

**TERMS AND CONDITIONS GOVERNING UOB CREDIT CARDS EXCLUSIVE FREE COFFEE BEAN CARD WORTH \$20 PROMOTION (THE "PROMOTION")**

**1. Definitions**

- 1.1 **"Cardmember"** means the principal holder of an Eligible Card who has received a letter that issued by UOB in connection with the Promotion, and whose Eligible Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.
- 1.2 **"Eligible Card"** means of any Visa, MasterCard, American Express, UnionPay and JCB credit card issued by UOB in Singapore, and which is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion but shall exclude any UOB Travel Account, Corporate (on corporate liability), Purchasing, Business, Multicurrency Corporate and Private Label cards.
- 1.3 **"Gift"** means a stored-valued card for S\$20 worth of value issued by UOB for use at all The Coffee Bean & Tea Leaf outlets island-wide in Singapore to be awarded in accordance with Paragraph 4 below.
- 1.4 **"Promotion"** refers to the *"UOB Credit Cards Exclusive Free Coffee Bean Card Worth S\$20 Promotion"*
- 1.5 **"Qualifying Period"** means 1 June 2016 to 30 June 2016 (both dates inclusive).
- 1.6 **"UOB"** means United Overseas Bank Limited.

**2. Eligibility**

- 2.1 The Promotion is open to all Cardmembers who successfully registers for the Promotion via SMS by 30 June 2016, in the following manner and UOB shall have received that SMS in accordance with Paragraph 3 below:

*SMS <REWARD><space><NRIC> to 77862.*

- 2.2 Without limiting the generality of this Paragraph 2, the following Cardmembers shall not be eligible for the Promotion:
- (a) Cardmembers whose Eligible Card account(s) is/are voluntarily or involuntarily suspended, cancelled or terminated during the Qualifying Period and for the avoidance of doubt, termination of a supplementary Cardmember's Eligible Card account(s) will not by itself disqualify the principal Cardmember from the Promotion;
  - (b) Cardmembers whose Eligible Card account(s) which 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 sole and absolute discretion;
  - (c) Cardmembers who are mentally unsound, facing legal incapacity, deceased, bankrupt or have any legal proceedings of any nature instituted (or threatened) against them.
  - (d) Cardmembers who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time.

Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and without having to give any notice or prior reason, to determine the eligibility of the Cardmembers to participate in the Promotion and shall not be obliged to give any reason therefore.

### **3. SMS Registration and SMS Sending**

- 3.1 UOB must have received the SMS from the Cardmembers during the Qualifying Period. A SMS will be sent to the Cardmember for each successful registration. For the avoidance of doubt, each Cardmember is entitled to register only once to participate in the Promotion irrespective of the number of Eligible Cards that he/she may have.
- 3.2 Only SMSes actually received by UOB will be considered for the Promotion. **Any incomplete or inaccurate SMS registration or SMS registration which is not performed in accordance with the terms of the Promotion will not be considered and consequently be disqualified.**
- 3.3 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 UOB. UOB shall not be responsible or liable in any manner whatsoever for the delay in the transmission or receipt of any SMS or for any lost SMS.
- 3.4 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.

### **4. Award of Gift**

- 4.1 The first one thousand (1,000) Cardmembers who complies with Paragraph 2 above (“**Eligible Cardmember**”) shall each be awarded with the Gift. The Gift must be utilized at any The Coffee Bean & Tea Leaf outlet island-wide in Singapore by 31 March 2017.
- 4.2 The Gift is awarded based on a “*while stocks last*” basis and on a “*first-come-first-served*” basis and each Eligible Cardmember is only entitled to one (1) Gift irrespective of the number of times that he/she registers for the Promotion.
- 4.3 The Gift will be sent (by ordinary post) to the Eligible Customer’s last known mailing address in UOB’s records within three (3) weeks from the end of the Qualifying Period.
- 4.4 The participating merchant, agent, supplier or service provider may impose terms and conditions for the utilization or redemption of the Gift. The redemption and utilization of the Gift is subject to changes by the participating merchants, agent, supplier and/or service providers at its discretion.
- 4.5 The Eligible Cardmember needs to present any such additional documents that UOB or the participating merchant, agent, supplier or service provider requires in order to redeem and/or utilize the Gift.
- 4.6 Subject to the agreement and availability of the agreement of the participating merchant, agent, supplier or service provider, the Eligible Cardmember may order additional items (beyond the S\$20 stored-valued on the Gift); provided that the costs of such additional items are solely borne by Eligible Cardmember, and must be paid with an Eligible Card. Such additional costs are based on the prices of the participating merchant, agent, supplier or service provider, and subject to service charge and prevailing government taxes.
- 4.7 UOB does not assume any liability or responsibility and will not be liable or responsible if the Gift expires or get lost, misplaced, tampered with, defaced, stolen, damaged or misdirected.

- 4.8 The Gift which remains unredeemed and/or unutilized by the stipulated date or which is lost, misplaced, tampered with, defaced, stolen, misdirected or damaged will be forfeited, without any liability on the part of UOB. Any Gift that is forfeited is strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for the forfeited Gift.
- 4.9 The Gift offered under the Promotion is not transferable and not exchangeable for cash, credit, gift or otherwise, in full or in part and is not refundable or replaceable. UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Eligible Cardmember's receipt of the Gift or any Gift which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has expired.
- 4.10 UOB is not an agent and/or principal of any of the participating merchant, agent, supplier or service provider involved in the Promotion. Any dispute about the quality or service standard must be resolved directly with the participating merchant, agent, supplier or service provider.
- 4.11 UOB assumes no liability or responsibility and will not be liable or responsible for (a) any defects, quality, merchantability, the fitness or any other aspect of the Gift awarded or the goods or services redeemed; (b) the acts or defaults of the participating merchant, agent, supplier or service provider; or (c) for any injury, loss, claim or damage or consequences whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of or in connection with the award, redemption or utilization of the Gift or the goods and services redeemed or in connection with the Promotion, howsoever arising.
- 4.12 UOB reserves the right to replace and/or substitute the Gift with another prize at equivalent or close to the prevailing recommended retail price without giving prior notice or reason to any Cardmember or assuming any liability to any party. UOB's determination of the replaced and/or substituted Gift shall be final, conclusive and binding.
- 4.13 If UOB subsequently discovers that the Eligible Cardmember is not eligible to participate in the Promotion, or redeem or utilize the Gift, UOB may at its discretion forfeit the Gift (or if already redeemed or utilized, reclaim the Gift at the expense of the Cardmember, or make deductions to the Customer's UOB accounts or otherwise) and/or award or dispose of the Gift in such manner and/or to such person as UOB deems fit at its absolute discretion without payment, compensation, or reason. Any Eligible Cardmember whose Gift has been forfeited or reclaimed or whose Gift has become null and void shall not be entitled to a replacement Gift or any payment or compensation notwithstanding non-receipt of the Gift. Any Gift that has 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 Gift which has expired or any Gift which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged.
- 4.14 Notwithstanding anything to the contrary, UOB reserves the right to select another Eligible Cardmember to substitute any initial Eligible Cardmember who is subsequently found to be ineligible or not entitled to participate in the Promotion or is disqualified from participating in the Promotion. UOB shall not be liable to any such party for any payment or compensation arising from the above.

## **5. Obligations of Participation**

- 5.1 Participation in the Promotion is subject to the terms and conditions of the Promotion ("**Terms and Conditions**") and the Cardmembers are deemed to have accepted the Terms and Conditions when they participate in the Promotion.

- 5.2 By participating in the Promotion, the Cardmembers and the Eligible Cardmembers are deemed to have irrevocably permitted, authorised and consented to the collection, use and disclosure of his/her personal data by UOB, the organisers, sponsors, promoters, merchants, vendors and/or their respective contractors for purposes in connection with the Promotion.

**6. GENERAL**

- 6.1 The prevailing terms and conditions under the UOB Cardmembers Agreement ("**Standard Terms**") will continue to apply and be binding on each Cardmember. Please visit for the Standard Terms. In the event of any inconsistency between the Terms and Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency.
- 6.2 UOB shall not be liable if it is unable to perform its obligations under the Terms and Conditions, due directly or indirectly, to the telecommunication authorities, to any machine or communication system to any merchant, or service provider or such other third party which maybe engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB.
- 6.3 UOB shall not be responsible for:-
- (a) for any breakdown or malfunction in any computer system or equipment;
  - (b) for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under the terms and conditions of the Promotion, due directly or indirectly to the failure any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
  - (c) for any notice or communication, direct mailer, SMS or email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected or which the Cardmember or Eligible Cardmember does not receive.
- 6.4 In the event of any inconsistency or discrepancies between:-
- (a) the Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, the Terms and Conditions will 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.
- 6.5 UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising.
- 6.6 The Gift and the Promotion are provided by UOB under additional terms and conditions as may be determined by it from time to time.
- 6.7 UOB's decisions on all matters relating to the Promotion are at its discretion and shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or enter into any correspondence with the Cardmember or any persons on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.
- 6.8 Notwithstanding anything in the Terms and Conditions, UOB reserves the right at any time and from time to time in its discretion to terminate or withdraw the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not

limited to varying / changing the Qualifying Period, and 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 Cardmember, and all Cardmembers shall be bound by these amendments.

- 6.9. 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.
- 6.10. 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) to enforce or enjoy the benefit of any of the Terms and Conditions and/or any term of such agreement.
- 6.11. The Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 6.12. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.