

**Singtel-UOB Spend & Get Campaign (Cathay Cineplexes Platinum Movie Suites Vouchers)
Terms and Conditions ("Terms and Conditions")****1. Eligibility and Promotional Period**

1.1. This "**Singtel-UOB Spend & Get Campaign (Cathay Cineplexes Platinum Movie Suites Vouchers)**" ("**Promotion**") is only valid from 13 March 2017 to 16 April 2017 (both dates inclusive) ("**Promotion Period**") and is only open to a selected group of Singtel-UOB Cardmembers who are invited by United Overseas Bank Limited ("**UOB**") via an electronic direct mailer (eDM) or short messaging service (SMS) regarding this Promotion ("**Recipients**").

1.2. The first one hundred and fifty (150) Recipients to charge a minimum of S\$250 (or its foreign currency equivalent) worth of Eligible Transactions to his/her Singtel-UOB credit card issued in Singapore ("**Eligible Card**") during Promotion Period (each a "**Cardmember**") shall each be entitled to a pair of Cathay Cineplexes Platinum Movie Suites Vouchers worth S\$76 ("**Movie Vouchers**"):-

For the purpose of this Promotion, "**Eligible Transactions**" refers to retail transactions made, locally or overseas including online transactions which are successfully carried out and charged to Cardmember's Eligible Card account during the Promotion Period and are successfully captured/posted on UOB's systems during the Promotion Period. Eligible Transactions exclude transactions for recurring Singtel Bill Payment, payments under Instalment Payment Plans, interests, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, transactions which were subsequently cancelled, voided or reversed for any reason and such other transactions as may be excluded from UOB time to time.

For the avoidance of doubt, the Eligible Transactions performed by a supplementary cardholder will not accrue to the respective principal cardholder and will not form part of the principal cardholder's Eligible Transactions.

1.3. Without limiting the generality of the above, the following Cardmembers shall not be eligible for the Promotion:-

- (a) Cardmembers whose Eligible Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period and for the avoidance of doubt, termination of a supplementary cardholder's Eligible Card account will not by itself disqualify the principal cardholder of the Eligible Card from participating in the Promotion;
- (b) Cardmembers whose Eligible Card account(s) is/are not active, 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;
- (c) Cardmembers who are mentally unsound, facing legal incapacity or is incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
- (d) Anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.

1.4. Notwithstanding anything herein to the contrary, UOB 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 he/she is entitled to the Movie Vouchers (as defined under Paragraph 2.1 below);
- (b) when to terminate the Promotion; and/or
- (c) whether an Eligible Card and/or Cardmember qualifies for this Promotion, and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons thereof and shall not be obliged to make any payment or compensation whatsoever to any Cardmembers rendered ineligible for participation in the Promotion.

2. Cathay Cineplexes Platinum Movie Suites Vouchers

- 2.1 The Movie Vouchers will be mailed to Cardmember by 9 June 2017 to the last known address of the Cardmember based on UOB's records.
- 2.2. Each Cardmember is limited to a pair of Movie Vouchers worth S\$76.
- 2.3 The Movie Vouchers are valid until 31 August 2017, and are neither transferrable nor exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part.
- 2.4 Utilization of the Movie Vouchers is subject to the terms and conditions as may be imposed by the merchants. The Cardmember must utilize the Movie Vouchers within the stipulated timeline; otherwise, the Movie Vouchers will be forfeited and deemed null and void and Cardmember shall not be entitled to any compensation or payment whatsoever.
- 2.5 In the event that any Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Movie Vouchers, UOB reserves the right to forfeit/reclaim the Movie Vouchers and award or dispose of it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited/reclaimed Movie Vouchers. Where the Movie Vouchers has been awarded to / redeemed or utilized by the Cardmember who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Cardmember a reimbursement for the value of the Movie Vouchers.
- 2.6 UOB has the right, at any time and from time to time in its discretion and without prior notice, vary the value of the Movie Vouchers; or substitute or replace the Movie Vouchers with another item of similar value, without giving any reason or assuming any liability or payment of compensation to any person. UOB's determination of such variation, substitution or replacement shall be final, conclusive and binding.
- 2.7 Any Cardmember whose Movie Vouchers has been forfeited, reclaimed, revoked or suspended or whose Movie Vouchers has become null and void shall not be entitled to a replacement Movie Vouchers or any payment or compensation notwithstanding non-receipt of the Movie Vouchers. Any Movie Vouchers that is forfeited expired or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged are strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for any unredeemed Movie Vouchers which have expired or are lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged, or which has been forfeited.
- 2.8 UOB does not assume any liability or responsibility for and will not be liable or responsible for any defect, quality, merchantability, the fitness or any other aspect of the Movie Vouchers; or the goods / services offered in connection with this Promotion; or for the acts or defaults of Singtel and/or the merchant and/or suppliers of the Movie Vouchers or the goods / services offered in connection with this Promotion. UOB is not an agent of Singtel and/or the merchant and/or suppliers of the Movie Vouchers or the goods / services offered in connection with this Promotion. Any dispute about the quality or service standard must be resolved directly with Singtel and/or the merchant and/or suppliers.
- 2.9 Singtel and the merchant and/or suppliers of the Movie Vouchers or the goods / services offered in connection with this Promotion may impose conditions for redemption and/or use of the Movie Vouchers. UOB does not assume any 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 Promotion, the redemption or use of the Movie Vouchers or the goods / services offered in connection with this Promotion, including but not limited to, the loss of life, injury to person and/or loss or damage to property.
- 2.10 Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB for the Promotion and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Cardmembers. The Cardmembers 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 this the Promotion.

3. General

3.1 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 these Terms and Conditions, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider or such other third party which may be engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
- (b) for any failure or delay in the transmission or receipt of evidence of bill / sale transactions by Visa, merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Cardmember being omitted from being posted to the Cardmember's Eligible Card account and/or captured in UOB's system during the Promotion Period;
- (c) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
- (d) for any breakdown or malfunction in any computer system or equipment; or
- (e) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered.

3.2 Notwithstanding anything in these Terms and Conditions, UOB may, at any time and from time to time, vary, modify, add and/or delete any of these Terms and Conditions, including but not limited to, terminating or withdrawing the Promotion or amending the duration of the Promotion, or the Promotion Period, or the eligibility criteria, without giving any reason, prior notice and/or assuming any liability to any party and UOB 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 variations, modifications, additions and/or deletions.

3.3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. UOB's decisions on all matters relating to this Promotion shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB to any person (including the Cardmember). UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to the Promotion, and no appeal, correspondence or claims will be entertained.

3.4 All information is correct at the time of publishing and UOB 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 between these Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.

3.5 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html) will continue to be binding on all Cardmembers. Please visit www.uob.com.sg for the UOB Cardmember Agreement. Cardmembers will be subjected accordingly to the prevailing UOB Cardmember Agreement. Participation in the Promotion is subject to these Terms and Conditions herein. Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. In the event of any inconsistency between these Terms and Conditions and the UOB Cardmember Agreement, these Terms and Conditions shall prevail insofar as it relates to the Promotion.

3.6 A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these Terms and Conditions.

3.7 These Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.

- 3.8 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

Published on 13 March 2017

United Overseas Bank Limited Co. Reg. No. 193500026Z