

Terms and Conditions governing the Lion-OCBC Securities ETFs Promotion 2023

- This Lion-OCBC Securities ETFs Promotion 2023 (the "Promotion") shall run from 24 May 2023 to 30 June 2023 (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. You will qualify for the Promotion ("Eligible Customer") if:
 - (a) you maintain any account with OSPL ("Account"). For the avoidance of doubt, an Account includes an individual or joint account for retail customers, and a corporate account. The Account is also subject to OSPL's standard terms and conditions; and
 - (b) you have successfully placed a buy order of any amount of any of the below Lion-OCBC Securities ETFs through an Account during the Promotion Period (excluding buy-ins, BCIP, CPF and SRS trades) ("Trade");
 - (i) Lion-OCBC Securities Hang Seng TECH ETF;
 - (ii) Lion-OCBC Securities China Leaders ETF; or
 - (iii) Lion-OCBC Securities Singapore Low Carbon ETF.
- 4. Subject to these terms and conditions (including paragraphs [5] and [12] below), Eligible Customers will receive a trade commission rebate (excluding goods and services tax) on each Trade placed during the Promotion Period ("Rebate"). For the avoidance of doubt, an Eligible Customer who places Trades through multiple Accounts will receive Rebates on all such Trades placed during the Promotion Period, subject to these terms and conditions.
- 5. If trades are Amalgamated, they will be calculated as a single Trade. "Amalgamation" means a consolidation or amalgamation of trades that meet the following conditions:
 - (a) an Eligible Customer 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. For example, a buy action amalgamates with another buy action, and a 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.
- 6. The Promotion will end when the total Rebates to be received by Eligible Customers pursuant to the Promotion reaches or exceeds \$\$15,000.
- 7. Customers will be required to pay upfront the full standard commission rate when placing Trades. (For standard rates, please refer to https://iocbc.com/iwov-resources/sg/ocbc/ospl/PDF/ConsolidatedCommissionCharges.pdf).
- 8. Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OSPL, the Rebate will be credited into the Eligible Customer's trading account or (if an Eligible Customer has more than one (1) trading account) any



one of such Eligible Customer's trading accounts as may be selected by OSPL, at its sole and absolute discretion.

- 9. The Rebate will be credited into the Eligible Customer's trading account by 31 August 2023.
- 10. The Promotion shall not apply in conjunction with any other privileges or promotions.
- 11. A customer will be disqualified from this Promotion if:
 - the customer's account(s) [through which Trades are placed] with OSPL is/are closed before the Rebate is credited into the Eligible 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.
- 12. If any customer is subsequently disqualified or found to be ineligible to participate in this Promotion, OSPL reserves the right and at any time at its absolute discretion (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.
- 13. OSPL may, at any time at its absolute discretion, without notice or assigning any reason, (a) change the 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 which value may be determined by OSPL in its sole and absolute 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, delete, supplement, amend or modify any one or more of these terms and conditions in any manner as it shall deem fit.
- 14. OSPL shall not be responsible for the quality, merchantability or fitness for any purpose or any other aspect of the Promotion, or any product and/or service relating to the Promotion. Notwithstanding anything herein, OSPL shall not at any time be responsible or held liable for any defect or malfunction in any product or the deficiency in any service provided, and/or any loss, injury, damage or harm suffered or incurred by or in connection with the Promotion, and/or the use of any product and/or service relating to the Promotion, by any person.
- 15. 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.
- 16. 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 waives, releases and agrees not to sue upon any such claim for any such damages, whether or not accrued and whether or not known or suspected to exist in his/her/its favour.



- 17. 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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. Without prejudice to these terms and conditions, all customers and participants in this Promotion consent to the collection, use and disclosure of their personal data by OCBC Securities and its related corporations (collectively, "OCBC Group"), their agents, and their authorised service providers in accordance with OCBC Securities' Data Protection Policy available www.iocbc.com/security-privacy#data-protection-policy

General Disclaimer for OCBC Securities

Trading in capital market products and borrowing to finance the trading transactions (including, but not limited to leveraged trading or gearing) 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. You should also read the relevant prospectus and/or profile statement (a copy of which may be obtained from the relevant fund manager or any of its approved distributors), prior to any trading or investment decision. In relation to collective investment schemes, the value of the units and the income accruing therefrom, if any, may rise or fall. For funds that are listed on an approved exchange, investors are not allowed to redeem their units in those funds with the manager, except under certain specified conditions. The listing of the units of those funds on any approved exchange does not guarantee a liquid market for the units. 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. Reference to any products, services, processes or other information, does not constitute or imply endorsement, sponsorship or recommendation thereof by OSPL. This advertisement has not been reviewed by the Monetary Authority of Singapore.