

## Terms and Conditions of OCBC Premier Banking Asia Client Referral Programme 华侨银行宏富理财亚洲客户推荐项目的条款和条件

- The Programme ("Programme") is open to existing OCBC Premier Banking Asia clients (individually "Eligible Client" and collectively "Eligible Clients"). The Programme will commence on 26 March 2020 and ends on 30 June 2020, both dates inclusive ("Promotional Period"), while stocks last. 本项目（“项目”）面向现有的华侨银行宏富理财亚洲客户（每位称为一位“合格客户”，合称“合格客户”）开放。本项目将于2020年3月26日开始至2020年6月30日结束，首尾日期均包括在内（“推广期”），售完即止。
- Employees of OCBC Bank are not eligible to participate in this Programme. 华侨银行的员工不得参加本项目。
- Referrals are considered successful when the new client ("Referred Client") referred by the Eligible Client: 在如下情况下，合格客户被视为成功推荐新客户（“推荐客户”）：
  - successfully starts a new OCBC Premier Banking Asia relationship with US\$350,000 or a new OCBC Premier Private Client relationship with US\$1,000,000 in Fresh Funds (as defined below) into the Premier Global Savings Account for the Referred Client, and 推荐客户在Premier Global Savings Account中存入350,000美元新资金（定义如下）成功建立新的华侨银行宏富理财亚洲客户关系或存入1,000,000美元新资金成功建立新的华侨银行宏富理财私人客户关系，且
  - satisfies the requirements (including without limitation, the minimum balance requirement) as stipulated in Clause 4 below. **The maximum successful referrals per Eligible Client is 10 per calendar year.** 满足以下第4条规定的要求（包括但不限于最低余额要求）。每年每位合格客户最多可以推荐10个推荐成功的客户。
- Referred Clients must: 推荐客户必须：
  - open a new account as the primary account holder and sign up as an OCBC Premier Banking Asia client or as an accredited investor in the OCBC Premier Private Client segment (each a "New Relationship"); 作为主要账户持有人开立新账户，并注册成为华侨银行宏富理财亚洲客户或华侨银行宏富理财私人客户部门的合格投资者（每个称为一个“新关系”）；
  - fund their new account with a minimum of US\$350,000 or US\$1,000,000 respectively in Fresh Funds (or their equivalent) by the end of **fourth (4th) month** of establishing the New Relationship; and 在建立新关系的四(4)个月截止之前，以新资金（或其等价物）在其新账户分别存入至少350,000美元或1,000,000美元；且
  - maintain the minimum balance of US\$350,000 or US\$1,000,000 respectively in the relevant account for a minimum period of three (3) months (the "Minimum Maintenance Period") thereafter, 其后在相关账户中分别维持最低余额350,000美元或1,000,000美元至少三(3)个月（“最低持有期”）， to be recognised as a successful referral for the purposes of the Programme. 以为本项目之目的，被视为成功的推荐。

New Client (Referee) 新客户 (被推荐人)		Existing Premier Client (Referrer) 现有的华侨银行宏富理财客户 (推荐人)
New Relationship 新关系	Fresh Funds Amount (US\$) 新资金数额 (美元)	Cash Reward (US\$) 现金奖励 (美元)
Premier Banking Asia 华侨银行宏富理财亚洲客户	US\$350,000 350,000美元	US\$250 250美元
Premier Private Client (Accredited Investors) 华侨银行宏富理财私人客户 (合格投资者)	US\$1,000,000 1,000,000美元	US\$1,000 1,000美元
- For the avoidance of doubt, 为避免疑义，
  - existing OCBC clients (who are not OCBC Premier Banking clients or OCBC Premier Banking Asia clients) who deposit a minimum of US\$350,000 or US\$1,000,000 respectively in Fresh Funds will be upgraded to become Premier Banking Asia clients or OCBC Premier Private Clients and will be considered Referred Clients under the Programme; and 现有的华侨银行客户（非华侨银行宏富理财客户或华侨银行宏富理财亚洲客户）以新资金分别存入至少350,000美元或1,000,000美元，将升级为宏富理财亚洲客户或华侨银行宏富理财私人客户，并将被视为本项目下的推荐客户；且
  - an existing OCBC Premier Banking client, OCBC Premier Banking Asia client or OCBC Premier Private Client who opens a new account (be it in his or her sole name or jointly with another person) with Fresh Funds of US\$350,000 or US\$1,000,000 respectively will not be considered a Referred Client under the Programme. 现有的华侨银行宏富理财客户、华侨银行宏富理财亚洲客户或华侨银行宏富理财私人客户，如果分别以350,000美元或1,000,000美元的新资金开立了新的账户（无论是以其个人名义还是与他人共同开立），将不会被视为本项目下的推荐客户。
- "Fresh Funds" refers to funds in the form of non-OCBC cheques/cashier's orders/demand drafts as well as all other funds that are not transferred from any OCBC accounts. "新资金"指非华侨银行支票/本票/即期汇票形式的资金或其他非由华侨银行账户转出的资金。
- Referred Clients are eligible to participate in the Programme and make referrals only after their accounts have been successfully opened. 只有在推荐客户的账户被成功开立后，推荐客户才有资格参加本项目并进行推荐。
- Existing/Previous Premier Banking Asia clients who have closed their OCBC Premier Banking or OCBC Premier Private Client single / joint accounts within the last twelve (12) months from the commencement of the Promotional Period will not qualify as Referred Clients for the Programme. 在推广期开始的前十二(12)个月内关闭其华侨银行宏富理财或华侨银行宏富理财私人客户单独/联合账户的当前/以往的宏富理财亚洲客户将没有资格成为本项目的推荐客户。
- Eligible Clients are not allowed to refer themselves for this Programme. To be eligible for the reward under the Programme, an Eligible Client must not be the joint account holder of the new OCBC Premier Banking Asia or OCBC Premier Private Client account opened by the Referred Client. 合格客户不得推荐其自身参加本项目。要有资格获得本项目下的奖励，合格客户不得是由推荐客户开立的新的华侨银行宏富理财亚洲或华侨银行宏富理财私人客户之账户的联名账户持有人。

10. If a Referred Client is referred by more than one Eligible Client, the Eligible Client from whom OCBC Bank receives the Client Referral Form first will be entitled to the reward.  
如果一个推荐客户被多个合格客户推荐，华侨银行首先收到的客户推荐表的合格客户将有权获得奖励。
11. An Eligible Client will be rewarded with US\$250 or US\$1,000 worth of cash credit (as stated in Clause 4 above). The cash credit will be credited into the Premier Global Savings account within **six weeks after the Minimum Maintenance Period** of each successful referral under the Programme. OCBC Bank reserves the right to substitute the reward with another item of similar value at any time without prior notice.  
合格客户将获得价值250美元或1,000美元的现金奖励（如上文第4条所述）。在本项目下的每次成功推荐的**最低持有期后的六周内**，现金奖励将被存入Premier Global Savings Account。华侨银行保留在任何时候以类似价值的物品代替奖励的权利，而无需另行通知。
12. By participating in this Promotion:  
通过参与本次推广活动：  
(a) The Eligible Client consents to having the referrals and his or her name disclosed to the person (s) referred by them to OCBC Bank; and  
合格客户同意将该推荐行为及其姓名披露给其推荐至华侨银行的人员；且  
(b) The Referred Client consents to having his or her name and status of successful signing up under the Programme disclosed to the Eligible Client.  
推荐客户同意将其姓名和成功注册本项目的状态向合格客户披露。
13. OCBC Bank reserves the right at its absolute discretion to terminate the Programme or vary, delete or add to any of these terms and conditions at any time without notice including without limitation, the eligibility of any Eligible Client and the dates of the Programme.  
华侨银行保留随时终止本项目或更改、删除或增加任何该等条款和条件的权利而不另行通知，包括但不限于任何合格客户的资格和本项目的日期。
14. This Programme is not valid with any other promotions or offers held or conducted by OCBC Bank.  
本项目不适用于华侨银行举办或实行的任何其他推广或促销活动。
15. OCBC Bank's decision on all matters relating to the Programme, is final, conclusive and binding on all participants. No appeal or correspondence will be entertained or accepted by OCBC Bank. OCBC Bank shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Programme.  
华侨银行对与本项目有关的所有事项的决定是最终的、决定性的并对所有参与者具有约束力。华侨银行不受理或接受任何上诉或通信。华侨银行没有义务就与本项目有关的任何事项向任何人提供任何理由或与任何人进行任何通信。
16. In the event of any inconsistency between these terms and conditions and any application form, brochure, marketing or promotional material relating to the Programme, these terms and conditions shall prevail.  
如果这些条款和条件与任何与本项目相关的申请表、宣传册、营销或推广材料不一致，应以本条款和条件为准。
17. If OCBC Bank subsequently discovers that a participant is in fact not eligible to participate in the Programme or any of the applicable conditions are not fulfilled, OCBC Bank may at its discretion forfeit the reward (or reclaim it, if already awarded, by debiting any account of the participant). No person shall be entitled to any payment or compensation from OCBC Bank should any reward be forfeited or reclaimed.  
如果华侨银行随后发现参与者事实上没有资格参与本项目或任何适用的条件未得到满足，华侨银行可酌情没收奖励（或在已经授予的情况下通过在参与者的任何账户进行抵扣以收回奖励）。如果任何奖励被没收或收回，任何人无权从华侨银行获得任何付款或补偿。
18. OCBC Bank shall not be liable to any person for any loss or damage in connection with the Programme, including without limitation, any error in computing any changes, 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.  
华侨银行对任何与本项目有关的损失或损害，包括但不限于计算任何变更时的任何错误、任何计算机系统或设备的任何损坏或故障等不承担责任。在不影响前述一般原则的情况下，华侨银行对丢失、迟发、误寄、损坏、缺损、难以辨认和/或逾期的邮件不承担任何责任。
19. OCBC Bank shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the Programme or any gift provided in relation to the Programme. Notwithstanding anything herein, OCBC Bank shall not at any time be responsible or held liable for any defect or malfunction in any gift provided in relation to the Programme, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the Programme, and/or the use of any gift provided in relation to the Programme, by any person.  
华侨银行不对礼品的质量、适销性及适用于任何特定目的的适用性或其他任何方面负责。无论本条款和条件的其他条款如何规定，华侨银行在任何时候均不对礼品的缺陷或故障，和/或任何人使用任何礼品导致的或与之有关的损失、损害、伤害或损伤负责。
20. These terms and conditions shall be governed by the laws of Singapore and the participants in the Programme irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.  
本条款及条件受新加坡法律约束且本项目参与人在此不可撤销地同意由新加坡法院享有非独家管辖权。
21. A person who is not a party to any agreement governed by these Terms and Conditions shall not have any right under Contracts (Rights of Third Parties) Act [Cap 53B] to enforce any of these Terms and Conditions.  
任何不是受本条款和条件约束的合同项下的签署方的人无权享有合同法案（第三方权利）（53B条）项下的任何权利来执行本条款和条件。
22. If there is any difference between the English and Chinese versions, the English version will apply.  
若本文与英文范本有所出入，一切以英文原文为依据。



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