

Terms and Conditions Governing the FRANK Debit Card Online Cashback Promotion (the "Promotion")

Promotion Period

1. The Promotion Period shall be from 1 November 2020 to 31 December 2020 (both dates inclusive), or such other period as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC") in its absolute discretion ("Promotion Period").

Eligibility

2. You will be eligible for the Promotion ("Eligible Cardmember") if:
 - a) You are an existing FRANK Debit Cardmember;
 - b) Your FRANK Debit Card account is active and in good standing with OCBC during the Promotion Period; and
 - c) You are among the first 3,000 customers to have successfully registered for the Promotion via SMS during the Promotion Period according to the format below, and received an SMS from OCBC confirming successful registration:

SMS FRANK <space> Last 6 digits of your FRANK Debit Card to 72377.

Example: FRANK 123456

Definitions

3. "Qualifying Spend":
 - a) refers to any Visa transaction (including face to face or online purchases);
 - b) does not include payments or transactions relating to annual card fees, insurance premiums, Cash-On-Instalment IPP, extended payment plan, income tax payment, bill payments made via Internet Banking, bill payments made via AXS, interest, late payment charges, goods and services taxes, cash advances, balance transfers, bus/MRT transactions, transactions made at TransitLink General Ticketing Machines, NETS payments including NETS FlashPay, Cash withdrawal, spend incurred on or in connection with any stored value and prepaid products, foreign currency transactions, any foreign currency transaction Fee that is imposed by OCBC and/or the Visa association, and other bank fees and charges;
 - c) does not include payments to or transactions which are performed at merchants that fall into the exclusion categories/excluded organisations as set out in the Terms and Conditions governing FRANK Debit Card – Clause 1b in <https://bit.ly/3hthjqk>;
 - d) will be determined by its transaction date based on Singapore Timing (UTC+08:00). 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 bears no liability for any late submission or transaction posting of any purchase by any merchant that might affect the Promotion.

Promotion Reward Details

4. Eligible Cardmembers (i.e. those that meet the requirements in Clause 2 above) who spend a minimum of S\$400 of Qualifying Spend (defined in Clause 3) based on posted transactions in a calendar month on the FRANK Debit Card ("the "Minimum Spend Requirement") will earn cashback (the "Cashback") for transactions with the following merchants at the following special rates:

Online Transactions	Promotion 1 November – 31 December 2020
Online Transactions at: I. Foodpanda II. Lazada III. McDonald's IV. Shopee V. Taobao	6% Cashback (Capped at S\$20)

5. The Promotion is limited to the first 3,000 Eligible Cardmembers who meet the conditions set out in these terms and conditions during the Promotion Period. 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 Cardmember.
6. Eligible Cardmembers will only need to register once for the Promotion during the Promotion Period to be eligible for the Promotion. Eligible Cardmembers will be automatically awarded the Cashback if the Minimum Spend Requirement is met in the Promotion Period. For avoidance of doubt, Cashback will only be earned for each relevant calendar month that the Minimum Spend Requirement was met. Eligible Cardmembers will not earn the Cashback in a given month if they do not meet the Minimum Spend Requirement in that month.
7. The total Cashback earned will be credited into the Eligible Cardmember's FRANK Debit Card Account within 2 months after the posted transaction for which the Cashback accrues.
8. Each Eligible Cardmember is only entitled to receive a maximum of S\$20 Cashback throughout the entire Promotion Period.
9. The Eligible Cardmember's FRANK Debit Card Account must be active and in good standing at the time of crediting, and the Eligible Cardmember must continue to maintain his/her FRANK Debit Card Account for a period of six (6) months commencing from the end of the Promotion Period.

General

10. OCBC 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 noticing including without limitation, the eligibility of any person and the dates of the Promotion.
11. The eligibility of each customer to participate in this Promotion and/or to receive the Cashback shall be determined at the absolute discretion of OCBC.
12. OCBC reserves the right in its sole and absolute discretion to determine whether a transaction qualifies as a Qualifying Spend under the Promotion. If OCBC in its sole and absolute discretion decides that any transaction is not to be considered a valid transaction, the Cashback will not be awarded.
13. Refunded transactions will be deducted from the relevant monthly billed amount for the computation and award of the Cashback.
14. OCBC 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. If any Eligible Cardholder is subsequently discovered to be ineligible to participate in the Promotion or to receive the Cashback (which eligibility shall be determined at the discretion of OCBC), OCBC reserves the right to (i) forfeit or withdraw the Cashback at any time; or (ii) (where the Cashback has been redeemed) claw-back the Cashback or request the relevant customer to repay to or compensate OCBC the value of the Cashback at any time, and OCBC shall have the right to debit the value of the Cashback 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 should any Cashback be forfeited or withdrawn, if any Cashback is reclaimed by OCBC, or if a customer is asked to repay to or compensate OCBC the value of the Cashback for whatsoever reasons.
16. The Cashback is not transferrable or exchangeable for other items. OCBC reserves the right to replace the Cashback with any item of similar value.
17. OCBC 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 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.
18. OCBC 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. The decision of OCBC on all matters relating to this Promotion shall be final and binding on all participants. No correspondence or appeal shall be entertained by OCBC. 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.
20. 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 (Cap 53B) to enforce any of these terms and conditions.