

Terms & Conditions of “Be The First 2 with At Least SGD\$2,000 in Commissions and Bring Home an iPhone 7” Promotion

1. Eligibility

- 1.1 The “Be The First 2 with At Least SGD\$2,000 in Commissions and Bring Home an iPhone 7” Promotion (“Promotion”) runs from 5 December 2016 to 26 January 2017, both dates inclusive (“Qualifying Period”).
- 1.2 This Promotion is open to existing clients (“Existing Client”) with Maybank Kim Eng Securities Pte Ltd (“Maybank KES”) during the Qualifying Period.
- 1.3 The following persons are not eligible to participate in this Promotion:
 - (a) Maybank KES institutional clients, corporate clients and joint account holders;
 - (b) Employees and Trading Representatives of Maybank KES, Maybank Singapore & Etiqa Singapore; AND
 - (c) Maybank KES account holders whose accounts have been suspended, cancelled or terminated
- 1.4 The Promotion consists of 2 prizes (“Prize”). Both prizes are an iPhone 7 (32GB + Wi-Fi) worth S\$1048, they are to be won by the first two clients of Maybank Kim Eng Securities (“Maybank KES”) who have accumulated and paid brokerage fee of SGD\$2,000 trading the Shenzhen-Hong Kong Stock Exchange-listed stocks.
- 1.5 To be eligible to participate in the Promotion, Maybank KES clients must have accumulated and paid brokerage fee of SGD\$2,000 trading the Shenzhen-Hong Kong Stock Exchange-listed stocks during the Qualifying Period.
- 1.6 If the client’s account is closed any time within one (1) month after the end of the Qualifying Period, the client shall not be eligible for this Promotion.

2. Draw Dates and Prizes

- 2.1 The first two Promotion participants who accumulated and paid brokerage fee of SGD\$2,000 trading the Shenzhen-Hong Kong Stock Exchange-listed stocks in Maybank KES will win the Promotion and receive an iPhone 7 (32GB + Wi-Fi) worth S\$1048 prize each.
- 2.2 The Winners of the Promotion shall be selected based on the first two clients who have accumulated and paid brokerage fee of SGD\$2,000 trading the Shenzhen-Hong Kong Stock Exchange-listed stocks during the Qualifying Period.
- 2.3 The Winner shall accept the Prize in its “as is” state. Maybank KES makes no representation or warranty whatsoever as to the quality or fitness or any other implied terms or conditions with respect to the Prize and assumes no liability or responsibility for the acts or defaults of the merchant of the Prize or for any non-performance or defects in the Prize. For all purposes, Maybank KES is not an agent of the merchant. Any dispute as to the quality or performance of the Prize must be resolved by the Winner with the merchant directly.
- 2.4 The use of the Prize is also subjected to such other terms and conditions as may be imposed by the merchant supplying the Prize.
- 2.5 The Prize must be claimed by the Winner and shall be subjected to such terms and conditions which Maybank KES may at its sole and absolute discretion impose.
- 2.6 The Prize, if unclaimed within 2 months from the date of notification by Maybank KES, will be forfeited. Any winner whose prize has been forfeited shall not be entitled to any compensation from Maybank KES notwithstanding non-receipt by him/her of any notification of the Prize to be claimed by him/her.
- 2.7 The Prize is non-transferable neither exchangeable for cash nor credit of any kind and shall be subject to such terms and conditions which Maybank KES may at its sole and absolute discretion impose from time to time. Maybank KES may at its sole and absolute discretion replace or substitute the Prize for another of equivalent prize of similar value at any time without notice or liability to the winner.

3. Winner's Notification

- 3.1. The winner will be notified by post based on the last known contact information in Maybank KES's records. Except for notifications to the relevant winner, Maybank Kim Eng shall not be obliged to enter into any correspondence on any matter(s) with any participants in the Promotion concerning the Promotion of other relevant matters.
- 3.2. If the winner selected in the Promotion cannot be contacted or otherwise has his/her prize forfeited for any reason whatsoever, Maybank KES reserves the right to select the next participant in line who accumulated and paid brokerage fee of SGD\$2,000 trading the Shenzhen-Hong Kong Stock Exchange-listed stocks to replace the winner who has been disqualified. Maybank KES has the absolute discretion to exclude any otherwise eligible participant from participating in the Draw.

4. General Terms & Conditions

- 4.1. All trades made under this Promotion are subject to the standard Terms and Conditions of business of Maybank KES. Such Terms and Conditions are available on the website of Maybank KES; http://www.maybank-ke.com.sg/terms_conditions.htm
- 4.2. Maybank KES reserves the right in its sole and absolute discretion from time to time to vary, amend, delete or add to any of these terms and conditions, or to terminate or suspend the Promotion at any time without notice, reference or liability to any person.
- 4.3. Maybank KES, its affiliates, employees or agents shall not be liable to any person for any loss, damage, injury, costs or expenses incurred, suffered or borne, arising from this Promotion and/or use and/or enjoyment of the Prize.
- 4.4. The decision of Maybank KES on any and all matters relating to or arising from this Promotion (including the eligibility of any person to participate in this Promotion) shall be absolute, final and binding on all parties. In the event of any inconsistency or conflict between these terms and conditions and those in any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail.
- 4.5. These terms and conditions are governed by and interpreted according to the laws of Singapore and the participants in this Promotion agree to submit to the non-exclusive jurisdiction of the tribunals and courts of Singapore in the event of any disagreement or dispute relating to or arising from the Promotion.