

**“SingTel-UOB HTC Desire 510” Promotion
Terms and Conditions (“Terms and Conditions”)**

1. Eligibility for Promotion

1.1 The **“SingTel-UOB HTC Desire 510” promotion (“Promotion”)** is open during the period commencing from 1st November to 31st December 2014, both dates inclusive (**“Promotion Period”**) to the first (1st) five hundred (500) Cardmembers (as defined under Paragraph 1.3 below) (**“Participating Cardmembers”**) who:-

- (a) who has a Qualifying Amount (as defined under Paragraph 1.3 below) charged to the Credit Card account of that Cardmember and/or the account of the applicable supplemental Credit Card during the Promotion Period; and
- (b) complies with all the Terms and Conditions.

1.2 Notwithstanding Paragraph 1.1 above, the following Cardmembers are not eligible to take part in the Promotion:-

- (b) Cardmembers whose Eligible Card account(s) is/are not valid, subsisting or in good standing or which are otherwise determined by UOB as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its discretion;
- (d) Cardmembers whose Credit Card account is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period and for the avoidance of doubt, termination of a Supplemental Cardmember's Credit Card account(s) will not by itself disqualify the applicable principal Cardmember from the Promotion.;
- (e) Cardmembers who are or have become mentally incapacitated, deceased, insolvent, bankrupt or have (or any threat of) legal proceedings of any nature instituted against them or faces legal incapacity;
- (f) Cardmembers whose Credit Card accounts are deemed to be delinquent or unsatisfactorily conducted as determined by the Bank at its discretion;
- (g) Cardmembers who the Bank may decide to exclude at its discretion without notice and without furnishing any reason, at any time.

1.3 The following terms used in the terms and conditions of the Promotion are defined as follows:-

- (a) **“Cardmembers”** means all principal cardmembers of a Credit Card whose Credit Card is issued in Singapore and whose Credit Card accounts are valid, subsisting and in good standing and satisfactorily conducted as determined by the Bank at its discretion.
- (b) **“Credit Card”** shall mean a SingTel-UOB credit card issued by United Overseas Bank Limited (**“Bank”**) in Singapore.
- (c) **“Excluded Transactions”** shall mean (i) cash advances, late payment, balance and/or funds transfer, SmartPay, payments at government agencies, utilities bill payments, fees (including, but not limited to, annual fees, cash advance fees, late payment fees), reversals, interest charges and any finance charges made by the Cardmember using the Credit Card; (ii) balances owing on the Eligible Card accounts from months that do not fall within the Promotion Period and/or (iii) any transaction that was subsequently cancelled, voided or reversed for any reason. The Bank reserves the right, at any time at its discretion, to amend or vary this list without any reasons, prior notification and/or assuming any liability to any party and shall not be

liable to pay any compensation or enter into any correspondence in connection with the same. All Cardmembers shall be bound by these amendments or variation.

- (d) **“Qualifying Amount”** refers to the total minimum sum of Singapore Dollars Four Thousand (S\$4,000.00) worth of Transactions charged either to the account of the Credit Card of an Participating Cardmember and/or to the account of the applicable supplementary Credit Card during the Promotion.
- (e) **“Transactions”** shall mean all posted retails transaction(s) (whether local or overseas) successfully carried out on and charged to the Credit Card account of the Participating Cardmember during the Promotion Period and which are successfully captured/posted on the Bank’s systems during the Promotion Period BUT shall exclude the Excluded Transactions. For the avoidance of doubt, the benefit of all Transactions incurred by a supplementary cardmember of a Credit Card (**“Supplemental Cardmember”**) in respect of the Promotion shall accrue to the Participating Cardmember and the termination of a Supplemental Cardmember’s account will not by itself disqualify the Cardmember from the Promotion.

1.4 Notwithstanding anything herein to the contrary, the Bank has the discretion at any time and from time to time to determine:-

- (a) the eligibility and/or ineligibility of any Cardmember for the Promotion and whether the Eligible Cardmember is entitled to the Gift (as defined under Paragraph 2 below);
- (b) a Credit Card is valid;
- (c) charges made to the Eligible Card qualify as Qualifying Transactions for the purposes of the Promotion,

and such determination shall be final, binding and conclusive. The Bank shall not be obliged to give any reasons thereof and shall not be obliged to make any payment or compensation whatsoever to Cardmembers rendered ineligible for participation in the Promotion.

2. Gift

- 2.1 Each Participating Cardmember (**“Eligible Cardmember”**) who has successfully registered himself/herself to participate in the Promotion via Electronic Short Message Service (SMS), by keying in HTC<space>NRIC and sending it to 77862 and in accordance with Paragraph 3 below (and the Bank must have received the said SMS during the Promotion Period) shall be entitled to only ONE (1) HTC Desire 510 (black) (worth SGD268.00) (**“Gift”**) irrespective of, inter alia, the number of times that the Eligible Cardmember may have registered to participate in the Promotion and/or exceed the Qualifying Amount. The Promotion is on a *“while stocks last”* basis and a *“first-come, first-served”* basis.
- 2.2 The Bank has the right, at any time and from time to time in its discretion and without prior notice, giving any reason or assuming any liability or payment of compensation to any person, to replace or substitute the Gift with another item. The Bank’s determination of the replaced and/or substituted items shall be final, conclusive and binding.
- 2.3 (a) A redemption letter (**“Redemption Letter”**) will be sent by the Bank to the Eligible Cardmember by 28 February 2015 to the last known address of the Eligible Cardmember maintained in the Bank’s records. Details of the redemption will also be set out in the Redemption Letter. The Bank does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in the Eligible Cardmember’s receipt of the Redemption Letter or any Redemption Letter which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has expired. Original Redemption Letter and proper

identification (original NRIC/Passport) must be presented at the point of collection/redemption.

- (b) Redemption of the Gift at the relevant redemption centres must be made in accordance with the terms of the Redemption Letter failing which the Redemption Letter shall be null and void and the Redemption Letter and the Gift shall be forfeited. Any Eligible Customer whose Redemption Letter and/or the Gift has been forfeited or whose Redemption Letter has become null and void shall not be entitled to a replacement redemption letter or replacement Gift or any payment or compensation notwithstanding non-receipt of the Redemption Letter. Any Redemption Letter that has expired or Redemption Letter or Gift which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged is strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for any uncollected Gift or any Redemption Letter or Gift which has expired or which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged.

- 2.4 The Gift is not transferable or exchangeable for cash, credits, other gifts or otherwise in full or in part or refundable. The Bank assumes no liability or responsibility for and will not be liable or responsible for any defect, quality, merchantability, the fitness or any other aspect of the Gift or the goods or services offered in the Promotion or the acts or defaults of the manufacturer, merchant and/or suppliers of the Gift or defects or deficiency in the Gift or the goods or services offered in the Promotion. The Bank is not an agent of the manufacturer, merchant and/or suppliers. Any dispute about the quality or service standard must be resolved directly with the manufacturer, merchant and/or suppliers. The manufacturer, merchant and/or suppliers of the Gift or the goods or services offered in the Promotion may impose conditions for redemption and use of the Gift or the goods or services offered in the Promotion. The Bank assumes no liability or responsibility for and will not be liable or responsible for any injury, loss or damage whatsoever 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 the goods and services offered in the Promotion or the Gift including, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection with the Promotion and/or the Gift or Credit and/or use of the goods or services offered in the Promotion or arising from or in connection with the Promotion howsoever arising.
- 2.5 Notwithstanding anything to the contrary, the Bank reserves the right to select reserve Eligible Cardmembers to substitute any Eligible Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion or where the Eligible Cardmember is unable to furnish any proof that he/she is the same person who made the SMS registration referred to under Paragraph 2.1 above, including, but not limited to, presenting documentary evidence of proof of name and identification number.
- 2.6 If any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Gift, the Bank reserves the right, at any time and at its discretion,-
 - (i) to forfeit/reclaim the Gift through such modes as shall be decided by the Bank at its discretion, including, but not limited to, by directly debiting the value of the Gift from the Eligible Cardmember's account(s) maintained with the Bank without having to obtain the prior consent of the Eligible Cardmember; and
 - (ii) award or dispose of it/them in such a manner and to such person/persons as the Bank deems fit at its absolute discretion without payment or compensation whatsoever or without giving any reason to the Eligible Cardmember whose Gift was forfeited or reclaimed.

No person whose Gift has been forfeited or reclaimed shall be entitled to and the Bank shall not be liable to any party for any payment or compensation whatsoever and shall not be required to give any reason or prior notice whatsoever notwithstanding any non-receipt of notification.

3. SMS Registration

- 3.2
- (a) The Eligible Cardmember will receive a confirmation SMS from the Bank once he/she completes the registration process referred to under Paragraph 2.1 above.
 - (b) All registrations in respect of the Promotion must be done via SMS by the Eligible Cardmember. Only SMSes received by the Bank shall be considered for the Promotion. Any incomplete or inaccurate SMS registration will not be considered and will be disqualified.
 - (c) SMS registration starts from 12:00 am on 1 November 2014 and ends on 11:59 pm on 31 December 2014, Singapore date/time. SMS entries received by the Bank before 12:00 am on 1 November 2014 or after 11:59 pm on 31 December 2014 will not be eligible for the Promotion and will be considered invalid and void.
 - (d) SMS registrations submitted in a form differing from that set out by the Bank will be automatically disqualified.
 - (e) Sending of the SMS and receipt of SMS confirmation is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is/are engaged by the Bank for the Promotion and the Bank shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Cardmember. The Cardmember shall pay and be solely responsible for all fees and charges imposed by such service providers for the sending and/or receipt of any SMS in connection with the Promotion.
 - (f) By participating via SMS registration, the Cardmember consents to the disclosure of information including, but not limited to, the Cardmembers' credit card number to the vendor, independent telecommunication authorities or service provider or such other third party which is engaged by the Bank for the Promotion. The Cardmember authorises the Bank to disclose any information regarding the Cardmember and the Cardmember's relevant Credit Card account to such parties for the purposes of the Promotion.
 - (g) Notwithstanding anything herein, the Bank may at any time in its discretion and without giving prior notice, determine the eligibility of any SMS registration.
 - (h) The SMS vendor, independent telecommunication authorities or service provider or such other third party is a third party and is independent and beyond the control of the Bank. The Bank shall not be responsible in any manner whatsoever for the delay in the transmission or receipt of any SMS.
- 3.3 Voluntary cancellation or termination of supplementary Credit Card account will not by itself disqualify an otherwise Eligible Cardmember from the Promotion.
- 3.4 All Transactions must be charged to the account of the Credit Card of the Eligible Cardmember or to the account of the applicable Supplemental Cardmember. The Bank is not responsible for any failure or delay in the transmission of the transactions by any party including but not limited to acquiring merchants, merchant establishments, or any telecommunication provider.

- 3.5 If a Transaction is cancelled or reversed after the Promotion Period is over and the total amount spent during the Promotion Period falls short of the Qualifying Amount, the Eligible Cardmember will not be considered to have spent the Qualifying Amount.

4. **General**

- 4.1 (a) The Bank shall not be liable if it is unable to perform its obligations under the Terms and Conditions, due directly or indirectly to the failure of the SMS vendor, the telecommunication authorities or service provider or such other third party which maybe engaged for the Promotion, any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of the Bank.
- (b) The Bank shall not be responsible or liable:-
- (i) for any failure or delay in the transmission or receipt of:-
- (1) evidence of sale transactions by MasterCard/Visa/Unionpay/JCB/CUP/American Express acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities/provider or any other parties which may result in a charge incurred or made by the Eligible Cardmember or the applicable Supplemental Cardmember being omitted from being posted to the Eligible Cardmember's account and/or captured in the Bank's system during the Promotion Period;
- (2) SMS by or from any SMS vendor, independent telecommunication authorities or service providers or such other third party which maybe engaged for the Promotion which may result in the SMS not being received by the Bank and therefore the Eligible Cardmember being omitted from participating in the Promotion; or
- (ii) for any late posting of the Transactions or for any failure in the Transactions being transacted by the Credit Card or being captured in the Bank's system;
- (iii) for any notice or communication, SMS or Gift which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected; or
- (iv) for any breakdown or malfunction in any computer system or equipment.
- 4.2 Notwithstanding anything in the Terms and Conditions, the Bank may at any time vary, modify, add or delete any of the Terms and Conditions, including but not limited to terminating or withdrawing the Promotion or amending the duration of the Promotion Period without giving any reason, prior notice and/or assuming any liability to any party and shall not be liable to pay any compensation or enter into any correspondence in connection with the same and all Cardmembers shall be bound by these amendments or variations.
- 4.3 The Bank's decision on all matters arising out of or in connection with the Promotion is final and conclusive. The Bank shall have the right to determine in what manner an Eligible Cardmember is chosen, who shall be an Eligible Cardmember and to choose extra Eligible Cardmembers if any Eligible Cardmember is subsequently found to be ineligible to receive the Gift. The Bank shall not be obliged to enter into any correspondence with any persons and no appeal, correspondence or claims will be entertained.
- 4.4 By participating in the Promotion and completing the registration process referred to in the Paragraph 2 above, each Cardmember agrees to be bound by the Terms and Conditions.

The Terms and Conditions are supplemental to the prevailing UOB Cardmember Agreement. If there is any inconsistency between the Terms and Conditions and the prevailing UOB Cardmembers Agreement, the Terms and Conditions prevail only to the extent of such inconsistency.

- 4.5 All information is correct at the time of publishing and the Bank makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy. In the event of any inconsistency or discrepancies:-
- (a) the Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail; and
 - (b) the English version of the Terms and Conditions and the Chinese version of the Terms and Conditions, the English version of the Terms and Conditions shall prevail.
- 4.6 By registering to participate in the Promotion in accordance with Paragraph 2 above:-
- (a) the Cardmember agrees to be bound by the rules, regulations and decisions of the Bank, 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 for the Promotion.
 - (b) the Eligible Cardmember is deemed to have consented to the collection, use and disclosure of his/her personal data by the Bank, the organizers, sponsors, promoters and/or their respective contractors for verifying the eligibility of the Eligible Cardmember, the verifying identity of the Eligible Cardmember at the time of collection of the Gift, conducting the Promotion, announcing/publicity of the Eligible Cardmember (including having the Eligible Cardmember's photo taken/published), contacting the Eligible Cardmember regarding the foregoing, and all purposes and promotions incidental to the Promotion.
- 4.7 A person who is not a party to the Terms and Conditions and/or any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such agreement or any of the Terms and Conditions.
- 4.8 The Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.