



Terms & Conditions Governing the FRANK Debit Card Travel Spend 2022 Promotion (the “Promotion”)

Promotion Period

The promotion period shall run from 10 May 2022 Singapore time (“SGT”) 00:00 to 30 June 2022 SGT 23:59 (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. You will be eligible for the Promotion (“Eligible Cardmember”) if:
 - a. you are an existing FRANK Debit Cardmember;
 - b. you are among the first 500 FRANK Debit Cardmembers to have successfully registered for the Promotion via an online form available at <https://internet.ocbc.com/internet-banking/PublicOnlineForm/Form?FormId=FRANKDCTVL> specifying the last 8-digits of your FRANK Debit Card number and registered Singapore mobile number with OCBC;
 - c. you meet the Minimum Qualifying Spend (defined below) on your registered FRANK Debit Card during the Promotion Period; and
 - d. your FRANK Debit Card account (“Account”) is active and in good standing at the time of crediting the Cashback (defined below).

Definitions

3. “Qualifying Spend”:
 - a. refers to spend only on Flight and Hotel Transactions (as defined below) (including face-to-face or online purchases);
 - b. does not include payments or transactions relating to AXS Payments, NETS, Cash withdrawal, spend incurred on or in connection with any stored value and prepaid products, and any foreign currency transaction fee that is imposed by OCBC Bank and/or the Visa association, or any such other similar payments as determined by OCBC Bank from time to time;
 - c. shall be determined by its posted date based on Singapore time (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; and
 - d. does not include payments made to or transactions performed at merchants that fall into the exclusion categories/excluded organisations as set out by OCBC in Clause 1(b) of the Terms and Conditions governing FRANK Debit Card, the latest version of which can be found [here](#).



Promotion Mechanics

- During the Promotion Period, the first 500 Eligible Cardmembers, determined by registration date, who spend a minimum of S\$850 on Flight and Hotel Transactions (“Minimum Qualifying Spend”) will receive S\$15 cashback (“Cashback”). Flight and Hotel Transactions are identified as retail transactions made at merchants with main business activity classified as flights and/or hotels. For the avoidance of doubt, these merchants are determined by the following Merchant Category Codes (“MCC”).

Hotels & Airlines	MCCs: 7011, 3000 to 3302, 3501 to 3999.
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- 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 shall not be obligated or liable to provide the Cashback to another cardmember.
- 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 Qualifying Spend and these terms and conditions are not met, the Cashback will not be awarded.
- Subject to the fulfilment of these terms and conditions to the absolute satisfaction of OCBC, the Cashback will be credited into the Eligible Cardmember’s account by 31 July 2022.
- The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
- If any Qualifying Spend is cancelled or reversed during or after the Promotion Period such that the total Qualifying Spend during the Promotional Period falls short of the Minimum Qualifying Spend, the customer will not be considered to have met the Minimum Qualifying Spend and will not be considered an Eligible Cardmember.
- If the requirements set out in these terms and conditions are not fulfilled, OCBC Bank reserves the right not to credit the Cashback into (or if the Cashback has been credited, to debit the value of the Cashback from) any account(s) of the Eligible Cardmember.
- 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.
- OCBC Bank reserves the right to claw-back and deduct from the Eligible Cardmember’s FRANK Debit Card the equivalent value of the Cashback if the Eligible Cardmember closes his/her Account during, or within twelve (12) 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, 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.

General

13. The eligibility of any Eligible Cardmember to participate in the Promotion or to receive the Cashback 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 cardmember 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.
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.

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