

Terms and Conditions governing the US Market Promotion 2014

- 1) Employees, Remisiers, and Account Executives of OCBC Securities Private Limited (“OSPL”) and their immediate family members are not eligible to participate in this US Market Promotion 2014 (the “Promotion”).
- 2) The Promotion is valid from 16 June 2014 till 19 September 2014, both dates inclusive (the “Promotion Period”).
- 3) To participate in the Promotion, the following conditions must be fulfilled:
 - (a) Only individual and joint accounts opened by retail customers are eligible for the Promotion. Corporate accounts are not eligible for the Promotion.
 - (b) Customers must successfully register their participation in the Promotion (the “Customers”, and each a “Customer”) by sending a short message service (SMS) stating his/her trading account number, and NRIC No./Passport No. in the correct format to OSPL at 76999 by 17 September 2014, 23:59 hours (Singapore Time). SMS received after 17 September 2014 will not be eligible for the Promotion.

The correct format for SMS:

‘USPromo <SPACE> Trading Account Number <SPACE> NRIC No./ Passport No.’

(e.g. USPromo 0123456 S1234567A)

- 4) Subject to these terms and conditions and provided that the conditions set out in Clause 3 are fulfilled, the Customers will be entitled to receive free US live price feed for NYSE, AMEX and NASDAQ (the “Subscription”). The Subscription will be activated within two (2) working days after the SMS is received and will be valid till 19 September 2014.

Eg. If the customer sent the SMS on 20 June 2014, the free US live price feed will be activated by 24 June 2014. Customer will be able to enjoy the Subscription from 24 June 2014 till 19 September 2014, both days inclusive.

Regardless of when the Subscription is activated, it will be deactivated on 20 September 2014, the day after the Promotion Period. Once the complimentary service period ends, such Customers will only be able to access the US live price feed on a paid subscription basis at S\$55.00 per month.

Only individuals who qualify as non-professional are eligible for the free US live price feed.

You are a **PROFESSIONAL** if you meet any one of the following criteria for the entire term of your subscription:

- You are subscribing on behalf of a firm, corporation, partnership, trust, or association.
- You use the information in connection with any trade or business activities and not for personal investment.
- You plan to furnish the information to any other person(s).
- You are a securities broker-dealer, registered representative, investment advisor, investment banker, futures commission merchant, commodities introducing broker or commodity trading advisor, money manager, member of the Securities Exchange or Association or Futures Contract market, or any owner, partner, or associated person of the foregoing.
- You are employed by a bank or an insurance company or an affiliate of either to perform functions related to securities or commodity futures investment or trading activity.

You are a **NON-PROFESSIONAL** investor if you do not meet any one of the criteria outlined above.

- 5) The first 100 Customers, regardless professional or non-professional, who had successfully registered their participation via SMS and did 50 online trades in the US Market under the Customer’s relevant cash or margin trading account with OSPL executed via the website of

Oversea-Chinese Banking Corporation Limited (“www.ocbc.com”), OSPL website (“www.iocbc.com”), and the iOCBC TradeMobile application during the Promotion Period will be entitled to receive S\$100 NTUC FairPrice vouchers (the “Vouchers”).

If trades are amalgamated, it will be calculated as one 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);
 - (f) the amalgamated trades must be of the same payment mode; and
 - (g) the amalgamated trades must be done under the same trading account.
- 6) Notwithstanding anything to the contrary, OSPL shall have the absolute discretion to send the relevant Vouchers to the Customers within the following 1 calendar month after the Promotion Period by whatsoever mode of communication it deems appropriate or to require the Customers to self-collect the relevant Vouchers at such location and time it deems appropriate and such Customers shall not have any claim against OSPL for whatever mode of communication chosen by OSPL or for requiring the Customer to self-collect the relevant Vouchers. For avoidance of doubt, a Customer shall have no claim whatsoever against OSPL if such Customer fails to receive any relevant Vouchers sent by OSPL via whatsoever mode of communication or fails to collect the relevant Vouchers as required by OSPL.
- 7) Expired Vouchers will not be accepted or re-validated by OSPL or NTUC FairPrice. OSPL and NTUC FairPrice will not be responsible for or replace any expired, lost or damaged Vouchers. The use of the relevant Vouchers is subject to such terms and conditions as may be imposed by NTUC FairPrice, which a Customer agrees to be bound by.
- 8) Customers will be disqualified for the Promotion if:
- a) his/her own account opened with OSPL is/are suspended/closed before the Subscription and/or Vouchers is/are given;
 - b) any of his/her accounts with OSPL is/are reported for delinquency; or
 - c) he/she has outstanding contra losses which are overdue for more than 21 calendar days.
- 9) If any customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion or to receive the Subscription and/or Vouchers, OSPL reserves the right to (i) forfeit, withdraw or withhold the Subscription and/or Vouchers at any time or (ii) (where the Subscription and/or Vouchers has been awarded) reclaim the relevant Subscription and/or Vouchers or request the relevant customer to repay to or compensate OSPL for the relevant Subscription and/or Vouchers at any time. No person shall be entitled to any payment or compensation from OSPL should any Subscription and/or Vouchers be forfeited, withdrawn, withheld or if any Subscription and/or Vouchers is reclaimed by OSPL or a customer is asked to repay to or compensate OSPL the relevant Subscription and/or Vouchers for whatsoever reasons.
- 10) OSPL may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the amount of the Subscription and/or Vouchers or (b) replace or substitute the Subscription and/or Vouchers 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.
- 11) The Subscription and/or Vouchers is/are strictly not transferable to any party whatsoever. Further, the Subscription and/or Vouchers is/are also not exchangeable for cash, other form of credit, or otherwise unless otherwise permitted by OSPL in its sole and absolute discretion.
- 12) Participants in the Promotion will not be eligible to participate in other promotions conducted by OSPL unless otherwise approved by OSPL.

- 13) OSPL shall not be responsible for any loss to or damage incurred or suffered by any customer or any other person in connection with the 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.
- 14) The eligibility of each customer to participate in the Promotion and/or to receive the Subscription and/or Vouchers 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.
- 15) 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.
- 16) 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.
- 17) 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.
- 18) 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.
- 19) 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.