

Terms and Conditions Governing UOB Cards Travel and Get Free Ride Campaign 2017 (“Terms and Conditions”)

1. For the purposes of the UOB Cards Travel and Get Free Ride Campaign 2017 (the “**Promotion**”), the following terms are defined as follows:-
 - i. “**Cardmembers**” means existing and new cardmembers of an Eligible UOB Card, and whose Eligible UOB Card account is valid, subsisting, in good standing and satisfactorily conducted in the opinion of UOB;
 - ii. “**Eligible UOB Card**” means personal credit card issued by UOB Singapore in Singapore;
 - iii. “**UOB Singapore**” means United Overseas Bank Limited.
 - iv. “**Eligible Transaction**” means overseas retail transaction (excluding Excluded Transactions) for the purchase of goods and/or services conducted outside Singapore and which is successfully carried out with an Eligible UOB Card and charged in a currency other than Singapore Dollars to that Eligible UOB Card account by the Cardmember during the Promotion Period and which is successfully captured/ posted on the systems of UOB Singapore during the Promotion Period. Spending incurred by a supplementary Cardmember shall accrue to the respective principal Cardmember and form part of the principal Cardmember’s Eligible Transactions.
 - v. “**Excluded Transactions**” means online transactions, 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 Singapore, unposted/voided/cancelled/disputed/reversed transactions and any other transactions as may be excluded by UOB Singapore from time to time. UOB Singapore 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.
 - vi. “**Qualifying Spend**” means the minimum amount (as set out at Clause 5 below) that an Eligible Cardmember has to charge to any of his Eligible UOB Card during the Promotion Period to be eligible to redeem a Gift. For the purpose of calculating the Qualifying Spend, Eligible Transactions made in foreign currencies will be converted to Singapore Dollars based on UOB Singapore’s then prevailing exchange rate on the date of conversion.
 - vii. “**Gift**” means one (1) complimentary GrabCar ride to or from Singapore Changi Airport only (capped at \$20 per ride) awarded to Winners in this Promotion.
2. This Promotion is open to selected Cardmembers who are invited to participate in the Promotion via short messaging service (SMS) or electronic mail (“**Eligible Cardmembers**”) and such Eligible Cardmembers maintain a registered mobile number with UOB Singapore which is subscribed to UOB Singapore marketing SMS database. The Promotion is not valid with any other privileges or promotions unless otherwise stated.
3. Notwithstanding anything herein to the contrary, UOB Singapore has the absolute discretion at any time and from time to time to determine the eligibility of any Cardmember to take part in the Promotion and shall not be obliged to give any reason therefore. Without limiting the generality of this provision, Cardmembers:

- (a) who are or become mentally incapacitated, deceased, insolvent, bankrupt or who face legal incapacity;
- (b) who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them; and/or
- (c) whose accounts maintained with UOB Singapore are not valid, subsisting or in good standing or which are otherwise determined by UOB Singapore in its absolute discretion as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB Singapore at its absolute discretion,

shall not be eligible to participate in the Promotion and shall not be entitled to any payment or compensation whatsoever, even if he or she has been selected to be the winner(s) of the Promotion. In addition, UOB Singapore reserves the right to disqualify any Cardmember from the Promotion if it determines that the conduct of that Cardmember in carrying out any Eligible Transaction is an abuse of the Promotion, and such determination shall be final, binding and conclusive on that Cardmember and UOB shall not be obliged to give any reasons thereof.

- 4. The Promotion is only valid from 1 March 2017 to 30 April 2017, both dates inclusive ("**Promotion Period**").
- 5. Subject to these Terms and Conditions, principal Eligible Cardmembers are eligible to receive one (1) Gift with a total minimum spend of SGD\$500 worth of Eligible Transaction(s) charged to an Eligible UOB Card during the Promotion Period.
- 6. A total of 300 Gifts are available for the entire Promotion and are issued on a first-come, first-served basis and while stock last. Each Eligible Cardmember is only entitled to one (1) Gift, regardless of the number of Eligible Cards he/she has and the number of Eligible Transactions made during the Promotion Period
- 7. Principal Eligible Cardmembers who fulfil the Qualifying Spend and who are eligible for the Gift are referred to herein as "**Winners**".
- 8. (a) Each Winner will receive a Short Messaging Service ("**SMS**") from UOB Singapore with a unique code for purpose of unveiling the gift ("**Unique Code**"). The SMS with the Unique Code will be sent to the Winner's last known registered mobile number with UOB Singapore.

(b) If the Winner unsubscribes his mobile phone number from UOB Singapore's marketing SMS database, the Winner will not receive the SMS from UOB Singapore with the Unique Code, and UOB Singapore shall not be liable or responsible for any loss, cost, expense or damage suffered by the Winner in connection with the Winner's non-receipt of the SMS with the Unique Code.

(e) UOB Singapore will endeavor to send out the SMSes to the Winners by 15 June 2017 or such other date as UOB Singapore may determine.
- 9. UOB Singapore assumes no liability or responsibility and will not be liable or responsible for any failure or delay in the Winner's receipt of the SMS or Gifts. Any Gift that has expired or misdirected is strictly non-replaceable and not exchangeable for cash or otherwise.
- 10. The SMS will set out the details and procedures for the redemption of the Gifts. The Winner must redeem the Gift on or before the date as shown in SMS or within such

timelines as may be stipulated by UOB Singapore from time to time, otherwise, the Gift will be forfeited and deemed null and void and the Winner shall not be entitled to any compensation or payment or whatsoever.

11. If any Gift remains unredeemed after the expiry date by the stipulated timelines or if any Cardmember is subsequently disqualified from the Promotion or discovered to be ineligible or not entitled to participate in the Promotion, UOB Singapore reserves the right to forfeit/reclaim the Gift and award or dispose of it in such manner and to such persons as UOB Singapore deems fit without any liability on the part of UOB Singapore to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB Singapore for the forfeited/reclaimed Gift. Where the Gifts were awarded to / utilized by a Winner who was subsequently disqualified from the Promotion or discovered to be ineligible or not entitled to participate in the Promotion, UOB Singapore shall be entitled to claim from the Winner a reimbursement for the value of the Gift.
12. The Gifts are not transferable or exchangeable in part or in kind for cash, credit or other goods and services. UOB Singapore reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, to replace or substitute the Gifts with any other item of equal or similar value selected by UOB Singapore. UOB Singapore's determination of the replaced and/or substituted item shall be final, conclusive and binding.
13. UOB Singapore will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Gifts or any goods or services redeemed/claimed under the Promotion, or the acts or defaults of the merchant, agent, supplier or service provider of the Gifts or any goods or services redeemed under the Promotion.
14. The redemption of the Gifts is subject to terms and conditions as may be imposed by the merchants, agents, suppliers or service providers from time to time. UOB Singapore will not be responsible or liable for any injury, loss, claim or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of the redemption or usage of the Prizes or goods or services or in connection with the Promotion howsoever arising. UOB Singapore and the participating merchants, agents, suppliers or service providers reserve the right to vary/amend the terms and conditions relating to the Promotion and/or Gifts without prior notice or giving any reason or being liable to any person. No correspondence appeal or claims will be entertained.
15. UOB Singapore is not an agent of the merchants, agents, suppliers or service providers of the Gifts, goods and services awarded as rewards under the Promotion. Any dispute about the quality or service standard must be resolved directly with such merchants, agents, suppliers or service providers.
16. 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 Singapore. UOB Singapore shall not be responsible in any manner whatsoever for the delay in the transmission or receipt of any SMS.
17. 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 Singapore for the Promotion and UOB Singapore 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 the Promotion.

18. Redemption of Gifts is subject to verification. Any Letter will be automatically void if it is determined to be mutilated, mechanically reproduced, photocopied, forged, altered, defaced, tampered with, stolen, un-issued, unauthorised or illegible in any way. No prize will be awarded to the Winner of any Gift which is determined to be void.
19. UOB Singapore shall not be responsible or liable for any failure or delay in the Winner's receipt of the SMS with the Unique Code from UOB Singapore, whether due to the Winner's mobile number not being registered or updated with UOB or for any other reason whatsoever.

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20. The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (the "**UOB Singapore Standard Terms**") will continue to apply and be binding on the Cardmembers. Please visit uob.com.sg for the UOB Singapore Standard Terms. In the event of any inconsistency between the Terms and Conditions and the UOB Singapore Standard Terms, the Terms and Conditions shall prevail insofar as it relates to the Promotion.
21. In the event of any inconsistency or discrepancies between the Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, the Terms and Conditions will prevail.
22. UOB Singapore shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due to (whether directly or indirectly) the failure of the telecommunication authorities, any machine or communication system, any merchant or service provider or such other third party which may be engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB Singapore.
23. UOB Singapore shall not be responsible or liable for:-
- (i) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions or any part thereof by any acquiring merchant, merchant establishment, card association, postal or telecommunication authorities or any other parties which may result in a charge incurred made by the Cardmember being omitted (whether from being posted to the Cardmember's Eligible UOB Card account, the applicable supplemental Cardmember's Eligible UOB Card account and/or captured in UOB Singapore's system or otherwise) during the Promotion Period;
 - (ii) any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Cardmember's Eligible UOB Card or being captured in UOB Singapore's system;
 - (iii) any breakdown or malfunction in any computer system or equipment, including the random probability-based prize generator at the Prize Card Website; or
 - (iv) for any notice or communication or direct mailer which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post.
24. Participation in the Promotion is subject to these Terms and Conditions and the Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. The Cardmembers shall indemnify UOB Singapore for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB Singapore in connection with any breach of these Terms and Conditions.
25. UOB Singapore shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising.

26. UOB Singapore's decision on all matters relating to the Promotion is at its discretion and shall be final, conclusive and binding on the Cardmember. UOB Singapore shall not be obliged to give any reason or prior notice 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.
27. Notwithstanding anything in these Terms and Conditions, UOB Singapore reserves the right at any time and from time to time in its absolute discretion to unilaterally terminate 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 the Promotion Period, 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, determinations and/or variations.
28. By participating in the Promotion, each Cardmember hereby irrevocably and unconditionally:
- (a) consents to the collection, use and disclosure of his personal data by United Overseas Bank Group ("UOB Group"), UOB Group's vendors, UOB Group's suppliers, third parties authorized by UOB Group, the organisers, sponsors, promoters and/or their respective contractors, for all purposes and promotions in connection with the Promotion and to contact him regarding the foregoing via voice calls or text messages or email;
 - (b) consents and authorizes UOB Singapore to publicly disclose and publish his name and any other of his particulars, including photographs and testimonies of the Winner, for any purposes whatsoever, including, but not limited to, for advertising, promotional, publicity or commercial purposes or for the purposes of publicizing him and the Gift on Instagram, Facebook, LINE, UOB.com.sg; and
 - (c) agrees to co-operate with UOB Singapore and shall, if required by UOB Singapore at its absolute discretion, participate in any advertising, promotional and publicity and/or commercial activities organized by UOB Singapore in relation to the Promotion (including but not limited to attending any prize presentation) at his/her own costs,
- without any payment or compensation thereof and in such mode and manner as shall be decided by UOB Singapore at its absolute discretion. This is in addition to any other consent which he may have provided to UOB Group in respect of the collection, use and/or disclosure of his personal data and shall be without prejudice to and does not derogate from UOB Group's rights to collect, use and/or disclose his personal data under the law.
29. While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB Singapore makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
30. 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) to enforce or enjoy the benefit of any term of these Terms and Conditions.
31. These 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.