



## TERMS AND CONDITIONS GOVERNING OCBC MIGHTY SAVERS™ PROGRAMME

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

1. An individual who during the Program Period:
  - (a) opens an Eligible Account or
  - (b) being a holder of an existing Eligible Account,shall (provided that in the case of an existing Eligible Account there has not been any withdrawal from such account within the period of three months immediately before the date of the above-mentioned deposit) be entitled to receive:
  - (i) a set of OCBC Mighty Savers™ stickers and savings card (collectively, a "**Card and Stickers Set**"), and
  - (ii) a free gift ("**Free Gift**").
2. For every additional single deposit of S\$20 or more deposited into an Eligible Account (ie. in addition to the amounts mentioned in Clause 1 above), one Card and Stickers Set will be awarded provided that:
  - (a) the account has a minimum balance amount of S\$200 (or such other amount determined by the Bank from time to time) at the time of the above-mentioned deposit; and
  - (b) there has not been any withdrawal from such account within the period of three months immediately before the date of the above-mentioned deposit.
3. Notwithstanding any provision in these terms and conditions to the contrary, no person shall be allowed to claim more than two Card and Stickers sets in any single month in respect of any single Eligible Account.
4. Each Eligible Customer who duly completes the OCBC Mighty Savers™ savings card (ie. by filling in the required details and affixing 20 corresponding OCBC Mighty Savers™ stickers correctly) may submit the same to any branch of OCBC Bank during the Scheme Period to be eligible for an additional gift (to be determined by OCBC Bank in its sole discretion).

5. For the purposes of the Scheme, each of the following OCBC Bank accounts shall be considered an **"Eligible Account"**:
  - (a) Young Savers Account (to be opened by a Qualifying Child in his/her sole name or in joint name with a parent or legal guardian)
  - (b) Passbook Savings (to be opened by an Eligible Person in-trust-for a Qualifying Child)
  - (c) Statement Savings (to be 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)

In these terms and conditions, **"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.

6. The Scheme will be available with effect from 23 February 2007 until such date as determined by OCBC Bank in its sole discretion (the **"Scheme Period"**).
7. This Scheme is not applicable with any other scheme(s) or promotion(s) which OCBC Bank may organize from time to time.
8. Lost Card and Stickers sets may be replaced at any OCBC Bank branch upon payment of an administrative fee of S\$5 (or such other fee as determined by OCBC Bank in its sole discretion) for a new card and 20 new stickers.
9. For the purposes of the Scheme, all deposits into the Eligible Accounts shall be in fresh funds (excludes funds transferred from existing OCBC Bank savings, current or time deposit accounts).
10. 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).
11. 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 Scheme with any other item of equal or similar value selected by OCBC Bank.
12. If OCBC Bank subsequently discovers that any person is in fact not eligible to participate in the Scheme 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.

13. OCBC Bank shall not be liable to any account holder or any other persons for any loss or damage arising in connection with the Scheme, 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.
14. The decision of OCBC Bank on all matters relating to the Scheme shall be final and binding on all participants of the Scheme, including, without limitation, any decision to cancel or suspend the Scheme. Subject to and without prejudice to the generality of the foregoing, OCBC Bank's record(s) relating to the Scheme shall be final, binding and conclusive for all purposes and in any legal proceedings. No correspondence 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 Scheme, these terms and conditions shall prevail.
16. 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, the bases and methods of identification of winners and any dates in connection with the Draw. 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.
17. These terms and conditions shall be governed by the laws of Singapore and the participants in the Scheme irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
18. 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.