



**Terms & Conditions Governing the FRANK Credit Card  
New-to-OCBC Up to \$120 Cashback Promotion (the “Promotion”)**

**Promotion Period**

1. The promotion period shall run from 1 November 2022 to 31 December 2022 (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 qualify for the Promotion (“Eligible Cardmember”) if:
  - a. you are a New OCBC Principal Cardmember (as defined below) who has applied for the FRANK Credit Card (the “Card”) during the Promotion Period, and whose Card application is approved during the Promotion Period;
  - b. your application for the Card was made via any of the following application channels:
    - 1) FRANKbyocbc.com;
    - 2) OCBC.com;
    - 3) Mobile Banking Application; OR
    - 4) OCBC Internet Banking;
  - c. you have submitted the e-form (link: <https://internet.ocbc.com/internet-banking/PublicOnlineForm/Form?FormId=frankncc>) to register your participation in the Promotion; and
  - d. your Card account (“Account”) is active and in good standing at time of receiving the cashback.

**Definitions**

3. A “New OCBC Principal Cardmember” refers to any person who (i) currently does not hold an existing OCBC Credit Card as the principal cardholder, and (ii) has not held an OCBC Credit Card as the principal cardholder in the previous six (6) months. Applicants who had cancelled existing OCBC Credit 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.
4. For the avoidance of doubt, existing supplementary OCBC Credit Card cardholders who do not hold any OCBC Credit Cards as a principal cardholder are eligible to participate in the Promotion.
5. “Qualifying Spend”:
  - a. refers to any retail transaction (including face to face or online purchases);
  - 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. shall be determined by its posted date based on Singapore Timing (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 2(a) of the Terms and Conditions governing FRANK Credit Card, the latest version of which can be found [here](#).
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.

### Promotion Mechanics

7. The first 500 Eligible Cardmembers who have spent a minimum of S\$800 in Qualifying Spend by the end of Promotion Period and meet the conditions set out in these terms and conditions will receive a **cashback of S\$80**.
8. The first 400 Eligible Cardmembers who have spent a minimum of S\$1,200 in Qualifying Spend by the end of Promotion Period and meet the conditions set out in these terms and conditions will receive a **cashback of S\$120**.
9. Every S\$400 spent by an Eligible Cardmember during the period of 11 November to 31 December 2022 ("Draw Spend Period") earns the Eligible Cardmember a chance (capped at 5 chances) to participate in a lucky draw ("Draw") to receive a cashback that is double the amount of their total Qualifying Spend during the Draw Spend Period, subject to a cap of S\$2,000. There will be a total of 5 winners in the Draw.
10. For principal cardmembers with supplementary Cards, the cashback will be awarded for the aggregated spend on both the principal Card and supplementary Card.
11. Subject to the fulfilment of the requirements set out in these terms and conditions to the absolute satisfaction of OCBC Bank, the cashback will be credited into the Eligible Cardmember's Account.
12. Each Eligible Cardmember is only entitled to receive either the S\$80 cashback or the S\$120 cashback once under the Promotion.
13. Eligible Cardmembers who are eligible to participate in the Draw will have their names submitted to the Draw pool. The Draw will be conducted using a computerized system on 17 January 2023, 3pm at The Open Vault, 53 New Bridge Road Singapore 059402.
14. Winners of the Draw will be notified by SMS or Email by 28 February 2023.
15. 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 Reward to another Eligible Cardmember.
16. The cashback will be credited based on the following schedule:
  - a. Cards applied in November 2022 – by 31 January 2023
  - b. Cards applied in December 2022 – by 28 February 2023
  - c. Cashback for Draw – by 28 February 2023
17. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.

18. The cashback awarded under the Promotion is in addition to the maximum S\$100 monthly cashback you can enjoy under the Terms and Conditions governing FRANK Credit Card (with effect from 1 Nov 2022).
19. Refunded transactions amounts and counts will be deducted from the relevant monthly billed amount or transaction count for the computation of Qualifying Spend.
20. 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.
21. 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**

22. The eligibility of any Eligible Cardmember to participate in the Promotion or to receive the Reward shall be determined at the absolute discretion of OCBC Bank.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.



**Terms & Conditions Governing the FRANK Credit Card  
Existing-to-OCBC Up to \$120 Cashback Promotion (the “Promotion”)**

**Promotion Period**

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**Eligibility**

2. You will qualify for the Promotion (“Eligible Cardmember”) if:
  - a. You are a new FRANK Principal Credit Cardmember (as defined below) who has applied for the FRANK Credit Card (the “Card”) during the Promotion Period, and whose Principal Card application is approved during the Promotion Period;
  - b. your application for the FRANK Credit Card was made via any of the following application channels:
    - 1) FRANKbyocbc.com;
    - 2) OCBC.com;
    - 3) Mobile Banking Application; OR
    - 4) OCBC Internet Banking;
  - c. you have submitted the e-form (link: <https://internet.ocbc.com/internet-banking/PublicOnlineForm/Form?FormId=frankncc>) to register your participation in the Promotion;
  - d. your FRANK Credit Card account (“Account”) is active and in good standing at time of receiving the Reward (defined below).

**Definitions**

3. A “New FRANK Principal Cardmember” refers to any person who (i) currently does not hold an existing FRANK Credit Card as the principal cardholder, and (ii) has not held a FRANK Credit Card as the principal cardholder in the previous six (6) months. Applicants who had cancelled existing FRANK Credit 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.
4. For the avoidance of doubt, existing supplementary OCBC Credit Card cardholders who do not hold any FRANK Credit Cards as a principal cardholder are eligible to participate in the Promotion.
5. “Qualifying Spend”:
  - a. refers to any retail transaction (including face to face or online purchases);
  - 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. shall be determined by its posted date based on Singapore Timing (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 2(a) of the Terms and Conditions governing FRANK Credit Card, the latest version of which can be found [here](#).
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.

### Promotion Mechanics

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9. Every S\$400 spent by an Eligible Cardmember during the period of 11 November to 31 December 2022 ("Draw Spend Period") earns the Eligible Cardmember a chance (capped at 5 chances) to participate in a lucky draw ("Draw") to receive a cashback that is double the amount of their total Qualifying Spend during the Draw Spend Period, subject to a cap of S\$2,000. There will be a total of 5 winners in the Draw.
10. For principal cardmembers with supplementary Cards, the cashback will be awarded for the aggregated spend on both the principal Card and supplementary Card.
11. Subject to the fulfilment of the requirements set out in these terms and conditions to the absolute satisfaction of OCBC Bank, the cashback will be credited into the Eligible Cardmember's Account.
12. Each Eligible Cardmember is only entitled to receive either the S\$80 cashback or the S\$120 cashback once under the Promotion.
13. Eligible Cardmembers who are eligible to participate in the Draw will have their names submitted to the Draw pool. The Draw will be conducted using a computerized system on 17 January 2023, 3pm at The Open Vault, 53 New Bridge Road Singapore 059402.
14. Winners of the Draw will be notified by SMS or Email by 28 February 2023.
15. In the event that any person entitled to the Reward is subsequently found to be ineligible for the Promotion, OCBC Bank shall not be obligated or liable to provide the Reward to another customer.
16. The Reward will be sent based on the following schedule:
  - a. Cards applied in November 2022 – by 31 January 2023
  - b. Cards applied in December 2022 – by 28 February 2023
  - c. Cashback for Draw – by 28 February 2023
17. Unless otherwise stated, the Promotion shall not apply in conjunction with any other privileges or promotions.

18. The cashback awarded under the Promotion is in addition to the maximum S\$100 monthly cashback you can enjoy under the Terms and Conditions governing FRANK Credit Card (with effect from 1 Nov 2022).
19. Refunded transactions amounts and counts will be deducted from the relevant monthly billed amount or transaction count for the computation of Qualifying Spend.
20. 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.
21. 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**

22. The eligibility of any Eligible Cardmember to participate in the Promotion or to receive the Reward shall be determined at the absolute discretion of OCBC Bank.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.