

Terms & Conditions for UOB SmartPay Promotion - S\$50 Takashimaya Gift Voucher ("Promotion")

1. (i) This Promotion is open to selected Participants ("**Cardmembers**") who have:-
 - (a) received an electronic direct mailer addressed to him/her or a SMS from UOB regarding this Promotion; and
 - (b) successfully completed the applicable UOB SmartPay application to apply to convert his/her UOB Credit Card(s) bill or transactions of a minimum sum of S\$1,500.00 into 12 months interest free monthly instalments ("**Application**") and successfully submitted such Application to UOB during the Promotion Period (as defined below) through any one of the following methods:-
 - (1) via the UOB SmartPay online application (available at <https://uniservices1.uobgroup.com/appforms/payment-advantages/smartpay-form.page>) ("**Online**"); or
 - (2) via UOB Personal Internet Banking ("**PIB**").
- (ii) For the purposes of this Promotion, the following terms used herein have the following meanings:-
 - (a) "**Participants**" refers to individuals who are principal holders of a UOB Credit Card(s) and who have been selected by UOB at its discretion to participate in this Promotion.
 - (b) "**UOB Credit Card(s)**" refers to credit cards issued by United Overseas Bank Limited ("**UOB**") in Singapore.
2. This Promotion is available from **17 October 2016 to 31 December 2016**, both dates inclusive ("**Promotion Period**").
3. This Promotion is not valid for Applications that are not submitted via any one of the methods described under Paragraph 1(i)(b) above i.e. Cardmembers who submit Applications via other application modes like through direct mailer, SMS or telesales team are not eligible to participate in this Promotion.
4. The first two hundred (200) Cardmembers ("**Winners**") whose Application (that was successfully submitted via Online or via PIB during the Promotion Period) is received and approved by UOB during the Promotion Period, will each receive one (1) **Takashimaya Gift Voucher worth S\$50.00** ("**Gift**"). For the avoidance of doubt, if a Cardmember is already eligible to the Gift, he/she shall not be entitled to another Gift.
5. The Gift awarded, if any, will be mailed by 31 March 2017 to the Winner's last known mailing address as per UOB's record.
6. (a) To qualify for the Gift,-
 - (i) the Winner's UOB Credit Card(s) account must be active, valid and in good standing or satisfactorily conducted as may be determined by UOB in its sole and absolute discretion and must not be voluntarily or involuntarily closed, terminated, cancelled or suspended for any reason whatsoever;

- (ii) the Winners must not be mentally unsound, facing legal incapacity or incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; and
- (iii) the Application must be approved and successfully posted to the account of the Winner's UOB Credit Card(s) and must not be cancelled during the Promotion Period.

Notwithstanding anything herein, UOB has the discretion at any time and from time to time to determine the eligibility of any person for this Promotion and the Gift and shall not be obliged to give any reason therefor.

(b) If:-

- (i) the relevant Winner's UOB Credit Card(s) account is closed, terminated, cancelled or suspended:-
 - (1) at any time during the Promotion Period; and/or
 - (2) on or before 31 March 2017;
- (ii) the Winner is subsequently discovered to be ineligible, not entitled or disqualified to participate in this Promotion or to receive the Gift; or
- (iii) in any other situation that UOB deems fit at its discretion has occurred,

UOB is entitled at its discretion, and at any time without liability or prior notice or having to give any reason to:-

- (A) forfeit any Gift awarded or to be awarded; or
- (B) reclaim the Gift; or
- (C) revoke or suspend the Gift; or
- (D) if the Gift has already been awarded and utilised, reclaim the value of the Gift through such methods as UOB may so decide at its discretion (including, but not limited to, deducting the value of such Gift from the account of the Winner that is maintained with UOB),

and such Winner shall not be entitled to any compensation or payment whatsoever.

- (c) Any Winner whose Gift has been forfeited, reclaimed, revoked or suspended 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.
- (d) UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Winner's receipt of the Gift or for any Gift which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged or misdirected in the post or which is not received in time or which has expired. Any Gift that is forfeited, reclaimed, revoked or suspended or whose Gift has become null and void or which has expired or which is not used or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged or which the applicable Winner does not receive on time is strictly non-replaceable. No payment or compensation whether in cash, credit, other goods or services or other gifts or kind, in full or in part, shall be made for any Gift that is forfeited, reclaimed, revoked or suspended or any Gift which has become null and void or which has expired or which

is not used or which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged or which the applicable Winner does not get. Any Winner whose Gift has been forfeited, reclaimed, revoked or suspended 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.

7. Notwithstanding anything to the contrary, UOB has the discretion at any time and from time to time to select substitute persons to substitute the initial Winner who is subsequently found to be ineligible or disqualified or not entitled to participate in this Promotion.
8. UOB reserves the right, at its discretion, at any time, without prior notice or assigning any reason thereof or assuming any liability, replace or substitute the Gift with any other item of equal or similar value or amend the Gift to a different value as determined by UOB. UOB's determination of the replaced and/or substituted item or amended value shall be final, conclusive and binding.
9. The Gift awarded to the Winners is non-transferable, non-assignable and not exchangeable for cash, credit, other goods and services, products or privileges or other kind 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 Winner's receipt of the Gift or for the Gift which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has expired.
10. UOB assumes no liability or responsibility for any defect, quality, merchantability, the fitness or any other aspect of any of the Gift or the goods and services offered in this Promotion or the acts or default of the merchant or defects in goods or services offered or redeemed in this Promotion. UOB is not an agent or principal of the merchant. Any disputes about quality or service standard must be resolved directly with the merchant. The merchant may impose conditions for the use of the Gift or the redemption of the goods and services. 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 or the goods and services offered in this 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 this Promotion and/or the Gift and/or the goods and services offered in this Promotion or arising from or in connection with this Promotion, howsoever arising.
11. 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 the terms and conditions of this 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;
 - (b) for any Application which UOB does not receive on time;
 - (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 Participants and the Cardmember does not receive;
 - (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 Participant and Cardmember or any other person howsoever incurred or suffered, save for the Cardmember's direct loss, to the extent such loss is caused directly by UOB's fraud, gross negligence or willful misconduct arising in connection with this Promotion.

12. Sending of electronic direct mailers and the SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is/are engaged by UOB for this Promotion and UOB shall not be responsible or liable for any undelivered, lost or delayed SMS or email received by the Participants. 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 electronic direct mailers or for any lost SMS or electronic direct mailers.
13. Notwithstanding anything in the terms and conditions of this Promotion, UOB reserves the right to at any time, in its sole and absolute discretion, to terminate this Promotion and/or to amend, vary, add or delete any of the terms and conditions of this Promotion for any reason and without prior notification and without assuming any liability to any person, and no appeal, correspondence or demands or claims will be entertained and UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same, and the Participants and the Cardmembers shall be deemed to bound by these amendments, variations, additions or deletions to the terms and conditions of this Promotion.
14. UOB has the discretion to make decisions on all matters relating to or in connection with this Promotion. UOB's decision on all matters relating to or in connection with this Promotion (including, without limitation, who are eligible to receive the direct mailers and the SMS referred to in Paragraph 1 above, who are the Winners, the method in selecting the Winners are selected) are at its discretion and shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with the Participants and the Cardmember or any persons on any matter concerning this Promotion or any of its decisions. No communication, appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of this Promotion and/or to receive the Gift.
15. All information is correct at the time of print 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:-
 - (a) the terms and conditions of this Promotion and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with this Promotion, the terms and conditions of this Promotion shall prevail; and
 - (b) the English version of the terms and conditions of this Promotion and the Chinese version of the terms and conditions of this Promotion, the English version of the terms and conditions of this Promotion shall prevail.
16. Participation in this Promotion is subject to the terms and conditions of this Promotion. Participants and Cardmembers will be subjected accordingly to the prevailing terms and conditions of the UOB Cardmembers Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html) and the UOB SmartPay (available at www.uob.com.sg/personal/cards/payment/smart_pay.html) (collectively, the "**Standard Terms**"). Participants and Cardmembers are deemed to have accepted the terms and conditions herein when they participate in this Promotion. In the event of any inconsistency between the terms and conditions herein and the Standard Terms, the terms and conditions herein shall prevail to the extent of such inconsistency.
17. The terms and conditions herein shall be governed by the laws of the Republic of Singapore and the Participants and the Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
18. A person who is not a party to any agreement governed by the Standard Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53 of Singapore) to enforce or enjoy the benefit of any term herein.

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