

UOB JCB Starbucks Promotion Campaign Terms and Conditions ("Terms and Conditions")

1. Eligibility, Promotion Period and Reward

- 1.1** This "UOB JCB Starbucks Promotion" promotion ("**Promotion**") is valid between 1 May 2016 to 31 May 2016 (both dates inclusive) ("**Promotion Period**"). Subject to Paragraph 1.2 below, this Promotion is open to principal cardmembers of UOB JCB Platinum Card ("**Eligible Card**") who received an email or SMS on this Promotion ("**Eligible Cardmembers**"). Subject to Paragraph 1.3 below, the first 500 Eligible Cardmembers who charges at least Singapore Dollars One Hundred Fifty Dollars (S\$150) worth of Eligible Transactions to his/her Eligible Card account within the Promotion Period shall receive one Starbucks Card worth S\$20.
- 1.2** Further to Paragraph 1.1 above, the following cardmembers shall not be eligible for the Promotion and "Eligible Cardmembers" excludes the following:-
- (a) Cardmembers whose Eligible Card account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period and for the avoidance of doubt, termination of a supplementary cardmember's Eligible Card account will not by itself disqualify the principal cardmember from participating in the Promotion;
 - (b) Cardmembers whose Eligible Card Account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined by United Overseas Bank Limited ("**UOB**") as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its discretion;
 - (c) Cardmembers who are mentally unsound, facing legal incapacity or is incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
 - (d) Anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.
- 1.3** The first five hundred (500) Eligible Cardmembers who complies with all of the following (each a "**Qualified Cardmember**") shall receive one Starbucks Card worth S\$20 ("**Voucher**"):-
- (a) is a principal cardmember of the Eligible Card;
 - (b) received an email or SMS on this Promotion; and
 - (c) charges at least Singapore Dollars One Hundred Fifty Dollars (S\$150) worth of Eligible Transactions to his/her Eligible Card account ("**Qualifying Spend**") within the Promotion Period. For the purposes of calculating the Qualifying Spend, Eligible Transactions made in foreign currencies will be converted to Singapore dollars based on UOB's then prevailing exchange rate on the date of conversion.
- 1.4** The following terms used in these Terms and Conditions are defined as follows:-
- (a) "**Eligible Transactions**" shall mean all retail transaction(s) (local and/or overseas card transactions) successfully carried out on and charged to the cardmember's Eligible Card account during the Promotion Period and which are successfully captured/posted on UOB's systems during the Promotion Period AND shall exclude the Excluded Transactions. For the avoidance of doubt, the spending of all retail transactions (excluding the Excluded Transactions) incurred by each respective supplementary cardmember's Eligible Card account shall accrue to the respective principal cardmember and form part of the principal cardmember's Eligible Transactions.
 - (b) "**Excluded Transactions**" shall mean (i) cash advances, late payment, personal loan, balance and/or funds transfer, SmartPay, payments at government agencies, utilities bill payments, fees, chargebacks, interests, reversals, interest charges and any finance charges made by the cardmember using the Eligible Card; (ii) balances owing on the Eligible Card accounts accruing from months that do not fall within the Promotion Period; (iii) transactions relating to top-ups of any pre-paid card and brokerage/securities; (iv) any transaction that was subsequently cancelled, voided or reversed for any reason; and/or (v) such other categories of transactions which UOB may exclude from time to time without notice or giving reasons. UOB 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.

- 1.5 (a) All Eligible Transactions must be charged to the Eligible Card account of the Eligible Cardmember or to the account of the applicable supplementary cardmember of the Eligible Card. UOB is not responsible for any failure or delay in the transmission of the transactions by any party including but not limited to acquiring merchants, merchant establishments, or any telecommunication provider.
- (b) If an Eligible Transaction is cancelled or reversed after the Promotion Period is over and the total amount spent during the Promotion Period falls short of the Qualifying Spend, the Eligible Cardmember will not be considered to have incurred the Qualifying Spend.
- 1.6 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine:-
- (a) the eligibility and/or ineligibility of any cardmember for the Promotion and whether the Qualified Cardmember (as defined at Paragraph 1.3 above) is entitled to the Voucher (as defined at Paragraph 1.3 above);
- (b) when to terminate the Promotion; and/or
- (c) whether an Eligible Card and/or an Eligible Transaction qualifies for this Promotion,

and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons thereof and shall not be obliged to make any payment or compensation whatsoever to any cardmembers rendered ineligible for participation in the Promotion.

2. Voucher

- 2.1 Limited to one (1) Voucher per Qualified Cardmember regardless of the number of Eligible Cards he/she has.
- 2.2 The Voucher will be mailed by 31 August 2016 to the last known address of each of the Qualified Cardmember based on UOB's records.
- 2.3 The Voucher is neither transferrable nor exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB reserves the right to replace the Voucher with another item of similar value without giving any reason or prior notice or assuming any liability to any person. UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Qualified Cardmember's receipt of the Voucher which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has expired.
- 2.4 Notwithstanding anything to the contrary, UOB reserves the right to select substitute Qualified Cardmember(s) to substitute the initial Qualified Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.5 In the event that:-
- (a) any Qualified Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion or to receive the Voucher;
- (b) there are credit balances in the Eligible Card account of any Qualified Cardmember arising out of (but not limited to) the failure of the Eligible Transaction, returned goods or services under a failed or reversed transaction, billings disputes;
- (c) any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Voucher;
- (d) the Qualified Cardmember is subsequently found to not have incurred the Qualifying Spend; or
- (e) any other situation that UOB deems fit at its discretion has occurred,

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

- (i) to amend, correct or adjust the value of the Voucher;
- (ii) to suspend, revoke or forfeit the Voucher;

No person shall be entitled to, and UOB shall not be liable for, any payment or compensation (whether in cash, credit or kind) whatsoever arising from the above and no person shall be entitled to such payment.

- 2.6 UOB has the right, at any time and from time to time in its discretion and without prior notice, giving any reason or assuming any liability or payment of compensation to any person, to vary the Voucher. UOB's determination of the varied Voucher shall be final, conclusive and binding.
- 2.7 Any Qualified Cardmember whose Voucher has been forfeited, reclaimed, revoked or suspended or whose Voucher has become null and void shall not be entitled to a replacement Voucher or any payment or compensation notwithstanding non-receipt of the Voucher. Any Voucher 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 Voucher which have expired or are lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged.
- 2.8 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 Voucher offered in the Promotion or the acts or defaults of Starbucks and/or the merchant and/or suppliers of the Voucher offered in the Promotion. UOB is not an agent of Starbucks and/or the merchant and/or suppliers of the Voucher. Any dispute about the quality or service standard must be resolved directly with Starbucks and/or the merchant and/or suppliers. Starbucks and/or the merchant and/or suppliers of the Voucher offered in the Promotion may impose conditions for redemption and use of the Voucher 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 Voucher offered in the Promotion, 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 Voucher offered in the Promotion or arising from or in connection with the Promotion howsoever arising.

3. General

3.1 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 these Terms and Conditions, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider or such other third party which maybe engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, and/or anything outside the control of UOB;
- (b) for any failure or delay in the transmission or receipt of evidence of sale transactions by JCB, merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the cardmember being omitted from being posted to the cardmember's Eligible Card account and/or captured in UOB's system during the Promotion Period;
- (c) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
- (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 cardmember or any other person howsoever incurred or suffered.

3.2 Notwithstanding anything in these Terms and Conditions, UOB may, at any time and from time to time, vary, modify, add and/or delete any of these Terms and Conditions, including, but not limited to, terminating or withdrawing the Promotion on or amending the duration of the Promotion, or the Promotion Period, or the eligibility criteria, without giving any reason, prior notice and/or assuming any liability to any party and UOB shall not be liable to pay any compensation or enter into any correspondence in connection

with the same and all cardmembers shall be bound by these variations, modifications, additions and/or deletions. UOB's determination of all matters in connection with the Promotion and the Voucher shall be final, binding and conclusive.

- 3.3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion, including, but not limited to, the determination of whether the cardmember has met all the requirements of the Promotion, who shall be an Qualified Cardmember and to choose substitute Qualified Cardmembers if any Qualified Cardmember is subsequently found to be ineligible to receive the Voucher. UOB's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB to any person (including the cardmember). UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to the Promotion and/or the Voucher or its decision and no appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of the Promotion and/or to receive the Voucher.
- 3.4 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. In the event of any inconsistency or discrepancies between:-
 - (a) these Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail; and
 - (b) the English version of these Terms and Conditions and the Chinese version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.
- 3.5 The prevailing terms and conditions under the prevailing UOB Cardmembers Agreement ("**Standard Terms**") (available at www.uob.com.sg/personal/cards/credit/tnc.html) will continue to be binding on all cardmembers. Please visit www.uob.com.sg for the Standard Terms. Cardmembers will be subjected accordingly to the prevailing Standard Terms. Participation in the Promotion is subject to these Terms and Conditions herein. Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. 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 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) of Singapore to enforce any term of these Terms and Conditions.
- 3.7 These Terms and Conditions are governed by the laws of Singapore and all cardmembers participating in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 3.8 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.