



## Terms and Conditions Governing the FRANK Credit Card Up to S\$50 Cashback Promotion (the “Promotion”)

### Promotion Period

1. The promotion period shall run from 10 November to 31 December 2022 (both dates inclusive), or such other period(s) as may be determined by Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) in its absolute discretion (the “Promotion Period”).

### Eligibility

2. You will qualify for the Promotion if you meet all the following conditions (“Eligible Cardholder”):

- a. you have an existing FRANK Credit Card during Promotion Period;
- b. you have submitted the e-form (link: <https://internet.ocbc.com/internet-banking/PublicOnlineForm/Form?FormId=frkcc50>) to register your participation in the Promotion;
- c. you have spent a minimum of S\$800 in Qualifying Spend (as defined below) within November 2022 or December 2022 on your FRANK Credit Card; and
- d. your FRANK Credit Card account is active and in good standing with OCBC during the Promotion Period until the point of fulfilment.

### Definitions

3. “Qualifying Spend”:

- a. refers to any retail transaction (including face to face or online purchases, and includes transactions made on a supplementary card)
- b. does not include payments or transactions relating to annual card fees, Cash-On-Instalments, Instalment Payment Plan, PayLite, tax payments, interest, late payment charges, cash advances, balance transfers, bill payments made via Internet Banking, Shopee Pay, AXS or SAM network, and other fees and charges;
- c. is determined by its transaction date falling within the Promotion Period and successfully posted at the time of fulfilment. 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



- 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 Bank in Clause 2(a)(ii) of the Terms and Conditions governing FRANK Credit Card, the latest version of which can be found at [here](#).

### **Promotion Mechanics**

4. The first 1,000 Eligible Cardmembers who have spent a minimum of S\$800 in Qualifying Spend in November 2022 or December 2022 and meet the conditions set out in these terms and conditions will receive S\$25 cashback (“Cashback”) for each month in which they meet the minimum Qualifying Spend. By way of illustration, if the Eligible Cardmember spends S\$900 in Qualifying Spend in November 2022 but only spends S\$400 in Qualifying Spend in December 2022, the Eligible Cardmember will only receive the S\$25 Cashback for November 2022. If the Eligible Cardmember spends S\$900 in Qualifying Spend in November 2022 and spends S\$1000 in Qualifying Spend in December 2022, the Eligible Cardmember will receive the S\$25 Cashback for both November 2022 and December 2022, amounting to a total of S\$50 Cashback.

5. 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 Bank shall not be obligated or liable to provide the Cashback to another Eligible Cardholder.

6. 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 valid transaction, the Cashback will not be awarded.

7. For principal cardmembers with supplementary Cards, the Cashback will be awarded for the aggregated spend on both the principal Credit Card and supplementary Credit Card.

### **Cashback**

7. Eligible Cardmembers who qualify to receive the Cashback will receive it within 2 months from the end of the Promotion Period. The Cashback will be awarded to the Eligible Cardholder’s FRANK Credit Card account that is registered with OCBC Bank.

8. Each Eligible Cardholders is only entitled to receive a maximum of S\$50 Cashback under the Promotion.

9. The Promotion shall not apply in conjunction with any other privileges or promotions.

10. Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.

11. 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 amount 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.

12. If any Eligible Cardholder 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 the value of the 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.

13. By participating in the Promotion, Eligible Cardholders consent to:

- a. OCBC Bank collecting and using their personal data (including but not limited to their FRANK Credit card numbers and mobile numbers) for the purposes of verifying their identity, assessing their eligibility for the Promotion, and facilitating and processing their award of the Cashback (the “**Purposes**”);
- b. OCBC Bank disclosing their personal data to OCBC Bank’s third-party vendors and agencies for the same Purposes; and
- c. 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/personal-banking/policies>).

## **General**

14. The eligibility of any Eligible Cardholder to participate in this Promotion and/or receive the Cashback shall be determined at the absolute discretion of OCBC Bank.

15. 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,

16. 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.



17. OCBC Bank's decision 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.

18. 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.

19. 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.