

## Terms and Conditions governing the Guess the Index Contest for existing OCBC Securities Customers

- Employees, Remisiers, and Account Executives of OCBC Securities Private Limited ("<u>OSPL</u>") and their immediate family members are not eligible to participate in this Guess the Index Contest (the "<u>Contest</u>").
- The Contest is valid between 22 October 2012 and 16 November 2012 (both dates inclusive) or such other period as may be determined by OSPL at its absolute discretion (the "Contest Period").
- 3) Subject to these terms and conditions, only existing OCBC Securities trading account holders as at 22 October 2012 (the "Customers") are eligible to participate in the Contest.
- 4) To participate in this Contest, the following conditions must be fulfilled:
  - (a) Corporate accounts are not eligible for this Contest. Only individual and joint accounts opened by retail customers are eligible for this Contest.
  - (b) Customers are required to guess the weekly close of the index stipulated in the table below.
  - (c) Customers can take part in guessing the weekly close of the index in any one or all of the 4 weeks. To be eligible for the grand prize of an Apple iPad 2 tablet (the "iPad2"), Customers are required to have taken part in all 4 weeks of the Contest.
  - (d) Customers who want to participate must SMS-in their guesses in the following format

GUESS\*<NAME AS IN NRIC>\*<NRIC>\*<ANSWER>

Example : GUESS\*John Tan\* S833895A\*3117.13

to 76999 within the valid SMS-in period shown in the table below. SMSes in the wrong format or received before or after the valid SMS-in period or not received by OSPL will not be considered for participation for the Contest.

Week	Index	Valid SMS-in Period	Winner will be that with the closest guess to the weekly close of stated Index (on date indicated below)
Week 1	Hang Seng Index	22-24 October 2012	26 October 2012
Week 2	NASDAQ Composite	29 -31 October 2012	2 November 2012
Week 3	Dow Jones	5-7 November 2012	9 November 2012
Week 4	STI Index	12-14 November 2012	16 November 2012

e) If Customers are to send in multiple SMS-es during the stipulated SMS-in period, only the 1<sup>st</sup> SMS in the correct format will be considered for the Contest

f) Every week, a prize of a S\$50 Takashimaya Shopping Centre voucher will be awarded to the winner who has made the closest guess of the weekly close of the stated index for that week as set out in the table above...To be the winner of the iPad2, the customer with the closest overall guess for the sum of the weekly close of the indices over 4 weeks will be

declared the winner. In the event that 2 or more Customers have the same answer, we will determine the eventual winner based on the earlier date and time of SMS-in submission as recorded in our system

- 5) The last four digits of the NRIC Number of the winner for each week and the overall winner will be announced on www.iocbc.com, anytime the following week. Winners will be contacted by OSPL directly for their collection of the Voucher or iPad2.
- 6) Customers will be disqualified for this Contest if:
  a) his/her own account opened with OSPL is/are closed before the Voucher (s) and/or the iPad2 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) If any customer is subsequently discovered to be not entitled or ineligible to participate in the Contest or to receive the Voucher and/or the iPad2, OSPL reserves the right to (i) forfeit, withdraw or withhold the Voucher and/or the iPad2 at any time or (where the Voucher and/or the iPad2 has been awarded and/or utilised) (ii) reclaim the Voucher/ and/or the iPad2 or request the relevant customer to repay to OSPL the value of the Voucher and/or the iPad2 at any time. No person shall be entitled to any payment or compensation from OSPL should any Voucher and/or the iPad2 be forfeited, withdrawn, withheld or if any Voucher and/or the iPad2 is reclaimed by OSPL or a customer is asked to repay to OSPL the relevant value of the Voucher and/or the iPad2 for whatsoever reasons.
- 8) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the amount of the Voucher and/or the iPad2 or (b) replace or substitute the Voucher and/or the iPad2 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 Contest 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.
- 9) The Voucher and/or the iPad2 is strictly not transferable to any party whatsoever. Further, the Voucher and/or the iPad2 is also not exchangeable for cash, other form of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion.
- 10) Participants in this Contest will not be eligible to participate in other promotions conducted by OSPL unless otherwise approved by OSPL.
- 11) 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 Contest, 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.
- 12) The decision of OSPL on all matters relating to the Contest 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 Contest, these terms and conditions shall prevail.
- 14) These terms and conditions shall be governed by the laws of Singapore and the participants in the Contest 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 Contest 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 Contest.
- 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.