

TERMS AND CONDITIONS GOVERNING THE "UOB CREDIT/DEBIT CARD AND CASHPLUS eStatement (15 May – 2 July 2015) PROMOTION ("Promotion")

1. Eligiblity

- 1.1 The "UOB Credit/Debit Card and CashPlus eStatement (15 May 2 July)" Promotion ("**Promotion**") is open to all customers ("**Customers**") of United Overseas Bank Limited ("**UOB**") who fulfills all of the following:-
 - (a) whose UOB credit and/or debit card account(s) and/or CashPlus account is/are active, valid, subsisting, in good standing and is/are satisfactorily conducted at all times as determined by UOB in its discretion;
 - (b) whose UOB Personal Internet Banking is active, valid, subsisting, in good standing and is satisfactorily conducted at all times as determined by UOB in its discretion;
 - (c) who received an electronic direct mailer or Short Message Service from UOB in connection with the Promotion;
 - (d) who has a valid Singapore mailing address in UOB's records to which communications can be sent by UOB to the Customer; and
 - (e) who has registered for the Promotion via SMS by sending in the following format to 77862 during the period from 15 May 2015, 00:00 hours (Singapore date/time) until 2 July 2015, 23.59 hours (Singapore date/time) (both dates and time, inclusive) ("**Promotional Period**").

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- 1.2 The following Customers shall not be eligible to participate in the Promotion:-
 - (a) Customers who are or become mentally unsound, facing legal incapacity or are not capable of handling their affairs, deceased, insolvent, bankrupt or have legal proceedings (or any threat) of any nature instituted against them;
 - (b) Customers whose UOB Personal Internet Banking are terminated on or before 31 July 2015; and/or
 - (c) Customers who are employees of UOB.
- 1.3 UOB reserves the right to determine at its discretion the eligibility of the Customers and/or persons for the Promotion. The decisions of UOB on all such matters relating to the eligibility of any such Customers and/or persons are final, conclusive and binding, and UOB is not obliged to give any reason or prior notice or be liable to any person whatsoever.

2. Gift Card

- 2.1 For the purposes of this Promotion, a Customer who performs all of the following shall be considered as an Eligible Customer:-
 - (a) successfully subscribes for the eStatement service for any of the Customer's Credit Card(s), Debit Card(s) or CashPlus account(s) via UOB Personal Internet Banking; and



- (b) remains an eStatement subscriber for the account(s) until 31 July 2015,
- 2.2 Each of the following Eligible Customers (each a "Winner") shall be eligible to receive one (1) The Coffee Bean and Tea Leaf Card with \$5.00 credit ("Gift Card"):-
 - (i) the first (1st) three hundred (300) Eligible Customers during the period from 15 May 2015, 00:00 hours until 21 May 2015, 23.59 hours (Singapore date/time) (both dates and time, inclusive);
 - (ii) the first (1st) three hundred (300) Eligible Customers during the period from 22 May 2015, 00:00 hours until 28 May 2015, 23.59 hours (Singapore date/time) (both dates and time, inclusive);
 - (iii) the first (1st) three hundred (300) Eligible Customers during the period from 29 May 2015, 00:00 hours until 4 June 2015, 23.59 hours (Singapore date/time) (both dates and time, inclusive);
 - (iv) the first (1st) three hundred (300) Eligible Customers during the period from 5 June 2015, 00:00 hours until 11 June 2015, 23.59 hours (Singapore date/time) (both dates and time, inclusive);
 - (v) the first (1st) three hundred (300) Eligible Customers during the period from 12 June 2015, 00:00 hours until 18 June 2015, 23.59 hours (Singapore date/time) (both dates and time, inclusive);
 - (vi) the first (1st) three hundred (300) Eligible Customers during the period from 19 June 2015, 00:00 hours until 25 June 2015, 23.59 hours (Singapore date/time) (both dates and time, inclusive); and
 - (vi) the first (1st) three hundred (300) Eligible Customers during the period from 26 June 2015, 00:00 hours until 2 July 2015, 23.59 hours (Singapore date/time) (both dates and time, inclusive).
- 2.3 Each Winner can only win a maximum of one (1) Gift Card during the Promotional Period.
- 2.4 The applicable Gift Card will be sent to the Winner who is entitled to that Gift Card via normal mail to that Winner's mailing address last known to UOB (based on UOB's records) <u>6 to 8 weeks</u> after the end of the Promotional Period. The Gift Card will not be sent to any addresses that are not located in Singapore and registered in UOB. UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in any Winner's receipt of the Gift Card or any Gift Card which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has expired. The Gift Cards must be used within the time periods set out thereon failing which the Gift Card shall be null and void and the Gift Card shall be forfeited. Any Winner whose Gift Card has been forfeited or whose Gift Card has become null and void shall not be entitled to a replacement Gift Card or any payment or compensation notwithstanding non-receipt of the Gift Card. Any Gift Card that has expired or 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 Gift Card which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged.
- 2.5 UOB reserves the right to replace and/or substitute the Gift Card with another or other item at equivalent or close to the prevailing recommended value without giving prior notice or reason or being liable whatsoever.
- 2.6 If UOB subsequently discovers that any Customer is not eligible to participate in the Promotion and/or any Winner is not entitled to receive the Gift Card, UOB may at its discretion forfeit the Gift Card, or if already awarded, reclaim the value of the Gift Card from the Winner (whether by deductions from the Winner's UOB accounts or otherwise) and/or award or dispose of the Gift Card in such manner as UOB



deems fit at its discretion. UOB shall also be entitled to select reserve Winners to substitute any Winner that is/are subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.

2.7 The Gift Card is not refundable, transferrable or exchangeable for cash, credit or other Gift Cards, in full or in part. 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 Gift Card or the goods or services offered in the Promotion or the acts or defaults of the manufacturer, merchant and/or suppliers of the Gift Card or defects or deficiency in the goods or services offered in the Promotion. UOB 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 Card or the goods and services offered in the Promotion may impose conditions for redemption and use of the Gift Card or the goods and services offered in the Promotion. 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 redemption or usage of the Gift Card or the goods and services offered in the Promotion 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 Card and/or the goods and services offered in the Promotion or arising from or in connection with the Promotion howsoever arising.

3. General

3.1 <u>SMS Registration</u>

- (a) SMS registration will only be accepted from 15 May 2015, 00:00 hours (Singapore date/time) and will be closed on 3 July 2015, 00.00 hours (Singapore date/time) or at such time as may be determined by UOB at its absolute discretion, whichever is earlier.
- (b) The SMS must be sent in the format specified using the Customer's last known Singaporeregistered mobile number held in UOB's records as at 15 May 2015 in order to be eligible for the Promotion.
- (c) The Customer is required to register only once during the Promotional Period. If multiple SMS(es) are sent in by any one Customer, that Customer will be deemed to have registered for the Promotion based on the first SMS received by UOB in its SMS Registration records during the Promotional Period. Any subsequent SMS(es) received by UOB relating to the Promotion from that Customer will be considered invalid.
- (d) The following SMS(es) will not qualify for the Promotion and will be considered as an invalid entry:-
 - (i) SMS(es) received by UOB after the close of SMS registration;
 - (ii) SMS(es) sent by a Customer from either:-
 - any other mobile number other than that of the Customer's last known Singapore-registered mobile number held in UOB's records as at 2 July 2015; or
 any overseas mobile number; and
 - (iii) SMS(es) which are not in the prescribed format.
- (e) An automated SMS acknowledgment reply will be sent to the Customer who has registered for the Promotion via SMS. However, the automated SMS acknowledgment reply does not constitute a confirmation of the award of the Gift.



- 3.2 By participating and registering via SMS to participate in the Promotion, each Customer:-
 - (a) allows UOB and its related corporations (collectively, the "**Companies**"), and their agents, to share the Customer's personal data amongst themselves, to collect and use the data, and to disclose the data to the Companies' authorised service providers for the following purposes:-
 - (i) contacting the Customer via address, electronic transmission (e.g. email), SMS, telephone and other means of communication to inform the Customer about his/her eligibility to participate in the Promotion, to win in the Promotion, as well as products and services marketed by the Companies ("Products and Services"); and
 - (ii) conducting consumer and market research in respect of the Products and Services, which may be relevant to the Customer;
 - (b) consents to the collection, use and disclosure of his/her name, identification/passport number and such other information and particulars, including photographs of the Customer, for result announcement, publicity or marketing purposes in connection with the Promotion
 - (c) consents to UOB contacting them via SMS for the purpose of the Promotion notwithstanding any registration made by the Customer on the "*Do Not Call Registry*".
- 3.3 Participation in the Promotion is subject to these terms and conditions ("**Terms and Conditions**"). UOB reserves the right at any time, at its discretion, to amend, vary, add or delete these Terms and Conditions, including but not limited to the eligibility, terms and criteria, the Gift Card and the Promotional Period, the selection of the Winners, without giving any reason or prior notice and without assuming any liability to any person and all participating Customers shall be bound by these amendments.
- 3.4 The decisions of UOB on all matters relating to the Promotion are final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB to any person. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.
- 3.5 In the event of any inconsistency or discrepancies between these Terms and Conditions and any advertising, publicity, brochure, marketing, promotional, publicity and other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 3.6 These Terms and Conditions are to be read together with the terms and conditions of UOB Personal Internet Banking and the Bank's Terms and Conditions Governing Accounts and Services (collectively, the "Standard Terms") which are available at uob.com.sg. In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency.
- 3.7 While all the information provided herein is believed to be reliable at the time and date of printing, the Bank makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 3.8 UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions due directly or indirectly to the failure of the merchants supplying the Prizes, service providers, SMS vendor, the telecommunication authorities or such other third party which maybe engaged for the Promotion, the



failure of any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of UOB.

- 3.9 UOB shall not be responsible or liable:-
 - (a) for any failure in eStatement subscriptions being captured by UOB Personal Internet Banking or in UOB's system;
 - (b) for any failure or delay in the transmission or receipt of 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 sent by UOB;
 - (c) for any failure or delay in the transmission or receipt of the electronic direct mails by or from any vendor, independent telecommunication authorities or service providers or such other third party which maybe engaged for the Promotion which may result in the electronic direct mailer not being sent by UOB;
 - (d) any ineligibility to participate in the Promotion resulting from any of the above; and/or
 - (e) if UOB is unable to perform its obligations under these Terms and Conditions due directly or indirectly to the failure of the merchants supplying the Gift Card, service providers 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 UOB.
- 3.10 A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce or enjoy the benefit of any term herein.
- 3.11 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and all participants who participate in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 3.12 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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