

Terms & Conditions Governing the FRANK Card Matching Contest SMU (the "Contest")

Contest Period

1. The Contest runs from 9 October 2023 till 13 October 2023 (both dates inclusive), or such other periods(s) as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC Bank") at its absolute discretion ("Contest Period").

Eligibility

- 2. You will qualify for the Promotion if you meet one 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 Contest Period. The application must be approved by 20 October 2023.
 - b. You are an existing FRANK Debit Cardmember and your FRANK Debit Card account is active and in good standing with OCBC Bank during the Contest Period.

Promotion Mechanics

- 3. Eligible Cardmember will be given one attempt to play the FRANK Card Matching Game (the "**Play**").
- 4. During the play, the Eligible Cardmember will have to match 8 pairs of cards with identical designs and the time they take to complete the game will be recorded as their timing (the "**Timing**").
- 5. Eligible Cardmember with the fastest Timing for the Play at the end of the Promotion Period (the "**Winner**") will receive \$388 Cashback (the "**Prize**").
- 6. Eligible Cardmember will have to complete and submit the e-Form which the FRANK staff will provide (the "eForm") to record the timing for the Play and facilitate the delivery of the Prize to the Winner only if their timing is faster than the prevailing fastest time.
- 7. Only the Winner will be notified and will be notified within 1 month from the end of the Contest.
- 8. The Gift will be credited to the Eligible Cardmember's account that is linked to the FRANK Debit Card.
- 9. Eligible Cardmember will receive the Prize by 31 December 2023.
- 10. Eligible Cardmember must activate the FRANK Debit Card by 30 November 2023 to be eligible to receive the Prize.
- 11. OCBC Bank reserves the right to replace the Prize with another item of similar value without giving any reason or prior notice or assuming any liability to any person.



12. If any Eligible Cardmember is subsequently discovered to be ineligible to participate in the Promotion or to receive the Prize, OCBC Bank reserves the right to (i) forfeit or withdraw the Prize at any time; or (ii) (where the Prize has been redeemed) claw-back the Prize or request the relevant customer to repay to or compensate OCBC Bank the value of the Prize at any time, and OCBC Bank shall have the right to debit the value of the Prize 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 Prize be forfeited or withdrawn, if any Prize is reclaimed by OCBC Bank, or if a customer is asked to repay to or compensate OCBC Bank the value of the Prize for whatsoever reasons.

- 13. The eligibility of any Eligible Cardmember to participate in this Promotion and/or receive any Prize shall be determined at the absolute discretion of OCBC Bank.
- 14. 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.
- 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'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.
- 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, or any codes not being successfully redeemed due to a technical fault, technical malfunction, computer hardware or software failure, satellite, network or server failure of any kind or fulfilment failure of any kind by its partners
- 18. 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.
- 19. By participating in the Contest, you hereby consent to OCBC Bank and its related corporations collecting, using and disclosing your personal data submitted for the purposes of verifying your identity, assessing your eligibility for the Contest, and otherwise facilitating and administering this Contest, including contacting you about



the Contest and facilitating the provision of the Prize (if applicable), in accordance with OCBC Bank's Data Protection Policy.

Version Date: 3 October 2023