

Terms and Conditions governing the Lion-OCBC Securities Hang Seng TECH ETF Listing Promotion 2020 (the “T&Cs”)

- 1) This Lion-OCBC Securities Hang Seng TECH ETF Listing Promotion 2020 (the “Promotion”) is valid between 10 December 2020 and 31 December 2020 (both dates inclusive) or such other period (the “Promotion Period”) as may be determined by OCBC Securities Private Limited (“OSPL”) at its absolute discretion.
- 2) Employees, Remisiers, and Trading Representatives of OSPL and their immediate family members are eligible to participate in this Promotion.
- 3) All accounts, including individual and joint by retail customers, and corporate accounts (the “Customers”, and each a “Customer”), opened and maintained with OSPL is/are eligible to participate in this Promotion.
- 4) Customers must have successfully placed a single buy order of minimum 10,000 units of Lion-OCBC Securities Hang Seng TECH ETF during the Promotion Period.
- 5) Subject to clause 8 and excluding buy-ins, CPF and SRS trades and provided that the conditions set out in Clauses 3 and 4 are fulfilled, each Customer is entitled to receive:

Trade commission rebates (excluding goods & services tax) on the contracts executed during the Promotion Period (“Rebate”).
- 6) During the Promotion Period, each Customer is entitled to enjoy the Promotion (as mentioned in Clause 5 above) multiple times as long as OSPL is satisfied that the Customer has fulfilled the conditions under Clauses 3 and 4, notwithstanding that the Customer may have more than one account and that the criteria in Clause 4 are fulfilled for more than one such account.
- 7) Customers will be required to pay the full standard commission rate for relevant trades performed upfront, and the Rebate will be subsequently credited into the eligible Customers’ trading account. (For standard rates, please visit <https://portal.iocbc.com/assets/pdf/ospl/ConsolidatedCommissionCharges.pdf>).
- 8) The Rebate that each eligible Customer receives will be credited into the Customer’s trading account or (if a Customer has more than one (1) trading account) any one of such Customer’s trading accounts as may be selected by OSPL, at its sole and absolute discretion, no later than 1 April 2021.
- 9) If trades are amalgamated, they will be calculated as one single contract. “Amalgamation” means a consolidation or amalgamation of trades that meet the following conditions:
 - (a) Customers must have indicated “YES” for amalgamation on ALL trades;
 - (b) the amalgamated trades must be of the same trading day;
 - (c) the amalgamated trades must be of the same stock;
 - (d) the amalgamated trades must be of the same settlement currency;
 - (e) the amalgamated trades must be of the same action (e.g. buy action amalgamates with another buy action or sell action amalgamates with another sell action);
 - (f) the amalgamated trades must be of the same payment mode; and
 - (g) the amalgamated trades must be performed under the same trading account.
- 10) Notwithstanding clause 3 above, a Customer will be disqualified from this Promotion if:
 - (a) the Customer’s own account(s) with OSPL is/are closed before the Rebate is credited into the Customer’s trading account;
 - (b) any of the Customer’s accounts with OSPL is reported for delinquency; or

- (c) the Customer has outstanding contra losses with OSPL which are overdue for more than 21 calendar days.
- 11) If any Customer is subsequently disqualified or found to be ineligible to participate in this Promotion, OSPL reserves the right (i) to forfeit, withdraw, cancel, terminate, suspend or withhold the Promotion in relation to such Customer at any time, with or without notice or reason to such Customer, and/or (ii) where any amount in relation to the Promotion has been awarded to, credited to and/or utilised by such Customer, to reclaim and demand for repayment of any and all of the amount so awarded, credited or utilised, and the Customer shall immediately, upon such demand from OSPL repay any and all portion and amount as demanded by OSPL.
- 12) OSPL may, at any time at its absolute discretion, without notice or assigning any reason, (a) change any amount or value of the Rebate under the Promotion, or (b) replace or substitute the Promotion with any other form including but not limited to prizes and/or gifts in the value as may be determined by OSPL in its sole discretion. Further, OSPL shall be entitled, at any time at its sole and absolute discretion, without notice or assigning any reason therefore, to terminate this Promotion or vary, supplement, amend or modify any one or more of these terms and conditions in any manner as it shall deem fit.
- 13) The Promotion is strictly not transferable to any party whatsoever. Further, the Promotion is also not exchangeable for cash, other forms of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion.
- 14) For avoidance of doubt and notwithstanding anything to the contrary, in no event shall OSPL be liable for any claims, losses, liabilities and costs and expenses sustained or incurred or suffered by any customer or any other person in connection with (i) the offering of this Promotion, or (ii) the forfeiture, withdrawal, cancellation, termination, suspension, withholding of, or any changes made to, the Promotion or the terms and conditions hereunder by OSPL at any time and in its sole discretion, with or without notice or reason, or (iii) any special, indirect, consequential or punitive damages, howsoever arising, and the Customer hereby waive, release and agree not to sue upon any such claim for any such damages, whether or not accrued and whether or not know or suspected to exist in his/her/its favour.
- 15) The eligibility of each Customer to participate in this Promotion shall be determined at the absolute discretion of OSPL. The decision of OSPL on all matters relating to this Promotion shall be final and conclusive, and no correspondence or queries in relation thereto will be entertained.
- 16) In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material in relation to this Promotion, these terms and conditions shall prevail.
- 17) These terms and conditions shall be governed by the laws of Singapore and the Customer and/or any participants in this Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 18) 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 or amendments (including any release or compromise of any liability) or termination of these terms and conditions, notwithstanding any term herein to the contrary.

- 19) Without prejudice to these terms and conditions, all Customers and participants in this Promotion expressly and irrevocably permits and authorises OSPL to disclose any and all information regarding their participation in this Promotion, their particulars (including bank account numbers and personal information) to the parties involved in organising, promoting and conducting this Promotion, and where required to be disclosed pursuant to the applicable law, rules and regulation, or where requested by any governmental, supervisory, regulatory body (including but not limited to MAS, FIDReC and SGX).

General Disclaimer for OCBC Securities

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. No representation or warranty whatsoever (including without limitation any representation or warranty as to accuracy, usefulness, adequacy, timeliness or completeness) in respect of any information (including without limitation any statement, figures, opinion, view or estimate) provided herein is given by OSPL and it should not be relied upon as such. OSPL does not undertake an obligation to update the information or to correct any inaccuracy that may become apparent at a later time. OSPL shall not be responsible for any loss or damage howsoever arising, directly or indirectly, as a result of any person acting on any information provided herein. The information provided herein is intended for general circulation/discussion purposes only and may not be published or circulated in whole or in part without our written consent. All trademarks, registered trademarks, product names and company names or logos mentioned herein are the property of their respective owners, and you agree that you will not do anything to infringe or prejudice those rights. Reference to any products, services, processes or other information, does not constitute or imply endorsement, sponsorship or recommendation thereof by OSPL.