

Terms and Conditions governing the “Account Opening Promotion for Accounts GIRO Linked with OCBC FRANK Accounts”

- 1) Employees, Remisiers, and Account Executives of OCBC Bank (“OCBC”) & OCBC Securities Private Limited (“OSPL”) and their immediate family members are not eligible to participate in this **“Account Opening Promotion for Accounts GIRO Linked with OCBC FRANK Accounts”** (the **“Promotion”**).
- 2) The Promotion is valid only for accounts successfully linked between 1 January and 31 December 2014 only, both dates inclusive (the **“Promotion Period”**) based on these terms and conditions.
- 3) To participate in this Promotion, the following conditions must be fulfilled:
 - (a) FRANK Account and Debit Card as well as the individual trading accounts under the Young Investor Pack (“YIP”) program (the **“YIP Trading Account”**) must be successfully opened and issued to retail customers. Joint accounts and Corporate accounts are not eligible for this Promotion.
 - (b) The YIP Trading Account must be linked to a FRANK Account via GIRO to be included in the Promotion and must be opened at OCBC FRANK Stores via AUTOROAM application or YIP Workshops.
- 4) Customers who satisfy the criteria to participate in the Promotion are entitled to the following rewards (**“Rewards”**):
 - (a) Minimum online brokerage at S\$15 per trade instead of S\$25. Minimum brokerage charges for broker-assisted trades remains the same at S\$40 per trade. The existing brokerage tier charges still apply for all trades. This minimum online brokerage at S\$15 per trade is only applicable to YIP Accounts opened and shall last as long as the customer maintains the same YIP Trading Account. Online trades must be executed via the website of Oversea-Chinese Banking Corporation Limited (“www.ocbc.com”), OSPL website (“www.iocbc.com”), and the iOCBC TradeMobile application. Any other trading accounts opened after the event will not be entitled to the same minimum online brokerage unless otherwise stated.

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 trades;
 - (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
 - (vii) the amalgamated trades must be done under the same trading account.
- 5) Customers will be disqualified for this Promotion if:
 - a) his/her FRANK/YIP Account is suspended
 - b) any of his/her accounts with OSPL is reported for delinquency; or
 - c) he/she has outstanding contra losses with OSPL which are overdue for more than 21 calendar days.

- 6) OSPL is entitled to reject any trading account application without any obligation to furnish any reasons for such rejection. Submission of new banking and trading account applications (electronically or otherwise) does not imply approval for the opening of a trading account with OSPL nor a banking account with OCBC.
- 7) If any customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion, OCBC and OSPL reserve the right to (i) forfeit, withdraw or withhold the Rewards(s) at any time or (ii) (where the Reward(s) has been awarded) reclaim the relevant Rewards or request the relevant customer to repay to or compensate OCBC Bank and OSPL for the relevant Rewards at any time. No person shall be entitled to any payment or compensation from OCBC and OSPL should any Rewards be forfeited, withdrawn, withheld or if any Rewards is reclaimed by OCBC and OSPL or a customer is asked to repay to or compensate OCBC and OSPL the relevant Rewards for whatsoever reasons.
- 8) OCBC and OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, change or replace or substitute the Rewards with any other gifts. OCBC and 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. OCBC and 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.
- 9) The Reward(s) are strictly not transferable to any party whatsoever. Further, the Reward(s) are also not exchangeable for cash, other form of credit, or otherwise unless otherwise permitted by OCBC and OSPL in its sole and absolute discretion.
- 10) Participants in this Promotion will not be eligible to participate in other promotions conducted by OCBC and OSPL unless otherwise approved by OCBC and OSPL.
- 11) OCBC and 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 commissions and trades, any breakdown or malfunction in any computer system or equipment or any notice which is misdirected or lost in the post.
- 12) The eligibility of each customer to participate in the Promotion and/or to receive the Rewards shall be determined at the absolute discretion of OCBC and OSPL. The decision of OCBC and OSPL on all matters relating to the Promotion shall be final and no correspondence or queries will be entertained.
- 13) 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.
- 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) 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.

- 16) Without prejudice to these terms and conditions, all participants in the Promotion expressly and irrevocably permit and authorise OCBC and OSPL to disclose, reveal and divulge information regarding their particulars to the parties involved in organising, promoting and conducting the Promotion.
- 17) 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 you may lose all or more than the amount invested or deposited. Where necessary, please seek advice from an independent financial adviser regarding the suitability of any trade or investment product taking into account your investment objectives, financial situation or particular needs before making a commitment to trade or purchase the investment product. You should consider carefully and exercise caution in making any trading decision whether or not you have received advice from any financial adviser.