

Terms and Conditions governing the FREE ChartSense Activation Promotion 2013

1. Employees, Remisiers, and Account Executives of OCBC Securities Private Limited (“OSPL”) and their immediate family members are not eligible to participate in this FREE ChartSense Activation Promotion 2013 (the “Promotion”).
2. Subject to these terms and conditions, the first 500 existing OSPL equities trading customers (the “Eligible Customer”) who [send a short message service \(SMS\)](#) stating their Name, Trading Account Number, and NRIC in the correct format to OSPL at 76999, will receive a complimentary 3 Months iOCBC ChartSense service for (ONE) 1 iOCBC login access (the “Reward”) for a period between 1 March 2012 and 31 May 2013 (both dates inclusive) or such other period as may be determined by OSPL at its absolute discretion (the “Promotion Period”). Corporate accounts are not eligible for this Promotion. Only individual and joint accounts opened by retail customers are eligible for this Promotion.
3. The correct format for the SMS is ‘**CHART<SPACE> NAME <SPACE> TRADING ACCOUNT NUMBER <SPACE> NRIC no./Passport no.’ to 76999**
(e.g. **CHART BRIAN WONG 0123456 S1234567A**)
4. Once the complimentary service window ends, such Eligible Customers will only be able to access iOCBC ChartSense on a paid subscription basis at S\$48.15 for 3 months, or at such other rate as may be determined by OSPL.
5. Each Eligible Customer is only entitled to one-time activation of the Reward.
6. Eligible Customers will be disqualified for this Promotion if:
 - a) his/her own account opened with OSPL is/are closed before the Reward is 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 Eligible Customer is subsequently discovered to be not entitled or is ineligible to receive the Reward, OSPL reserves the right to (i) forfeit, withdraw or withhold the Reward at any time or (ii) (where the relevant Reward has been awarded) reclaim the Reward at its sole discretion or (iii) (where the Reward has been utilised) request the relevant Eligible Customer to repay to OSPL any amount as OSPL may request or determine to be payable by such Eligible Customer in connection with the Reward at any time and confer the same on such other person as may be selected in such manner as OSPL deems fit. No person shall be entitled to any payment or compensation from OSPL should any Reward be forfeited, withdrawn, withheld or if the Reward is reclaimed by OSPL or an Eligible Customer is asked to repay to OSPL any amount as OSPL may request or determine to be payable by such Eligible Customer in connection with the Reward 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 Reward or (b) replace or substitute the Reward with any other [reward](#). OSPL may also at any time at its sole and absolute discretion, without notice or assigning any reason therefore, terminate this Reward give-away 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.

9. The Reward is strictly not transferable to any party whatsoever. Further, the Reward is also not exchangeable for cash, other form of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion. OSPL shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the Reward.
10. OSPL shall not be responsible for any loss to or damage incurred or suffered by any Eligible Customer or any other person in connection with the Reward, howsoever arising, including, without limitation, (i) any act or omission relating to any participation by any Eligible Customer howsoever caused, and (ii) any error in computing eligibility, any breakdown or malfunction in any computer system or equipment or any notice which is misdirected or lost in the post.
11. Notwithstanding anything herein, OSPL shall not at any time be responsible or held liable for any defect or representations in the Reward, and/or for any injury, death, loss, damage, harm or expenses suffered or incurred by or in connection with the use of the Reward by any person.
12. The eligibility of each Eligible Customer to participate and/or to receive the Reward shall be determined at the absolute discretion of OSPL. The decision of OSPL on all matters relating to the Reward shall be final and no appeal, correspondence(s) or queries will be entertained. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Reward or this Reward give-away promotion, these terms and conditions shall prevail.
13. These terms and conditions shall be governed by Singapore law and each of the Eligible Customer irrevocably submits to the exclusive jurisdiction of the courts of Singapore.
14. 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.
15. 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.
16. 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.