

# Terms & Conditions for the FRANK S\$50 Cash Rebate Promotion ("Promotion")

## Promotion Period

1. The promotion period is from 17 February 2017 to 30 April 2017 (both dates included) or such other period as may be determined by Oversea-Chinese Banking Corporation Limited ("OCBC") in its absolute discretion (the "Promotion Period").

## **Eligibility**

- 2. The Promotion is open to all individuals who meet all of the following conditions (collectively "Eligible Cardmembers" and each an "Eligible Cardmember"):
  - a. the relevant individual must have successfully submitted an application for a FRANK Credit Card ("Eligible Card") within the Promotion Period;
  - b. the Eligible Card application submitted under 2(a) above must have been approved by OCBC within the Promotion Period;
  - c. the relevant individual must be below 30 years of age in the year 2017 at the point of FRANK Credit Card approval;
  - d. the relevant individual must not have cancelled any FRANK Credit Card within the last 6 months prior to the commencement of the Promotion Period;
  - e. the Eligible Card must be applied at Branches / FRANK Stores or through the form linked through the website or promotional communications during the Promotion Period; and
  - f. the relevant individual must have spent at least S\$400 (the "Minimum Spend") in retail transactions by the end of the next calendar month from the date of card approval (the "Relevant Spend Period").
- 3. Retail Spend excludes all IPP (original & instalment), Paylite IPP (original & instalment), Cash Advance, Balance Transfers, Annual Card fees, Cash-On-Instalment (original & instalment), fees and bank charges.
- 4. Where there is a supplementary card, retail spends incurred by a supplementary cardholder during the Relevant Spend Period will be aggregated to those retail spends incurred by the principal cardholder during the Relevant Spend Period to determine whether the Minimum Spend has been met.

# The Gift

5. If all the criteria stated in Clause 2 have been satisfied to the absolute satisfaction of OCBC, the relevant Eligible Cardmember will be entitled to receive a S\$50 cash rebate (the "Gift"), credited to the approved FRANK Credit Card account within the next three months of card approval. Limited to the first 400 Eligible Cardmembers.



- 6. Out of the first 400 Eligible Cardmembers, 3 individuals who have the highest spend in their Relevant Spend Period (the "High Spenders") will be entitled to receive S\$600 ZUJI Voucher (the "Voucher") each.
- 7. Each High Spender will be contacted via email or Direct Mailer or such means as it deems appropriate in its sole discretion via the contact details that are registered with the Bank.

## General

- 8. OCBC Bank reserves the right to suspend, withdraw or terminate the Promotion at any time without notice. OCBC Bank shall not be liable to any person for any loss or damage arising in connection with the Promotion, including without limitation, any error in computing and chances, any breakdown or malfunctions in any computer systems or equipment. Without prejudice to the generality of the foregoing, OCBC Bank assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage-due mail.
- 9. The decision of OCBC Bank on all matters relating to the Promotion and these terms and conditions shall be final, binding and conclusive on all participants, including without limitation, any decision on the eligibility of any person or cancellation or suspension of the Promotion. Subject to and without prejudice to the generality of the foregoing, OCBC Bank's record of the entries, allocated chances and/or any decision made in connection with the Promotion shall be final, binding and conclusive for all purposes. No correspondence or appeal will be entertained.
- In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional materials relating to the Promotion, these terms and conditions shall prevail.
- 11. OCBC Bank may at any time at its sole and absolute discretion, without notice or assigning any reasons therefore, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OCBC Bank shall think fit, including without limitation, the eligibility of any customer, the bases and methods of identification of Eligible Customers and any dates in connection with the Promotion.
- 12. OCBC Bank shall not be liable for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters or arising from these terms and conditions, the Promotion or the reward. Further, OCBC Bank reserves the right and at any time at its absolute discretion and without giving any reason or notice to withdraw, cancel and/or invalidate any prize and/or voucher awarded to any customer without liability. A customer will not be entitled to any payment or compensation whatsoever in respect of such withdrawal, cancellation or invalidation.
- 13. All customer contact details provided pursuant to the Promotion may be used by OCBC Bank in its sole discretion for future marketing related programs.
- 14. These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 15. ZUJI Voucher may be redeemed at www.zuji.com.sg. They are valid from June 2017 to December 2017. Other ZUJI Voucher Terms and Conditions apply at www.zuji.com.sg.



- 16. The FRANK Credit Card annual fee is \$\$80.00 (including 7% GST). The effective interest rate is 25.92% per annum and is subject to compounding if the monthly charges are not repaid in full. Minimum charge is \$\$2.50 per month and is calculated on a daily basis on the outstanding balance and all new purchases charged to your card account from the date of purchase(s).
- 17. Please visit <u>frankbyocbc.com/cc</u> for the full terms and conditions.
- 18. OCBC shall not be responsible for the quality, merchantability or fitness for any aspect of the goods and/or services. Notwithstanding anything herein, OCBC shall not at any time be responsible or held liable for any defect or malfunction in any goods and/or services, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of any goods and/or services by any person. The Gift and the Voucher are not exchangeable for cash, kind or other goods and services. Merchant's terms and conditions apply.
- 19. All participants: (a) expressly and irrevocably permit OCBC Bank to contact them regarding the Promotion and (b) irrevocably permit and authorise OCBC Bank to disclose, reveal and divulge their information and particulars (including without limitation personal data) to any person including but not limited to the parties involved in organising, promoting and conducting the Promotion as OCBC Bank deems fit.
- 20. Customers who are eligible for this Promotion will not be eligible for other FRANK credit card sign-up promotions.
- 21. OCBC Bank's decisions on all matter relating to this Promotion shall be final, conclusive and binding on all participants. No correspondence or appeal shall be entertained by OCBC Bank.
- 22. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotion material relating to this Promotion, these terms and conditions shall prevail.
- 23. 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 party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.