraw the Gift at any time; or (ii) (where the Gift has been redeemed) claw-back the Gift or 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 Gift 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 Gift be forfeited or withdrawn, if any Gift is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Gift for whatsoever reasons.



## **Gift**

8. Eligible Cardmember will receive the Gift by 31 January 2023.
9. Eligible Cardmember must activate the FRANK Debit Card by 30 November 2023 to be eligible to receive the Gift.
10. The Gift will be credited to the Eligible Cardmember's account that is linked to the FRANK Debit Card.
11. OCBC Bank reserves the right to substitute or replace the Gift with any item of similar value at its sole discretion without notice to any person.

## **General**

12. The eligibility of any Eligible Cardmember to participate in this Promotion and/or receive any Gift shall be determined at the absolute discretion of OCBC Bank.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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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