## Terms and Conditions governing the 2023 S\$100 Trade Commission Rebate Promotion

- The 2023 S\$100 Trade Commission Rebate Promotion (the "<u>Promotion</u>") is valid from 1 April 2023 to 30 June 2023, both dates inclusive, or such other period(s) as may be determined by OCBC Securities Private Limited ("OSPL") and/or Oversea-Chinese Banking Corporation Limited ("OCBC Bank") in their absolute sole discretion) (the "<u>Promotion Period</u>").
- 2. You are eligible to participate in this Promotion if you fulfil either one of the following criteria (an "Eligible Customer"):
  - a. you are not an existing customer of OSPL prior to the start of the promotion and you open a new Basic Trading (cash) Account with OSPL or an Online Equities Account with OCBC Bank during the Promotion Period; or
  - b. you are an existing customer of OSPL with either a Basic Trading (cash) Account or you are an existing customer of OCBC Bank with an Online Equities Account but has never traded with the said account and you receive an electronic direct mail ("eDM") from OSPL and OCBC Bank inviting you to participate in this Promotion.
- 3. Employees, Remisiers, and Account Executives of OSPL and their immediate family members are not eligible to participate in the Promotion.
- 4. Subject to these terms and conditions and provided that the conditions set out in Clauses 2 and 3 are fulfilled, the first 2000 Eligible Customers who trade with their Basic Trading (cash) Account or Online Equities Account during the Promotion Period are entitled to receive:

Up to S\$100 of trade commission rebate (excluding goods & services tax) on trades (excluding Buy-Ins and CPF/SRS trades) executed within the Promotion Period ("Rebate").

- 5. OSPL and OCBC Bank reserve the right to amend the above dates without prior notice. OSPL and OCBC Bank shall not be liable to any person for any claims, costs, expenses, loss or damage suffered by any person as a result of any changes.
- 6. OSPL and OCBC Bank shall have the right to disqualify an Eligible Customer from the Promotion in the following situations:
  a) his/her account(s) opened with OSPL/OCBC Bank is/are closed before the Rebate is given;
  b) any of his/her accounts with OSPL/OCBC Bank is reported for delinquency; or
  c) he/she has outstanding contra losses with OSPL/OCBC Bank which are overdue for more than 21 calendar days.
- 7. If any Eligible Customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion or to receive the Rebate, OSPL and OCBC Bank reserve the right to (i) forfeit, withdraw or withhold the Rebate at any time or (ii) (where the Rebate has been awarded and/or utilised) reclaim the Rebate, or request the relevant customer to repay to or compensate OSPL and OCBC Bank for the Rebate at any time. No person shall be entitled to any payment or compensation from OSPL and OCBC Bank should any Rebate be forfeited, withdrawn, withheld or if any Rebate is reclaimed by OSPL and OCBC Bank or a customer is asked to repay to or compensate OSPL and OCBC Bank the value of a Rebate for whatsoever reasons.
- 8. OSPL and OCBC Bank may, at any time at its absolute discretion, without notice or assigning any reason therefore, (a) change the term of the Rebate or (b) replace or substitute the Rebate with any other gift. OSPL and OCBC Bank 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 and OCBC Bank 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 Rebates are strictly not transferable to any party whatsoever. Further, the Rebates are not exchangeable for cash, other form of credit, or otherwise.
- 10. OSPL and OCBC Bank 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 or the Rebate, howsoever arising, including, without limitation, (i) any act or omission relating to any participation by any 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. The eligibility of each customer to participate in the Promotion and/or to receive the Rebate shall be determined at the absolute discretion of OSPL and OCBC Bank. The decision of OSPL and OCBC Bank on all matters relating to the Promotion shall be final and no correspondence or queries will be entertained.
- 12. 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.
- 13. These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion hereby irrevocably submit 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 2001 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. All participants in the Promotion expressly permit and authorise OSPL and OCBC Bank to disclose, reveal and divulge information regarding their particulars (including their personal information) to the parties involved in organising, promoting and conducting the Promotion.



## **Important Notes**

Trading in capital markets 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 capital markets product taking into account your investment objectives, financial situation or particular needs before making a commitment to trade or purchase the capital markets product. In the event that you choose not to seek advice from a financial adviser, you should consider whether the capital markets product is suitable for you. You should consider carefully and exercise caution in making any trading decision whether or not you have received advice from any financial adviser. 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. All trademarks, registered trademarks, product names and company names or logos mentioned herein are the property of their respective owners, and you agree that you will not do anything to infringe or prejudice those rights. Reference to any products, services, processes or other information, does not constitute or imply endorsement, sponsorship or recommendation thereof by OSPL.