

Terms and Conditions Governing the OCBC Mighty Savers® Programme

The following terms and conditions shall apply to the OCBC Mighty Savers® Programme (the "Programme").

1. In these terms and conditions:

"Eligible Account" means:

- a) Young Savers Account (opened by a Qualifying Child in his/her sole name or in joint name with a parent or legal guardian)
- b) Passbook Savings Account (opened by an Eligible Person in-trust-for a Qualifying Child)
- c) Statement Savings Account (opened by an Eligible Person in-trust-for a Qualifying Child)
- d) School Savings Account (to be opened by an Eligible Person in-trust-for a Qualifying Child)
- e) Monthly Savings Account (opened by a Qualifying Child in joint name with parent or legal guardian)
- f) Any other account, to be determined by OCBC Bank in its sole discretion; "Eligible Person" means an individual of at least 21 years of age; and "Qualifying Child" means an individual of not more than 15 years of age.

2. The Programme will be available with effect from 23 February 2007 until such date as determined by OCBC Bank in its sole discretion (the "Programme Period").

3. An individual who during the Programme Period: (a) opens an Eligible Account; or (b) being a holder of an existing Eligible Account, and makes the required minimum deposit as stated in the applicable Terms and Conditions Governing Mighty Savers® Gifts Promotion ("Promotion T&Cs") shall be entitled to receive the free gift stated in the applicable Promotion T&Cs, provided that in the case of an existing Eligible Account, there is no funds withdrawal from such account within the period of three months immediately before the date of the deposit

4. The Programme is not applicable with any other scheme(s) or promotion(s) which OCBC Bank may organise from time to time.

5. For the purposes of the Programme, all deposits into the Eligible Accounts shall be in fresh funds (excludes funds transferred from existing OCBC Bank savings, current or time deposit accounts).

6. All gifts shall be accepted on an "as is" basis. OCBC Bank gives no representation or warranty whatsoever as to the quality, merchantability or fitness for purpose or any other implied terms or conditions with respect to any gift. Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any defect or malfunction in any gift, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of any gift by any person. All gifts and prizes are neither transferable nor exchangeable for cash, credits or otherwise. All gifts and prizes are also subject to the terms and conditions accompanying them (if any).

7. OCBC Bank reserves the right, at its discretion, at any time, without notice or assigning any reason therefor, replace or substitute any gift under the Programme with any other item of equal or similar value selected by OCBC Bank.
8. If OCBC Bank subsequently discovers that any person is in fact not eligible to participate in the Programme or entitled to any gift, OCBC Bank may at its discretion forfeit the gift(s) (or reclaim it / them if already awarded) and award or dispose of it/them in such manner and to such person/persons as OCBC Bank deems fit.
9. OCBC Bank shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Programme, including without limitation, any error in computing any chances, any breakdown or malfunction in any computer system or equipment. Without prejudice to the generality of the foregoing, OCBC Bank assumes no responsibility for lost, late, misdirected, damaged, incomplete, illegible and/or postage-due mail.
10. The decision of OCBC Bank on all matters relating to the Programme shall be final and binding on all participants of the Programme, including, without limitation, any decision to cancel or suspend the Programme. Subject to and without prejudice to the generality of the foregoing, OCBC Bank's record(s) relating to the Programme shall be final, binding and conclusive for all purposes and in any legal proceedings. No correspondence will be entertained.
11. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Programme, these terms and conditions shall prevail.
12. OCBC Bank may at any time at its absolute discretion, without notice or assigning any reason therefor, delete, vary, supplement, amend or modify any one or more of these terms and conditions in such manner as OCBC Bank shall think fit, including without limitation, the eligibility of any customer. OCBC Bank shall not, to the extent permitted by law, be liable to for any claims, costs, expenses, loss or damage suffered by any person as a result of the aforementioned matters.
13. These terms and conditions shall be governed by the laws of Singapore and the participants in the Programme irrevocably submit to the non-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.