

## TERMS AND CONDITIONS GOVERNING UOB CASHPLUS 60 DAYS FREE CASH PROMOTION (APRIL 2017) ("TERMS AND CONDITIONS")

- 1. This UOB CashPlus 60 Days Free Cash promotion (April 2017) Promotion ("Promotion") is only applicable to UOB CashPlus account issued by United Overseas Bank Limited ("UOB") in Singapore ("UOB CashPlus") and whose UOB CashPlus account(s) is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion; and who are the designated addressee(s) of this Promotion's direct mailer (each a "Customer", collectively the "Customers").
- 2. This Promotion is available from 18 April 2017 to 18 May 2017 (both dates inclusive) ("Promotion Period").
- 3. During the Promotion Period, Customers who successfully apply for 60 Days Free Cash from his/her UOB CashPlus account to his/her designated receiving bank account ("Bank Account"), shall be eligible to enjoy the Promotional Interest Rate (defined below), provided always that:
  - a. the Transfer shall be done by way of a cheque which is enclosed with this mailer ("Cheque");
  - the amount of the Transfer ("Transfer Amount") must be a minimum of \$\$1,000, below \$\$100,000 and cannot exceed the Customer's available credit limit on his/her UOB CashPlus (such available credit limit is determined as of the date UOB processes the Cheque);
  - c. the Bank Account into which the Transfer Amount is to be credited shall be clearly indicated on the back of the Cheque;
  - d. the Bank Account must be a Singapore dollar denominated bank account opened and maintained in the name of the Customer; and
  - e. Customers must complete the Cheque, and deposit the Cheque for clearance at any branch of the Bank which the Bank Account is held with by 18 May 2017.
- 4. Without limiting the generality of the foregoing,
  - a. the Cheque is only valid till 18 May 2017. Any Cheque deposited after 18 May 2017 shall be rejected and shall not be eligible for this Promotion;
  - UOB has the discretion to reject, without any prior notice or giving any reason, any Cheque where the Transfer Amount is not of a minimum of \$\$1,000 or not below \$\$100,00 or exceeds the Customer's available credit limit on his/her UOB CashPlus account;
  - c. UOB Bank Accounts with any overdraft facilities are not eligible for this Promotion;
  - d. any Cheque which is incomplete or contains wrong details will not be eligible for this Promotion. UOB is not responsible for any bounced Cheque;
  - e. no alteration or amendment is allowed on the Cheque. The Cheque is only valid for onetime use only before the expiry of the Promotion Period. Returned Cheques are not to be presented for a second time;
  - f. when UOB processes the Cheque, the Customer's available credit limit on his/her UOB CashPlus Account (as at that date) will be reduced by an amount equal to the Transfer Amount, but will be accordingly reinstated upon UOB's receipt of payment(s) from the Customer; and



- g. UOB may, at its discretion, reject any Cheque or Transfer without giving any reason or prior notice to the Customers or being liable to any person.
- 5. The Transfer is deemed as a withdrawal (as governed by the terms and conditions in the Terms and Conditions Governing UOB CashPlus ("Agreement") and the Transfer Amount is deemed as a withdrawal amount which is eligible for 0% interest ("Promotional Interest Rate"). This Promotional Interest Rate is only applicable to the Transfer Amount and is only valid during the Promotional Interest Rate Term.

The "Promotional Interest Rate Term" is the earlier of:

- a. period of 2 months from the date of the Customer's next UOB CashPlus account statement following the date the Cheque is cleared; or
- b. the period from the date the Cheque is cleared (i.e. the Transfer Amount is credited into the Bank Account) until the date the Transfer Amount is fully repaid to UOB.
- 6. After the expiry of the Promotional Interest Rate Term, any Transfer Amount remaining due and owing shall be subject to the prevailing charges, fees and interest for withdrawal. For the avoidance of doubt, the repayment of the Transfer Amount will be deemed as a repayment of a withdrawal, and is subject to the terms and conditions in the Agreement.
- 7. The Cheque and Transfer status will be informed to the Customer by ordinary post to the mailing address last known to UOB within two (2) weeks from the approval.
- 8. When the Transfer Amount is:
  - a. drawn down from the Customer's available credit limit on his/her UOB CashPlus; and
  - b. credited in one lump sum into the Bank Account, the Cheque is deemed to be cleared.
- 9. The Customer is responsible for ensuring that he/she has sufficient funds to make repayment of the Transfer Amount.
- 10. The Customer remains liable for the full repayment of the Transfer Amount, notwithstanding any cancellation of the UOB CashPlus account or closure of the UOB CashPlus account.
- 11. UOB shall not be responsible or liable:
  - a. for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under the terms and conditions of this Promotion, due directly or indirectly to the failure any machine or communication or computer system, postal or telecommunication authorities or any other parties, industrial dispute, war, Act of God, or anything outside the control of UOB;
  - for any notice or communication, direct mailer, or Cheque which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected or which the Customer or UOB does not receive;
  - c. for any breakdown or malfunction in any computer system or equipment; or
  - d. for any costs, losses, damages, claims, expenses and/or injuries of any Customer or any other person howsoever incurred or suffered, save for the Customer's direct loss, to the extent such loss is caused directly by UOB's fraud, gross negligence or willful misconduct arising in connection with this Promotion.



- 12. When UOB determines a matter in its opinion, the determination is made at UOB's discretion. UOB's determination of all matters relating to this Promotion shall be final, binding and conclusive and UOB shall not be required to provide any reason or prior notice for their act or refusal unless required by the law. No appeals, communication, claims, correspondence and enquiries will be entertained. UOB shall not be liable for any claims, payment or compensation (whether in cash, credit or kind) arising from UOB exercising its rights hereunder.
- 13. Notwithstanding anything to the contrary, UOB is entitled at its discretion, and at any time without giving any reason or prior notice or assuming any liability to any person, to amend, delete or vary any of the these Terms and Conditions (including but not limited to varying the Promotion Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Customer, and all UOB Customers shall be bound by these amendments). The Terms and Conditions and amendments made to them from time to time shall apply to Customers who participate in this Promotion. The prevailing Agreement (available at uob.com.sg/cashplus) ("Standard Terms") continue to apply and be binding on the Customer.
- 14. If there is any conflict or inconsistency between the Terms and Conditions and the Standard Terms, the Terms and Conditions shall apply over the Standard Terms in respect of matters relating to this Promotion.
- 15. All information is correct at time of printing. While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy. In the event of any inconsistency between the Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with this Promotion, the Terms and Conditions shall prevail.
- 16. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.
- 17. A person who is not a party to the Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term herein.
- 18. These Terms and Conditions and all matters arising out of or in connection thereto shall be governed by the laws of the Republic of Singapore and the Customers irrevocably agree to submit to the exclusive jurisdiction of the Courts of Singapore. This clause does not limit UOB's right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.

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