

## Terms and Conditions Governing OCBC OEA Free Amazon Share Promotion 2023

V23022023

### 1. The Promotion Period

1.1 The OCBC OEA Free Amazon Share Promotion 2023 (the “**Promotion**”) shall run from 10 February 2023 to 31 March 2023 (both dates inclusive), or such other period(s) as may be determined and notified by Oversea-Chinese Banking Corporation Limited (“**OCBC Bank**”) and/or OCBC Securities Private Limited (“**OSPL**”) in its absolute sole discretion) (the “**Promotion Period**”).

### 2. Eligibility

2.1 You are eligible to participate in this Promotion if you fulfil all of the following criteria (an “**Eligible Customer**”):

- a. you hold an OCBC Online Equities Account (“**OEA**”) or open an OEA during the Promotion Period. For the avoidance of doubt, existing OSPL customers who already have trading account(s) with OSPL are not eligible to participate in the Promotion;
- b. you have not made any trade(s) on your OEA within the last 12 months from the start of the Promotion Period;
- c. you submit the e-Form found on [go.ocbc.com/OCBCOEA2023](http://go.ocbc.com/OCBCOEA2023) and perform an Eligible Transaction (as defined below in clause 3) during the Promotion Period;
- d. you have access to OCBC Internet/ Mobile Banking; and
- e. you are among the first 1,000 customers to sign up for this Promotion.

2.2 To participate in this Promotion, Eligible Customers must acknowledge these Terms and Conditions through the e-Form.

### 3. Eligible Transaction

3.1 An Eligible Transaction refers to two buy trades successfully executed and fully settled through the Eligible Customer’s OEA via OCBC Internet/ Mobile Banking during the Promotion Period.

3.2 Eligible Transactions must be placed using cash only. Buy-ins, CPF or SRS trades will not be considered as Eligible Transactions.

### 4. Promotion Mechanics

4.1 An Eligible Customer who performs an Eligible Transaction will be entitled to one Amazon.com, Inc. (AMZN) share (the “**Promotional Gift**”):

Ticker	Number of shares awarded
Amazon.com, Inc. (AMZN)	1

- 4.2 Eligible Customers must acknowledge that the value of shares may fluctuate. OCBC Bank and OSPL shall not at any time be responsible or held liable, and no person shall be entitled to any payment or compensation from OCBC Bank or OSPL, in the event of any drop in the value of the Promotional Gift, or in the event Promotional Gift subsequently becomes unavailable (e.g. in the event that shares are delisted or suspended from trading).
- 4.3 Eligible Customers must have acknowledged and accepted the terms and conditions governing the custodian fees. Specifically, the foreign custodian fees are set out below:

<b>Foreign Custodian Fees</b>	SGD 2 per counter per month (subject to prevailing GST if applicable)	Invoiced quarterly in arrears up to a maximum of SGD 200 per quarter or a maximum of SGD 67 per month (subject to prevailing GST if applicable).
	Fee Exemption	Custody fee will be waived: <ol style="list-style-type: none"> <li>1. For the month if you execute at least 2 trades in that month.</li> <li>2. For the quarter if you execute at least 6 trades in that quarter.</li> <li>3. If the foreign security is delisted at the point when we are computing the fees.</li> </ol>

## 5. Promotional Gift

- 5.1 Eligible Customers are entitled to one Promotional Gift regardless of the number of Eligible Transactions performed.
- 5.2 Subject to the fulfilment of all the conditions specified in these terms and conditions to the absolute satisfaction of OCBC Bank, Eligible Customers who qualify to receive the Promotional Gift will be notified via SMS within 30 days from the end of the Promotion Period.
- 5.3 OSPL will credit the Promotional Gift to the Eligible Customers' OEA within 30 days from the end of the Promotion Period.
- 5.4 OSPL may act either as agent of or principal to Eligible Customer (as the case may be) for its own accounts, or for the accounts of any other entity in which OSPL or any person within the OCBC Group has an interest, in respect of the Promotional Gift.
- 5.5 Eligible Customers must ensure their OEA is in good standing at the point of fulfilment of the Promotional Gift.
- 5.6 OCBC Bank and OSPL reserve the right to fulfil the Promotional Gift by any other means as it deems fit, or to substitute or replace the Promotional Gift at its sole discretion, without notice to any person.

- 5.7 A customer will be disqualified from this promotion if:
- a. The Eligible Customer's account(s) with OCBC Bank or OSPL is/are closed before fulfilment of the Promotional Gift;
  - b. Any of the Eligible Customer's accounts with OCBC Bank or OSPL is/are reported for delinquency; or
  - c. The Eligible Customer has outstanding contra losses with OCBC Bank or OSPL which are overdue for more than 21 calendar days.
- 5.8 The eligibility of a customer to participate in this Promotion and/or to receive the Promotional Gift shall be determined at the absolute discretion of OCBC Bank and OSPL.
- 5.9 The Promotional Gift is strictly not transferable to any party whatsoever, unless otherwise permitted by OCBC Bank and OSPL in their sole and absolute discretion.
- 5.10 If any customer is subsequently discovered to be not entitled or ineligible to participate in the Promotion or to receive the Promotional Gift, OCBC Bank and OSPL reserve the right to (i) forfeit or withdraw the Promotional Gift at any time or (ii) (where the Promotional Gift has been redeemed) reclaim the Promotional Gift or request the relevant customer to repay to or compensate OCBC Bank and OSPL the value of the Promotional Gift at any time, and OCBC Bank and OSPL shall have the right to debit the value of the Promotional Gift plus any goods and services tax or such other amount as it deems fit from the account(s) of the customer. No person shall be entitled to any payment or compensation from OCBC Bank and OSPL should any Promotional Gift be forfeited or withdrawn or if any Promotional Gift is reclaimed by OCBC Bank and OSPL or a Customer is asked to repay to or compensate OCBC Bank and OSPL the value of the Promotional Gift for whatsoever reasons.

## **6. General**

- 6.1 This Promotion is not valid with other offers or promotions unless otherwise stated.
- 6.2 OCBC Bank and OSPL reserve the right at its absolute discretion to terminate the Promotion or vary, delete, or add to any of these terms and conditions at any time without notice including, without limitation, the eligibility of any customer and the dates of the Promotion.
- 6.3 OCBC Bank and 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, OCBC Bank and 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.
- 6.4 The decision of OCBC Bank and OSPL on all matters relating to this Promotion shall be final and binding on all participants. No correspondence or appeal shall be entertained by OCBC Bank and OSPL. OCBC Bank and 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.

- 6.5 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.
- 6.6 OCBC Bank and OSPL shall not be responsible for any loss or damage to any person in connection with the Promotion howsoever arising, including any error in computing chances, any breakdown or malfunction in any computer system or equipment, or any notice which is misdirected or lost in the post or in transmission.
- 6.7 These terms and conditions shall be governed by laws of Singapore and the participants irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 6.8 A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Right of Third Parties) Act 2001 to enforce any of these terms and conditions.

## **7. Important Notes**

- 7.1 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. OCBC Bank and OSPL do not undertake an obligation to update any information provided herein or to correct any inaccuracy that may become apparent at a later time. OCBC Bank and 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.
- 7.2 You will need to have an account with OSPL in order to make investments, trades and/or transactions with OSPL via OCBC Digital. The OEA, and all investments, trades and/or transactions (collectively, "Transactions") made thereunder via OCBC Digital are operated, and made available to you directly, by OSPL (notwithstanding that they may incorporate the OCBC Digital mark, logo trademarks and/or other OCBC trademarks). The access and use of the OEA and all Transactions made thereunder via OCBC Digital are made directly with OSPL, and are subject to its terms and conditions. Under no circumstances will OCBC Bank be responsible or liable for the provision, access or use of the OEA, and/or any of the Transactions made thereunder via OCBC Digital.