

**Terms and Conditions Governing “Stand to win S\$500 worth of Club 21 vouchers with UOB Card. Double your chances with every S\$500 nett spend” Lucky Draw**

**1 Eligibility and Qualifying Period**

- 1.1 The “Stand to win S\$500 Club 21 vouchers with UOB Cards. Double your chances with every S\$500 nett spend” Lucky Draw” (**“Draw”**) is open to Eligible Cardmembers (as defined in Paragraph 1.5 below) subject to the terms and conditions of this Draw (**“Terms and Conditions”**). Participation in the Draw is deemed acceptance of these Terms and Conditions.
- 1.2 The qualifying period for the Draw commences from 21 October 2015 to 25 October 2015 (both dates inclusive) (**“Qualifying Period”**).
- 1.3 Without limiting the generality of the above, the following persons shall not be eligible for the Draw:-
- (a) Directors or employees/staff of United Overseas Bank Limited (**“UOB”**) or any of UOB’s subsidiaries during the Qualifying Period and their immediate family members;
  - (b) Employees and staff of any UOB’s partners, auditors, advertising agency, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promotion and/or conducting the Draw and their immediate family members or who have an interest in Draw;
  - (c) Persons who during the Qualifying Period are or have become mentally incapacitated, deceased, insolvent or who face legal incapacity;
  - (d) Eligible Cardmembers whose UOB Card’s accounts is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime during the Qualifying Period;
  - (e) Persons who face legal proceedings of any nature or have any legal proceedings of any nature threatened against them;
  - (f) Eligible Cardmembers whose accounts are terminated, closed or suspended at anytime during the Qualifying Period.
  - (g) Persons whose UOB Cards accounts are not valid, subsisting or in good standing or which are otherwise determined by UOB in its absolute discretion as being delinquent or unsatisfactorily conducted for any reason as may be determined by UOB at its discretion; and
  - (h) Any other persons as UOB may decide to exclude at its discretion without notice and without furnishing any reason.
- 1.4 Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and without having to give any reason, to determine the eligibility of the participants to participate in the Draw.
- 1.5 These terms when used in the Lucky Draw have the following meanings:-
- (a) **“Club 21”** refers to Club 21 Pte Ltd in Singapore only.

- (b) “**Eligible Cardmembers**” means all principal holders of a UOB Card whose UOB Card and whose UOB Card accounts are valid, subsisting, in good standing and satisfactorily conducted, as determined by UOB at its discretion.
- (c) “**Qualifying Spend**” refers to the aggregate of all Transactions and shall exclude any voided/cancelled/disputed/reversed Transactions for any reason. For the avoidance of doubt, the benefit of all and any Transactions incurred by the relevant supplementary holder of a UOB Card in respect of the Lucky Draw at the Club 21 Bazaar 2015 at F1 Pit and which is charged to the UOB Card during the Qualifying Period shall accrue to the applicable Eligible Cardmember.
- (d) “**Transactions**” refers to posted retail spend made by the Eligible Cardmember and the relevant supplementary holder of a UOB Card at the Club 21 Bazaar 2015 at F1 Pit and which is charged to the UOB Card during the Qualifying Period – the posted retail spend must be reflected as a “*Club 21 – Bazaar@Pit Bldg*” transaction on the applicable issued terminal slip.
- (e) “**UOB Card**” refers to any credit or debit card issued by UOB in Singapore but shall exclude UOB China Union Pay credit and/or debit cards.

## 2 Lucky Draw – Entry

2.1 The following lucky draw chances will be awarded to an Eligible Cardmember:-

- (a) One (1) lucky draw chance for a Qualifying Spend which is worth less than S\$500.00 nett ; and
- (b) Two (2) lucky draw chances for each multiple of S\$500.00 for Qualifying Spend which is worth S\$500.00 nett or more.

*Example (which is merely for illustration purposes only)*

	<b><u>Qualifying Spend made during the Qualifying Period</u></b>	<b><u>Lucky Draw Chance Awarded to Eligible Cardmember</u></b>
(i)	Eligible Cardmember spends <b>S\$300.00 worth of Qualifying Spend</b>	<b>1 lucky draw chance</b>
(ii)	Eligible Cardmember spends <b>S\$900.00 worth of Qualifying Spend</b>	$S\$900.00/S\$500 = 1$ $= 2 \text{ lucky draw chances} \times 1$ <b>= 2 lucky draw chances</b>
(iii)	Eligible Cardmember spends <b>S\$1,200.00 worth of Qualifying Spend</b>	$S\$1,200.00/S\$500 = 2.40$ $= 2 \text{ lucky draw chances} \times 2$ <b>= 4 lucky draw chances</b>

	<u><b>Qualifying Spend made during the Qualifying Period</b></u>	<u><b>Lucky Draw Chance Awarded to Eligible Cardmember</b></u>
(iv)	<p>Eligible Cardmember spends <b>S\$900.00 worth of Qualifying Spend</b></p> <p>First relevant supplementary holder of a UOB Card spends <b>S\$500.00 worth of Qualifying Spend</b></p> <p>Second relevant supplementary holder of a UOB Card spends <b>S\$400.00 worth of Qualifying Spend</b></p> <p><b>Total Qualifying Spend</b>            =S\$900.00+S\$500.00+S\$400.00            = <b><u>S\$1,800.00</u></b></p>	<p>S\$1,800.00/S\$500 = 3.6            = 2 lucky draw chances X 3</p> <p>= <b>6 lucky draw chances</b></p>

- 2.2 There is no limit to the number of lucky draw chances awarded to each Eligible Cardmember. For the avoidance of doubt, the lucky draw chances are only awarded to the Eligible Cardmember and will not be awarded to any relevant supplementary holder of a UOB Card.
- 2.3 All Qualifying Spend must be posted and captured in UOB's system during the Qualifying Period in order to qualify for the Draw
- 2.4 UOB is not responsible to ensure that the Qualified Spend is/are posted promptly and shall not be responsible for:-
- (a) any failure or delay in the transmission of evidence of sales transactions by MasterCard/Visa/AMEX, acquiring merchants for the foregoing, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other party(s) which may result in a Qualifying Spend charged by an Eligible Cardmember being omitted from the allocation of chances by UOB during the Qualifying Period; or
  - (b) any late posting of the Qualifying Spend and thereby affecting the Eligible Cardmember's eligibility for the Draw or allocation of chances to the Eligible Cardmember.
- 2.5 Notwithstanding the foregoing, UOB has the absolute discretion to effect any adjustment, forfeiture or disqualification of the chances allocated for the Draw. UOB's transaction records of all matters relating to the Draw and UOB's determination of the allocation shall be final and conclusive and binding on the Eligible Cardmember. No appeal, correspondence or claims will be entertained.

### **3 Lucky Draw – Draw Date and Prizes**

- 3.1 Unless UOB notifies otherwise, the lucky draw ("**Lucky Draw**") will be conducted on 29 October 2015 by 6pm using an electronic or computerized system at 480 Toa Payoh Lorong 6, #25-00 HDB Hub East Wing, Atrium, Singapore 310480 or at such

other date and time as UOB may determine at its discretion, without prior notice or giving any reason (“**Draw Date**”).

- 3.2 Only ten (10) Eligible Cardmembers (collectively the “**Winners**”) will be selected/drawn at random on the Draw Date by such methods and via an electronic or a computerized system as deemed fit and/or appropriate by UOB at its absolute discretion. Notwithstanding anything to the contrary, UOB reserves the right to draw eligible reserve winners to substitute any Winner subsequently found to be ineligible or disqualified. UOB’s determination of the Winner shall be final, conclusive and binding. No appeal, correspondence or claims or payments of compensation will be entertained.
- 3.3 Each Winner is entitled to S\$500.00 worth of Club 21 vouchers (“**Prize**”). Club 21 may impose terms and conditions on the redemption and use of the Prize. Each Winner is entitled to **only one (1) Prize** irrespective of the number of times that the Winner’s name may be drawn in subsequent drawings on the Draw Date.
- 3.4 All prices and value of the Prize set out in any advertising, promotional, publicity and other materials are purely indicative and for information purposes only and such prices and value may vary in accordance with market fluctuations and other market conditions. UOB accepts no liability for any loss howsoever arising from the use of or reliance on such indicative prices and values.
- 3.5 The Prize is not transferable or exchangeable for cash or otherwise, in full or in part. Any unused portion of the Prize cannot be retained or refunded in cash, credit, other gifts or otherwise in full or in part.
- 3.6 UOB may, at any time without prior notice and without furnishing any reason and in its absolute discretion, withdraw or substitute the Prize with other items of similar value. UOB’s determination of the substituted Prize shall be final, conclusive and binding. No appeal, correspondence or claims or payment of compensation will be entertained.

#### **4 Prize – Notification and Award of Prize**

- 4.1 (a) Each Winner will be notified by 5 November 2015 by phone call, based on the last known contact details of that Winner in UOB’s records, that (i) he/she is a winner of the Lucky Draw; and (ii) a letter (“**Notification Letter**”) will be sent to the Winner to set out how the Winner can claim the Prize. The Notification Letter shall be sent by ordinary post to the Winner based on the last known address of the Winner in UOB’s records. The posting and/or publication of the results of the Draw and the Lucky Draw shall be conclusive proof of notification to the Winner(s).
- (b) UOB does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in the Winner’s receipt of the Notification Letter or any Notification Letter which has expired or gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected in the post. Any Notification Letter that is expired, lost, misplaced, tampered with, defaced, stolen, misdirected or damaged is strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for any uncollected Prize or any Notification Letter which is expired, lost, tampered with, misplaced, defaced, stolen, misdirected or damaged.

- 4.2 The Winner needs to present proof of identification together with such other additional documents that UOB requires in order to claim the Prize. Further details of the method to claim the Prize will also be set out in the Notification Letter.
- 4.3 The redemption of the Prize is subject to the terms and conditions accompanying them.
- 4.4 The Prizes must be claimed by 5 January 2016. Any Prize which remains unclaimed by 5 January 2016 will be forfeited (with no liability on the part of UOB to any of the Winners whose Prize was forfeited) and the Prize shall be donated to the Community Chest or to such other charitable organisation as may be determined by UOB at its discretion. The Winner whose Prize has been forfeited is not entitled to any payment or compensation whatsoever notwithstanding any non-receipt of notification.
- 4.5 The Prize must be collected in person by the Winner or by an authorised representative of the Winner. The representative must present the original duly completed authorisation letter from the Winner and both the Winner's and authorized representative's NRIC or passport at point of collection.
- 4.6 If any person is subsequently discovered to be ineligible or not entitled to participate in the Lucky Draw or ineligible to receive the Prize, UOB reserves the right to forfeit and/or to reclaim the Prize at UOB's discretion through such modes as shall be determined by UOB at its discretion, without having to give any reason and without any payment or compensation, and confer the same on any other person as may be selected by UOB in any manner as UOB may deem fit at its absolute discretion and which said person shall then be the winner.

## **5 Participation and Personal Data**

- 5.1 By participating in the Draw, Eligible Cardmembers agree to be bound by the rules, regulations and decisions of UOB, by the terms contained herein, and by any other applicable terms and conditions. Failure to comply with any of the foregoing will result in a disqualification from the Draw and for the Lucky Draw.
- 5.2 By participating in the Draw, the Eligible Cardmember is deemed to have consented to the collection, use and disclosure of his/her personal data by UOB, the organizers, sponsors, promoters and/or their respective contractors for verifying the eligibility of the Eligible Cardmember, conducting the Draw and the Lucky Draw, announcing/publicity of the Winners of the Draw and the Lucky Draw (including having the Winner's photo and video taken/published), contacting the Eligible Cardmember regarding the foregoing, and all purposes and promotions incidental to the Draw. An Eligible Cardmember who withdraws his/her consent to collection, use and disclosure of his/her personal data under this paragraph 5 (Participation and Personal Data) shall be disqualified from the Draw and the Lucky Draw.
- 5.3 The Winner shall, if required by UOB, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Promotion at his/her own costs.
- 5.4 The Winner consents to UOB using the name, identification/passport number, pictures/photographs of the Winner and such other information for print advertisements or other publicity materials without any compensation whatsoever and in such manner as UOB deems fit. The Winner agrees to co-operate with UOB

for its publicity purposes without any compensation whatsoever and in such manner as UOB deems fit.

- 5.5 If you do not wish to participate in the Draw, please kindly notify UOB of the same at UOB Call Centre Hotline 1800 222 2121.

## **6 General**

- 6.1 The decisions of UOB on all matters relating to the Draw (including, without limitation, the Lucky Draw) and the UOB Card are final, conclusive and binding. UOB shall not be obliged to give any reason or prior notice on any matter concerning the Draw (including, without limitation, the Lucky Draw) and the UOB Card. No appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of the Draw (including, without limitation, the Lucky Draw).
- 6.2 UOB shall not be liable or responsible in any manner whatsoever for any loss to or expense whatsoever to any person in connection with this Lucky Draw /Draw howsoever arising, including, without limitation, any error in computing or allocating chances, any breakdown or malfunctions in any computer system or equipment, the use of the wrong card terminal by Club 21 staff to swipe the applicable UOB Card or any notice or Prize which is misdirected or lost in the post.
- 6.3 UOB shall not be liable or responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the products and/or services provided by third parties as part of the Prize or the acts or defaults of the manufacturer, merchant, agent, supplier or service provider of the Prize or defects or deficiency in the Prize or goods or services offered in the Lucky Draw. UOB shall not at any time be held liable or responsible for any loss, injury, damage, or harm suffered as a result of availing the products and/or services or the Prize or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the redemption or usage of or purchase of the goods and services offered in or associated with the Draw or arising from or in connection with the Draw howsoever arising.
- 6.4 UOB is not an agent of Club 21 or the manufacturer, merchant, agent, supplier or service provider. Any dispute must be resolved directly with Club 21 and the manufacturer, merchant, agent, supplier or service provider. Club 21 and the manufacturer, merchant, agent, supplier or service provider may impose conditions for the redemption and use of the Prizes or the goods or services.
- 6.5 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at its reasonable discretion to unilaterally terminate the Draw or vary, delete or add to any of these Terms and Conditions from time to time, including, without limitation, the eligibility criteria, the basis of allocating the Draw chances, the number of Draw chances allocated, the date of the Lucky Draw, the Prizes for the Draw and the selection of the winner(s) of the Draw and the timing of any act to be done, and all Eligible Cardmembers shall be bound by these amendments.
- 6.6 Participation in the Draw is subject to these Terms and Conditions. The prevailing UOB Cardmembers Agreement, the prevailing UOB Debit Cardmember Agreement and all the prevailing terms and conditions governing each of the UOB Cards shall also apply (collectively the “**Terms**”) and are to be read together with these Terms and Conditions. Refer to [uob.com.sg](http://uob.com.sg) for the full Terms. In the event of any conflict



or inconsistency between these Terms and Conditions and any of the Terms, these Terms and Conditions shall prevail only to the extent of matters relating to the Lucky Draw. 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 any event of any inconsistency between these Terms & Conditions and any brochure, marketing or promotional material relating to the Draw (including, but not limited to, the terms and conditions contained therein), these Terms and Conditions shall prevail.

- 6.7 The Terms and Conditions are governed by the laws of Singapore, and all Eligible Cardmembers shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 6.8 The Draw is authorized under the Singapore Lucky Draw reference number **LD/1562/2015**.
- 6.9 A person who is not a party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any terms of such agreement or these Terms and Conditions.
- 6.10 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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