



## Terms & Conditions Governing the FRANK Debit Card Up to S\$15 Cashback Promotion (the “Promotion”)

### Promotion Period

1. The Promotion Period is per specified in the short message service or electronic direct mail that Oversea-Chinese Banking Corporation Limited (“OCBC Bank”) sends to you.

### Eligibility

2. You will be eligible for the Promotion (“Eligible Cardmember”) if:
  - a. you are an existing holder of an Eligible Card (as defined below) who have received an Invitation directly from OCBC Bank to participate in the Promotion. For avoidance of doubt the Invitation is not transferrable;
  - b. you have made a minimum of 1 Qualifying Transaction (defined below) of at least S\$10 during the Promotion Period on your Eligible Card in accordance with the terms and conditions of the Promotion; and
  - c. your Eligible Card account (the “**Account**”) is active and in good standing at the time of crediting the Cashback (defined below).

### Definitions

3. “Eligible Card” refers to the FRANK Debit Card with the last 6 digits that correspond with the last 6 digits listed in the Invitation that you have received for this Promotion.
4. “Qualifying Transaction”:
  - a. refers to any Visa transaction (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; and
  - 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 1(b) of the Terms and Conditions governing FRANK Debit Card, the latest version of which can be found [here](#).

### Promotion Mechanics

5. Subject to these terms and conditions, Eligible Cardmembers who meet the requirements in these terms and conditions will be entitled to receive **S\$1 cashback (“Cashback”)** for each Qualifying Transaction of at least S\$10 performed during the specified Promotion Period, up to a maximum of S\$15 Cashback.



6. For avoidance of doubt, Cardmembers shall not be entitled to any partial or pro-rated cashback for any amount charge that does not amount to S\$10 for each Qualifying Transaction. As an illustration, a customer who spend S\$9.90 in a single transaction, or who spends S\$5 in one transaction and S\$5 in another transaction, will not be awarded any Cashback.

For illustration:

Number of Qualifying Transaction(s) and spend amount	No of Qualified Transactions	Cashback
1 (minimum S\$10)	1	S\$1
3 (S\$5, S\$10 and S\$20)	2	S\$2
5 (minimum S\$10 each)	5	S\$5
20 (minimum S\$10 each)	20	S\$15 (maximum rebate)

7. OCBC Bank reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Transaction 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.
8. Subject to the fulfilment of these terms and conditions to the absolute satisfaction of OCBC Bank, the Cashback will be credited into the Eligible Cardmember's Account.
9. The Cashback will be credited by the end of the following month from the Promotion Period.

For illustration:

Promotion Period	Cashback credited by
1 to 31 January 2023	28 February 2023

10. For avoidance of doubt, each Eligible Cardmember is only entitled to receive the Cashback once regardless of the number of Invitations received.
11. The Promotion shall not apply in conjunction with any other privileges or promotions, unless otherwise stated.
12. Refunded transactions will be deducted from the computation of number of Qualifying Transactions and consequently, from the Cashback calculation.
13. 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.
14. 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.

15. OCBC Bank reserves the right to claw-back and deduct from any of the Eligible Customer's accounts with OCBC Bank the equivalent value of the Gift if the Eligible Customer closes his/her Card account during, or within six (6) months from the end of, the Promotion Period. If any Eligible Customer 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.

### **General**

16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.