

**Terms and Conditions Governing OCBC SmartSenior Programme Sign-Up Promotion (15 Jun 2010 – 31 Jul 2010)**

- 1) The Promotion shall be valid from 15 Jun 2010 until 31 Jul 2010 (the “Promotion Period”) or such date(s) as may be determined by OCBC Bank in its sole discretion from time to time. OCBC Bank shall be entitled to determine or amend the end date of the Promotion Period at any time and from time to time without prior notice.
- 2) To be eligible for this Promotion:
  - (i) Individuals are required to sign up for the SmartSenior Programme (the “Sign-Up”) in joint names with OCBC Bank; and
  - (ii) Only Sign-Ups which are duly completed and accompanied by the relevant supporting documents requested by OCBC Bank in its sole and absolute discretion and which are received by OCBC Bank during the Promotional Period will be considered; and
  - (iii) Only the first 100 successful SmartSenior Programme Sign-Ups with SmartSenior Accounts which are successfully opened (“Eligible SmartSenior Account”) during the Promotion Period are eligible for the Promotion (“Eligible SmartSenior Programme”).
  - (iv) For the purposes of Clause 2(i) above, to sign up for the SmartSenior Programme, individuals must satisfy the following:
    - (a) Apply to open a SmartSenior Account in joint names of two or more individuals, up to a maximum of four and the SmartSenior Account must be operated by any one of the account holders singly.
    - (b) At least one of the SmartSenior Account holders must apply for the SmartSenior Debit Card.
    - (c) At least one of the SmartSenior Account holders must apply for the Monthly Fund Transfer Service.
- 3) The joint account holders of an Eligible SmartSenior Account are entitled to receive only one reward as may be determined by OCBC Bank in its sole and absolute discretion from time to time.
- 4) OCBC Bank reserves the right to reclaim the equivalent value of the reward from the joint account holders of an Eligible SmartSenior Account in the event that the account holders terminate their SmartSenior Account within 12 months from the SmartSenior Account establishment date.
- 5) The OCBC Terms and Conditions Governing Deposit Accounts and the Terms and Conditions Governing OCBC SmartSenior Programme (available at [www.ocbc.com/tandc](http://www.ocbc.com/tandc)) apply.

- 6) OCBC Bank reserves the right to waive/vary/amend any of these terms and conditions without prior notice.
- 7) The decision of OCBC Bank on all matters relating to this Promotion will be at its absolute discretion and shall be final and binding.
- 8) All rewards 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 reward. Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any defect or malfunction in any reward, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of any reward by any person. All rewards are neither transferable nor exchangeable for cash, credits or otherwise. All rewards are also subject to the terms and conditions accompanying them (if any).
- 9) OCBC Bank reserves the right, at its discretion, at any time, without notice or assigning any reason therefore, replace or substitute any reward under this Promotion with any other item of equal or similar value selected by OCBC Bank.
- 10) If OCBC Bank subsequently discovers that any person/persons is or are in fact not eligible to participate in the Promotion or entitled to any reward, OCBC Bank may at its discretion forfeit the reward(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. No person shall be entitled to any payment or compensation from OCBC Bank should any reward be forfeited.
- 11) 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.
- 12) These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 13) 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 (Cap 53B) to enforce any of these terms and conditions.