
Terms and Conditions governing the 38% Trade Commission Rebate Promotion at CNY FAIR 2012

- 1) Employees , Remisiers, and Account Executives of OCBC Securities Private Limited (“OSPL”) and their immediate family members are not eligible to participate in this 38% Trade Commission Rebate Promotion (the “Promotion”).
- 2) The Promotion is valid between 6 January 2012 and 31 March 2012 (both dates inclusive) or such other period as may be determined by OSPL at its absolute discretion (the “Promotion Period”).
- 3) To participate in this Promotion, the followings conditions must be fulfilled:
 - (a) the new trading account applicants must not be existing customers of OSPL prior to the commencement of the Promotion Period and the said new applicants must open a new trading account with OSPL during the Promotion Period (“New Customers”, and each a “New Customer”).
 - (b) all new applications (which must be correctly completed and submitted together with the required supporting documents) must be received by OSPL at the CNY FAIR Roadshow 2012 held between 6 – 8 & 13 – 15 January 2012 at the Suntec Singapore International Convention & Exhibition Centre, Level 4, Exhibition Halls 402-404. The special tagging ‘CNYFAIR12’ must also be indicated on the Account Opening form.
 - (c) the new trading account is successfully opened with OSPL during the Promotion Period. In this regard, all applications (which must be correctly completed and submitted together with all correct required supporting documents) must be approved by OSPL and the new trading account must be opened and linked with the relevant New Customer’s CDP accounts successfully within the Promotion Period.
 - (d) Corporate accounts are not eligible for this Promotion. Only individual and joint accounts opened by retail customers are eligible for this Promotion.
- 4) Subject to these terms and conditions and provided that the conditions set out in Clause 3 are fulfilled, each New Customer is entitled to receive a 38% trade commission rebate for each contract done (excluding goods & services tax, buy-ins, CPF and SRS trades) with OSPL under the New Customer’s relevant new trading account within the Promotion Period subject to the condition that each New Customer is only entitled to receive a maximum aggregate of not more than SGD100 of trade commission rebates (“Rebate”).

If trades are amalgamated, it will be calculated as one contract. “Amalgamation” means a consolidation or amalgamation of trades that meet the following conditions:

- (i) customers must have indicated “YES” for amalgamation on ALL contracts;
 - (ii) the amalgamated trades must be of the same trading day;
 - (iii) the amalgamated trades must be of the same stock;
 - (iv) the amalgamated trades must be of the same settlement currency;
 - (v) the amalgamated trades must be of the same action (e.g. buy action amalgamates with another buy action);
 - (vi) the amalgamated trades must be of the same payment mode; and the amalgamated trades must be done under the same trading account
- 5) The Rebate entitled by each customer will be credited into any of the customer’s trading accounts or (if a customer has more than 1 trading account) any of such customer’s trading

accounts as may be selected by OSPL at any time in the following calendar month after the Promotion Period.

- 6) New Customers will be disqualified for this Promotion if:
 - a) his/her own account opened with OSPL is/are closed before the Rebate(s) are given;
 - b) any of his/her accounts with OSPL is reported for delinquency; or
 - c) he/she has outstanding contra losses which are overdue for more than 21 calendar days.
 - 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) If any customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion or to receive the Rebate, OSPL reserves the right to (i) forfeit, withdraw or withhold the Rebate at any time or (ii) (where the Rebate has been awarded and/or utilised) reclaim the Rebate or request the relevant customer to repay to OSPL the Rebate at any time. No person shall be entitled to any payment or compensation from OSPL should any Rebate be forfeited, withdrawn, withheld or if any Rebate is reclaimed by OSPL or a customer is asked to repay to OSPL the relevant Rebate for whatsoever reasons.
 - 9) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the amount of the Rebate or (b) replace or substitute the Rebate with any other prize/gift. OSPL may also at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate the Promotion or vary, supplement, amend 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 the aforementioned matters.
 - 10) The Rebate is strictly not transferable to any party whatsoever. Further, the Rebate is also not exchangeable for cash, other form of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion.
 - 11) Participants in this Promotion will not be eligible to participate in other promotions conducted by OSPL unless otherwise approved by OSPL.
 - 12) OSPL shall not be responsible for any loss to or damage incurred or suffered by any customer or any other person in connection with this Promotion, howsoever arising, including, without limitation, any error in computing trade commissions and trades, any breakdown or malfunction in any computer system or equipment or any notice which is misdirected or lost in the post.
 - 13) The eligibility of each customer to participate in the Promotion and/or to receive the Rebates shall be determined at the absolute discretion of OSPL. 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.
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- 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, all participants in the Promotion expressly and irrevocably permit and authorise OSPL to disclose, reveal and divulge information regarding their particulars to the parties involved in organising, promoting and conducting the Promotion.
- 18) 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.