

TERMS AND CONDITIONS GOVERNING THE “UOB DIGITAL BANKING ‘MARVEL’S AVENGERS: AGE OF ULTRON’ PROMOTION”

1. Definitions

- 1.1. **“Customer”** means the customer of UOB: -
- a. whose UOB current/savings account(s) 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. who has successfully signed up for UOB Personal Internet Banking or UOB Mobile Services prior to or during the Promotional Period, and where such UOB Personal Internet Banking and UOB Mobile Services access is/are active, valid, subsisting, in good standing and is/are satisfactorily conducted at all times as determined by UOB in its discretion
- 1.2. **“Form”** means the Online Registration Form for the Promotion, which can be found on uob.com.sg/marvelsavengers, and must be completed and submitted in accordance with Clause 2 herein.
- 1.3. **“Promotion”** refers to this “UOB Digital Banking ‘Marvel’s Avengers: Age Of Ultron’ Promotion”.
- 1.4. **“Promotional Period”** means the period from 1 March 2015, 12:00 am until 30 June 2015 11:59 pm (Singapore date/time).
- 1.5. **“Promotional Month”** means each of the calendar months within the Promotional Period.
- 1.6. **“Terms and Conditions”** means the terms and conditions of this Promotion, as may be amended from time to time at the Bank’s discretion.
- 1.7. **“UOB”** means United Overseas Bank Limited, and includes any successor or assign thereof.
- 1.8. **“UOB Mobile Services”** means the banking services and/or products offered from time to time by UOB through the medium of mobile equipment that enables the Customer to access his/her UOB account(s) and/or effect banking and/or other transactions electronically.
- 1.9. **“UOB Personal Internet Banking”** means the personal internet banking services and/or products we offer from time to time through any Equipment that enables you to access your Account(s) and/or effect banking and/or other transactions electronically.

2. Eligibility

- 2.1. Subject to the Terms and Conditions, Customers may win: (i) Exclusive Tickets to Marvel’s Avengers: Age Of Ultron; and/or (ii) Phone Speaker; (iii) and/or Digital Clock; (iv) and/or Power Bank (each a **“Prize”**, and collectively the **“Prizes”**).
- 2.2. To be eligible to win any of the respective Prizes, the Customer must:
- (i) have successfully completed and submitted the Form to UOB within the respective Form Submission Timelines (set out in the table below). Customers are deemed to be registered (**“Registered Customers”**) once they have successfully submitted the Form in accordance with the respective Form Submission Timelines. Without limiting the generality of this clause, Customers need to submit the Form only once during the Promotional Period;

- (i) in respect of the Exclusive Tickets, be one of the first four hundred (400) Registered Customers to successfully perform at least three (3) Qualifying Online Transactions in the respective Promotional Month; and
- (ii) in respect of the Phone Speaker, Digital Clock, and Power Bank respectively, be one of the first nine hundred (900) Registered Customers to successfully perform at least three (3) Qualifying Online Transactions in the respective Promotional Months.

Provided always that the respective Qualifying Online Transactions must be successfully charged to the Registered Customer's UOB account in the respective Promotional Month, and must be successfully posted and captured in UOB's system (or NETS' systems as the case may be) in the respective Promotional Month .

Promotional Month	Prizes	Form Submission Timelines
March 2015 (1 March – 31 March 2015 , dates inclusive)	Exclusive Tickets to Marvel's Avengers: Age Of Ultron (" Movie Tickets ")	1 March – 31 March 2015 (dates inclusive)
April 2015 (1 April – 30 April 2015, dates inclusive)	Phone Speaker	1 March 2015 – 30 April 2015 (dates inclusive)
May 2015 (1 May – 31 May 2015, dates inclusive)	Digital Clock	1 March 2015 – 31 May 2015 (dates inclusive)
June 2015 (1 June – 30 June 2015 , (dates inclusive)	Power Bank	1 March 2015 – 30 June 2015 (dates inclusive)

2.3. For the purposes of this clause 2, a "**Qualifying Online Transaction**" shall refer to any one of the following:

1. A funds transfer of at least S\$10 from the Registered Customer's UOB account to a New Funds Transfer Payee[^] via UOB Personal Internet Banking or UOB Mobile Services;
2. A bill payment of at least S\$10 from the Registered Customer's UOB account to any New Billing Organization* via UOB Personal Internet Banking or UOB Mobile Services;
3. Telegraphic transfer of at least S\$10 from the Registered Customer's UOB account via UOB Personal Internet Banking or UOB Mobile Services;
4. A cashier's order of at least S\$10 issued from the Registered Customer's UOB account via UOB Personal Internet Banking);
5. A demand draft of at least S\$10 issued from the Registered Customer's UOB account via UOB Personal Internet Banking); or
6. Making payment of at least S\$10 from the Registered Customer's UOB account via UOB eNets

[^] "**New Funds Transfer Payee**" means a payee that has not received any funds transfer from the Registered Customer since 1 Dec 2014. For the avoidance of doubt, only the first funds transfer made to the New Funds Transfer Payee will qualify as one Qualifying Online Transaction. Subsequent funds transfers made to same Payee do not qualify for this Promotion.

** “New Billing Organization” means a billing organization that has not received any bill payment from the Registered Customer since 1 Dec 2014. For the avoidance of doubt, only the first bill payment made to the New Billing Organization will qualify as one Qualifying Online Transaction. Subsequent bill payments made to same Organization do not qualify for this Promotion.*

- 2.4. Without limiting the generality of any of the foregoing provisions:
- (i) Customers need to submit the Form only once during the Promotional Period. In the event that the Customer submits more than one Form, UOB will use the Customer's information and details based on the last Form submitted.
 - (ii) The information (whether related to the Customer, the Qualifying Online Transactions or otherwise) provided through the Form must match UOB's and/or NETS' records for the same subject matter.
 - (iii) Any incomplete or inaccurate Forms will not be considered and will be disqualified for the Promotion.
 - (iv) Forms received by UOB before 12:00 am on 1 March 2015 or after 11:59 pm on 30 June 2015 (Singapore date/time) will not qualify for the Promotion and will be considered invalid and void.
 - (v) UOB reserves the right to determine at its sole and absolute discretion the eligibility of any Forms for this Promotion. The decisions of UOB on all such matters relating to the eligibility of any Forms are final, conclusive and binding.
- 2.5. For the avoidance of doubt, the following persons shall not be eligible for the Promotion:
- (i) Customers who are or become mentally unsound, facing legal incapacity or is not capable of handling their affairs, deceased, insolvent, bankrupt or have legal proceedings (or any threat) of any nature instituted against them;
 - (ii) All employees of UOB who are directly involved in organizing and/or promoting this Promotion;
 - (iii) Customers who do not have a valid Singapore residential address in UOB's records;
 - (iv) Persons whose UOB accounts are not active, valid, subsisting or in good standing;
 - (v) Persons whose UOB Personal Internet Banking and UOB Mobile Services is terminated before/on 30 June 2015
- 2.6. UOB reserves the right to determine at its sole and absolute discretion the eligibility of Customers and/or persons for this 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.

3. Prizes

- 3.1. Each Registered Customer shall only be eligible to win a maximum of:
- One (1) pair of Exclusive Tickets (“**Movie Tickets**”) to ‘Marvel’s Avengers: Age Of Ultron’ at VivoCity Golden Village, and
 - One (1) Phone Speaker, and
 - One (1) Digital Clock, and
 - One (1) Power Bank
- (Each Registered Customer who has won a Prize shall be referred to as an “**Eligible Customer**”)
- 3.2. Eligible Customers who have won the Movie Tickets will be notified by way of letter (“**Notification Letter**”) posted to their last known mailing address in Singapore (based on UOB's records) by 17 April 2015. The Movie Tickets will be posted with the Notification Letter. Eligible Customers will be assigned to seats and cinema halls randomly based on availability and no changes will be allowed.
- 3.3. The Exclusive Preview of ‘Marvel’s Avengers: Age of Ultron’ will be held tentatively on 21 April 2015, 6.30pm, at VivoCity Golden Village. The Event Date, time and venue for the premiere viewing is to be determined by the participating merchant at its discretion and may be subject to changes. No alternative or replacement Event date and time will be given.

- 3.4 All ("**Movie Tickets**") which remain unclaimed and/or unused by the Event Date will be forfeited.
- 3.5 Eligible Customers who have won the Phone Speaker and/or Digital Clock and/or Power Bank will be notified by way of letter ("**Notification Letter**") posted to their last known mailing address in Singapore (based on UOB's records) by the respective Notification Dates set out in the table below.

Prize:	Notification Dates:
Phone Speaker	31 May 2015
Digital Clock	30 June 2015
Power Bank	31 July 2015

- 3.6 All Prizes which remain unredeemed by the date stipulated on the respective Notification Letters will be forfeited.
- 3.7 Prizes offered under the Promotion are not exchangeable for cash, credit, gift or otherwise, in full or in part.
- 3.8 UOB is not an agent and/or principal of any of the merchants and/or service providers involved in this Promotion. Any dispute about the quality or service standard must be resolved directly with the merchant or service provider. The merchant or service provider may impose terms and conditions for the usage or redemption of the Prizes.
- 3.9 UOB assumes no liability or responsibility for (i) any defects, quality, merchantability, the fitness or any other aspect of the Prize awarded; (ii) the acts or defaults of the manufacturer, merchant and/or suppliers of the Prize or (iii) 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 the award or usage of the Prize or in connection with the Promotion.
- 3.10 UOB reserves the right to replace and/or substitute any of the Prize(s) with another prize at equivalent or close to the prevailing recommended retail price without giving prior notice or reason to any Eligible Customer or assuming any liability to any party. UOB's determination of the replaced and/or substituted Prize shall be final, conclusive and binding.
- 3.11 If UOB subsequently discovers that the Eligible Customer is not eligible to participate in the Promotion and/or to receive the Prize(s), UOB may at its discretion forfeit the Prize(s), or if already awarded, reclaim the Prize(s) at the expense of the Eligible Customer (whether by deductions to the Eligible Customer's UOB accounts or otherwise) and/or award or dispose of the Prize(s) in such manner and/or to such person as UOB deems fit at its absolute discretion without payment, compensation, or reason.
- 3.12 Notwithstanding anything to the contrary, UOB reserves the right to select another Customer as a reserve or substitute any Eligible Customer who is subsequently found to be ineligible to participate in the Promotion or disqualified from participating in the Promotion. UOB shall not be liable to any such party for any payment or compensation arising from the above.

4 Participation

- 4.1 By participating in the Promotion, the Customer:-
- (i) 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:
 - (a) 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

- (b) conducting consumer and market research in respect of the Products and Services, which may be relevant to the Customer;
- (ii) 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 and UOB Personal Internet Banking and UOB Mobile Services; and
- (iii) agrees to co-operate with and participate in such publicity activities without any payment or compensation thereof.

5 General

- 5.1. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time, at its discretion and without giving prior notice, to amend, vary, add or delete these Terms and Conditions, including but not limited to the eligibility, terms and criteria, the Prizes, the Promotional Period and Qualifying Online Transactions, without assuming any liability to any person and all participating Customers shall be bound by these amendments.
- 5.2. The decisions of UOB on all matters relating to the Promotion are final, conclusive and binding. UOB shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.
- 5.3. 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.
- 5.4. Participation in the Promotion is subject to these Terms and Conditions. The terms and conditions governing UOB Personal Internet Banking and UOB Mobile Services (collectively, the "**Standard Terms**") which are available at uob.com.sg will continue to apply and be binding on the Customers. 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.
- 5.5. All information is correct at the time of publishing and UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 5.6. UOB shall not be responsible or liable for any loss, injury to or expenses, claim or damages of any Customer or any other person howsoever arising. However, UOB will only be liable for the Customer's direct loss to the extent such loss is caused directly by UOB's fraud, gross negligence or willful misconduct in direct connection with the Promotion.
- 5.7. 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 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.
- 5.8. UOB shall not be responsible or liable:-
 - 5.8.1. for any notice, letters, communication, or Prizes which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or
 - 5.8.2. for any late posting of the Qualifying Online Transactions or for any failure in Qualifying Online Transactions being transacted by UOB Personal Internet Banking or UOB Mobile Services or being captured in UOB's system;

- 5.9. 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.
- 5.10. 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