

**Terms and Conditions governing OCBC Securities Promotion at OCBC Cycle Singapore 2012 Roadshows**

- 1) Employees, Remisiers, and Account Executives of OCBC Securities Private Limited (“OSPL”) and their immediate family members are not eligible to participate in this OSPL Promotion at OCBC Cycle Singapore 2012 Roadshows (the “Promotion”).
- 2) Subject to these terms and conditions, the Promotion only applies to account opening submitted at OSPL booth at roadshows held in conjunction with OCBC Cycle Singapore 2012, on the following dates, or such other dates as may be determined by OSPL at its absolute discretion (the “Roadshow Dates”):
  - (i) 23 November 2011
  - (ii) 5 February 2012
  - (ii) 2 – 4 March 2012
- 3) To participate in this Promotion, the following conditions must be fulfilled:
  - (a) The new trading account applicant must not be an existing customer of OSPL prior to the Roadshow Dates and must submit a completed application form to open a new trading account with OSPL on any Roadshow Date at OSPL booth at roadshows held in conjunction with OCBC Cycle Singapore 2012 (“New Customer”).
  - (b) All new applications (which must be correctly completed and submitted together with all required supporting documents) must be received by OSPL on the Roadshow Dates with special tagging ‘CYCLE2012’ indicated on the Account Opening form.
  - (c) Corporate accounts are not eligible for this Promotion. Only individual and joint accounts opened by retail customers are eligible for this Promotion.
- 4) A New Customer who (a) submits a duly completed account opening application form at the roadshow held on 23 November 2011 or 5 February 2012, (b) successfully opens the new trading account with OSPL within 3 weeks of the roadshow dates on 23 November 2011 or 5 February 2012, and (c) satisfies all other terms and conditions in order to participate in the Promotion, shall be entitled to receive one (1) free gift at his/her selection on a first-come-first-served basis, as set out in this Clause. Each such New Customer shall not be entitled to receive more than one (1) free gift regardless of the number of new trading accounts opened pursuant to either or both the roadshows held on 23 November 2011 and 5 February 2012.
  - (i) Each such New Customer may choose from the following gifts, while stocks last:
    - (a) one (1) complimentary registration entry to the 39KM race category (“Free Entry”) worth up to \$125 each, limited to 70 Free Entries ;
    - (b) one (1) complimentary CYCLE Singapore 2012 Merchandise Men Jersey (“Free Jersey”) worth up to \$85 each, limited to 40 Free Jerseys.
  - (ii) Subject to Clause 4,:
    - (a) A voucher stating the details of redeeming the Free Entry through OCBC Cycle Singapore website (“voucher”), OR

- (b) A redemption letter stating details of collecting the Free Jersey (“redemption letter”), would be mailed to the relevant New Customer at his/her mailing address as shown in OSPL’s records at such time as OSPL deems appropriate, after the relevant New Customer’s trading account has been successfully opened.
- (iii) The Free Entry must be redeemed through OCBC Cycle Singapore website by 19 February 2012.
- (iv) The availability of sizes for the Free Jersey is limited, and is on first-come-first-served basis.
- 5) A New Customer who (a) submits a duly completed account opening application form at the roadshows held from 2-4 March 2012, and (b) satisfies all other terms and conditions in order to participate in the Promotion, shall be entitled to receive one (1) free umbrella gift on a first-come-first-served and while stocks last basis. Each such New Customer shall not be entitled to receive more than one (1) free umbrella regardless of the number of new trading accounts to be opened or number of account opening application forms submitted.
- 6) OSPL shall not be responsible for any undelivered, lost or misplaced voucher/redemption letter. Notwithstanding anything to the contrary, OSPL shall have the absolute discretion to send the voucher/redemption letter to a New Customer by any mode of communication it deems appropriate and such New Customer shall not have any claim against OSPL for whatever mode of communication chosen by OSPL. For the avoidance of doubt, a New Customer shall have no claim whatsoever against OSPL if such New Customer fails to receive any voucher/redemption letter sent by OSPL.
- 7) OSPL is entitled to reject any trading account application without any obligation to furnish any reasons for such rejection. Submission of new trading account applications (electronically or otherwise) does not imply approval for the opening of a trading account with OSPL.
- 8) The free gift(s) is not exchangeable for cash or other items. OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefor, replace or substitute the free gift(s) with any other item(s). OSPL may also at any time at its sole and absolute discretion, without notice or assigning any reason therefor, suspend or terminate the Promotion or vary, supplement, amend, delete or modify any one or more of these terms and conditions in any manner as it shall deem fit. OSPL shall not be liable to any person for any claims, costs, expenses, loss or damage suffered by any person as a result of or in connection with the aforementioned matters and the Promotion.
- 9) Participants in this Promotion will not be eligible to participate in other promotions conducted by OSPL unless otherwise approved by OSPL.
- 10) If OSPL subsequently discovers that a participant is in fact not eligible to participate in the Promotion or any of the applicable conditions are not fulfilled, OSPL may at its discretion retract the free gift(s) or any gift given out under the Promotion (or reclaim it, if already given out, by debiting any account of the participant). No person shall be entitled to any payment or compensation from OSPL should any gift be retracted or reclaimed.
- 11) OSPL shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of any gift (including the free gift(s)).

- 12) Without prejudice to the generality of the foregoing, OSPL shall not at any time be responsible or held liable for any damage or defect in any gift (including the free gift(s)), and/or for any loss, injury, damage or harm suffered or incurred by or in connection with any gift or the use of any gift by any person.
- 13) The decision of OSPL on all matters relating to the Promotion shall be final and no correspondence or queries will be entertained.
- 14) 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.
- 15) 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.
- 16) 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 (Cap 53B) to enforce any of these terms and conditions. Without prejudice to the generality of the above, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these terms and conditions, notwithstanding any term herein to the contrary.
- 17) Without prejudice to these terms and conditions, each participant in the Promotion expressly and irrevocably permits and authorises OSPL to disclose, reveal and divulge information regarding his/her particulars to the parties involved in organising, promoting and conducting the Promotion.
- 18) Each participant agrees to co-operate with and participate in any advertising or publicity activities of OSPL relating to the Promotion and agrees that OSPL may publicise his/her name and/or photograph in such mode and manner as OSPL considers fit.
- 19) In the event of any discrepancy between the English version of these terms and conditions and the translation of these terms and conditions in any other languages, the English version shall prevail.

### **Important Notes**

Trading in securities can be very risky, and the customer may lose **all or more than the amount invested or deposited**. This is particularly so when the customer needs to i) make his or her own trading decisions and ii) ensure each trade is specifically suitable for him or her – the only basis for any trading through or with OCBC Securities Private Limited (“OSPL”)