

OANDA FXUni Terms and Conditions

Registration

In participating in the FXUni Education programme (the "**Education Programme**"), organised by OANDA ASIA PACIFIC PTE. LTD, assisted by Singapore universities¹ ("OAP"), you are deemed to accept these terms and conditions.

The Education Programme is open to all students of the said universities, regardless of age, nationality and country of residence.

Corporate or other entities are not eligible to participate in this Education Programme.

Each entry shall contain [details of contestants]. Multiple entries per participant are not permitted.

All participants are to register through their universities and comply with the specifications for submissions stipulated or otherwise approved by OAP. OAP reserves the right to disqualify entries that do not comply with these specifications. OAP accepts no responsibility for late, lost, garbled or misdirected entries.

All details and particulars submitted must be true, accurate and complete. Any incorrect or incomplete information submitted will result in the disqualification of the entry. By submitting your details and particulars, you consent to OAP using such information, and contacting you for the marketing efforts of OAP and/or its sponsor(s). You agree to participate in, at your own expense and all other publicity events in Singapore in relation to the Education Programme, without payment or compensation.

You further consent to the public disclosure of any statement, comment or quotation that you may give, and the reproduction, adaptation and translation into any language and publication of the same by OAP.

Relevant dates

The education portion of the Education Programme commences on 1st Feb 2010 and closes on 26 Feb 2010.

The contest portion of the Education Programme commences on 1st March 2010, 1300 hours and closes on 27 March 2010, 1300 hours.

Prizes of Contest

Prizes to be given includes:

- 1st – Trip to Bali (4D3N accommodation + airfare for 2 person)
- 2nd – iPod Touch2 (8GB)
- 3rd – iPod Nano (8GB)
- 4th – Toni & Guy Voucher
- 5th – Executive Makeover
- 6th to 10th – Pair of GV movie tickets

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Nanyang Technological University, National University of Singapore, Singapore Management University and Singapore Institute of Management.

2

iPod, iPod touch and iPod nano are trademarks belonging to Apple Inc. All other trademarks belong to their respective owners. This is not endorsed by, OANDA Asia Pacific Pte. Ltd. affiliated to or in any way associated with Apple Inc., Toni & Guy or Golden Village Cinemas.

OANDA Asia Pacific Pte Ltd is a wholly-owned subsidiary of OANDA Corporation, and holder of Capital Markets and Services Licence # CMS100122-2. OANDA Corporation is registered in the state of Delaware and is a registered Futures Commission Merchant (FCM) with the Commodity Futures Trading Commission (CFTC) and a member of the National Futures Association (NFA ID #0325821).

Trading in the leveraged Foreign Exchange market carries a high level of risk and may not be suitable for all investors. You should never put at risk, any amount that you cannot afford to lose. More details at: <http://www.oanda.sg/risk-disclosure.shtml>

All participants will receive a participation gift.

Prizes are not transferable, exchangeable or redeemable for cash, credit or other benefit in-kind. Prizes are also subject to the validity periods and any other terms and conditions as may be imposed by the prize sponsors. All prizes are not inclusive of any taxes and other expenses / costs, all of which are the sole responsibility of the winners.

The winners of the contest will be announced on 31st March 2010.

Winners will be notified by email or phone in accordance with the contact details provided with their entries. OAP may require proof of identity in relation to collection of the prize. Details of prize collection, transferability, acknowledgement of receipt will be communicated to the winners. Prizes not acknowledged within 48 hours of prize notification will be forfeited to backup winner(s).

The winners' names will also be published on the Website.

The decisions of OAP on all matters relating to the Education Programme, including but not limited to the eligibility of participants, conduct of the Education Programme, the winners of the contest, and the determination or replacement or substitution of any winners or prizes, shall be final and no correspondence with participants will be entertained.

Internship

As part of the Education Programme, certain students may at OAP's sole discretion qualify for a period of internship with OAP.

Qualifying students are subject to an assessment process by OAP. Student(s) selected for the internship will have to sign a separate Non-Disclosure Agreement with OAP.

Intellectual Property Rights

The entire right, title and interest (including intellectual property rights) in and to the entries (whether or not prize winning) and all materials submitted with your entry, and in and to all works based upon, derived from, or incorporating your entry or any part thereof shall vest exclusively in OAP, its successors and assigns. You shall do all things and sign and execute all documents as OAP may reasonably require to perfect, protect or enforce any intellectual property rights assigned to OAP under this terms and conditions.

OAP shall be entitled, without further reference to you, to exercise all intellectual property rights in your entry, including the use, adaptation, modification, reproduction, translation, exhibition, publication, display and archival of your entry or any part thereof in any context and with or without other material, in any medium now known or hereafter devised, whether or not for profit, for the full period of protection arising pursuant to the laws in force in any part of the world including all renewals reversions and extensions and to authorise others to do the same. In no event shall OAP be required to use any entry, whether in whole or in part. OAP, OAP's representative offices, authorized agencies, contractors and sponsors, and the directors, officers, employees and assignees thereof shall not be liable for (a) any claim, damage, loss, injury or inconvenience arising out or in connection with the education programme or any prize, including the award thereof to or use thereof by any person; (b) any event of force majeure, including without limitation any calamity or conditions, acts of God, war or warlike hostilities, civil commotion, riots, blockades, embargoes, sabotages, strikes, fires, lockouts, shortages of material or labour, terrorist activity, epidemic, quarantine restrictions, health risk or any other occurrence beyond the reasonable control of OAP nor any of OAP's representative offices, authorized agencies, contractors and sponsors; (c) any entries or other communications that have been lost, late, illegible, incomplete, tampered with, corrupted, mutilated, misdirected or undelivered for any reason; or (d) any defect, failure, interruption, breakdown, malfunction, delay or unavailability of any postal services, machine, computer system, hardware, software, data processing system, email account, communications network or transmission link or other cause that in any way prevents or limits any person's ability to submit a valid entry to the Contest or receive communications or that causes any damage to any person's computer systems.

You hereby release OAP, OAP's representative offices, authorized agencies, contractors and sponsors, and the directors, officers, employees and assignees thereof, completely from any and all claims, demands, causes of action, expenses, damages, attorneys' fees, obligations and suits, of any kind, in law, equity or otherwise, whether known or unknown, disclosed and undisclosed, now or hereafter arising out of or in connection with the contest, any prizes, your breach of any term or warranty of this terms and conditions and/or your acts or omissions in relation thereto. You further agree to indemnify and hold harmless OAP, OAP's representative offices, authorized agencies, contractors and sponsors, and the directors, officers, employees and assignees thereof, from and against any and all such claims, demands, causes of action, expenses, damages, attorneys' fees, obligations and suits.

No Liability

OAP shall not be held liable for any loss or damages suffered by the participants as a result of:-

- Any entries which are rendered void for whatever reasons, including any lost, late, misdirected, damaged, illegible or incomplete entries; or
- Any telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, failures, errors, delays or difficulties of any kind; or
- Any condition caused by events beyond the control of OAP that may cause the Education Programme to be disrupted or corrupted; or
- Any injuries, losses, or damages of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Education Programme; or
- Any printing or typographical errors in any materials associated with the Education Programme; or
- Failed, incomplete, garbled, or delayed computer transmissions.