## TERMS AND CONDITIONS GOVERNING THE "UOB CREDIT/DEBIT CARD AND CASHPLUS ESTATEMENT (1-28 March 2015) PROMOTION ("Promotion")

## 1. Eligiblity

- 1.1 The "UOB Credit/Debit Card and CashPlus eStatement (1- 28 March 2015) Promotion" ("**Promotion**") is open to all customers ("**Customers**") of United Overseas Bank Limited ("**UOB**"):-
  - (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; and
  - (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; and
  - (c) who received an electronic direct mailer or Short Message Service from UOB in connection with this Promotion.
- 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 30 April 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 (a) Each of the following Customers ("Group A Eligible Customer") who (i) successfully subscribes for eStatement service for all that Customer's Credit Card(s), Debit Card(s) and CashPlus account via UOB Personal Internet Banking as follows; and (ii) remains an eStatement subscriber for all such accounts until 30 April 2015, shall be eligible to receive one (1) The Coffee Bean and Tea Leaf Card with \$10.00 credit ("Group A Gift Card"):-
  - (1) the first (1<sup>st</sup>) one hundred (100) Group A Eligible Customers during the period from 1 March 2015, 00:00 am until 7 March 2015, 23.59 p.m. (Singapore date/time) (both dates and time, inclusive);
  - (2) the first (1<sup>st</sup>) one hundred (100) Group A Eligible Customers during the period from 8 March 2015, 00:00 am until 14 March 2015, 23.59 p.m. (Singapore date/time) (both dates and time, inclusive);
  - (3) the first (1<sup>st</sup>) one hundred (100) Group A Eligible Customers during the period from 15 March 2015, 00:00 am until 21 March 2015, 23.59 p.m. (Singapore date/time) (both dates and time, inclusive); and

- (4) the first (1<sup>st</sup>) one hundred (100) Group A Eligible Customers during the period from 22 March 2015, 00:00 am until 28 March 2015, 23.59 p.m. (Singapore date/time) (both dates and time, inclusive).
- (b) Each of following Customers ("Group B Eligible Customers") who (i) successfully subscribes for eStatement services for either (A) that Customer's Credit Card(s) accounts and Debit Card(s) accounts or (B) that Customer's CashPlus account and Credit Card(s) accounts or (C) that Customer's CashPlus account and Debit Card(s) accounts via UOB Personal Internet Banking as follows; and (ii) remains an eStatement subscriber for those two (2) account(s) until 30 April 2015, shall be eligible to receive one (1) The Coffee Bean and Tea Leaf Card with \$5.00 credit ("Group B Gift Card"):-
  - (1) the first (1<sup>st</sup>) three hundred (300) Group B Eligible Customers during the period from 1 March 2015, 00:00 am until 7 March 2015, 23.59 p.m. (Singapore date/time) (both dates and time, inclusive);
  - (2) the first (1<sup>st</sup>) three hundred (300) Group B Eligible Customers during the period from 8 March 2015, 00:00 am until 14 March 2015, 23.59 p.m. (Singapore date/time) (both dates and time, inclusive);
  - (3) the first (1<sup>st</sup>) three hundred (300) Group B Eligible Customers during the period from 15 March 2015, 00:00 am until 21 March 2015, 23.59 p.m. (Singapore date/time) (both dates and time, inclusive); and
  - (4) the first (1<sup>st</sup>) three hundred (300) Group B Eligible Customers during the period from 22 March 2015, 00:00 am until 28 March 2015, 23.59 p.m. (Singapore date/time) (both dates and time, inclusive).

For the purposes of this Promotion, the Group A Eligible Customers and the Group B Eligible Customers shall be referred to collectively as the "*Eligible Customers*" and the Group A Gift Card and the Group B Gift Card shall be referred to collectively as the "*Gift Cards*"

- 2.2 Each Eligible Customer can only win a maximum of one (1) Gift Card during the period from 1 March 2015, 00:00 am until 28 March 2015, 23.59 p.m. (Singapore date/time) (both dates and time, inclusive) ("Promotional Period"). For example, if the Eligible Customer has already won a Group A Gift Card, he/she will not be entitled to win a Group B Gift Card notwithstanding that he/she qualifies for the same and vice versa.
- 2.3 The applicable Gift Card will be sent to the applicable Eligible Customer who is entitled to that Gift Card via normal mail to that Eligible Customer's mailing address last known to UOB 6 to 8 weeks after the end of the Promotional Period. UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in any Eligible Customer'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 Eligible Customer 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 has expired or which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged.

- 2.4 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.
- 2.5 If UOB subsequently discovers that any Customer is not eligible to participate in the Promotion and/or any Eligible Customer 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 Eligible Customer (whether by deductions from the Eligible Customer'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 Group A Eligible Customers and Group B Eligible Customers to substitute any Group A Eligible Customer and any Group B Eligible Customers that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.6 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 By participating 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 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.
- 3.2 Participation in the Promotion is subject to these terms and Condition ("**Terms and Conditions**"). UOB reserves the right at any time, at its discretion and without giving any reason or prior notice, 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, 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.
- 3.3 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.
- 3.4 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.
- 3.5 These Terms and Conditions are supplemental to 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.
- 3.6 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.
- 3.7 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.
- 3.8 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; or
  - (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.
- 3.9 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.
- 3.10 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.

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