

**“UOB JCB Overseas Spend and Get” Promotion
Terms and Conditions (“Terms and Conditions”)**

1. Eligibility for Promotion

1.1 The “UOB JCB Overseas Spend and Get” promotion (“**Promotion**”) is open during the period commencing from 15 December 2014 to 31 January 2015, both dates inclusive (“**Promotion Period**”) to all the Cardmembers (as defined under Paragraph 1.3 below) who comply with the Terms and Conditions.

1.2 Notwithstanding Paragraph 1.1 above, the following Cardmembers are not eligible to take part in the Promotion:-

- (a) Cardmembers whose Eligible Card account(s) is/are not valid, subsisting or in good standing or which are otherwise determined by UOB as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its discretion;
- (d) Cardmembers whose Credit Card account is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period and for the avoidance of doubt, termination of a Supplemental Cardmember’s Credit Card account(s) will not by itself disqualify the applicable principal Cardmember from the Promotion.;
- (e) Cardmembers who are or have become mentally incapacitated, deceased, insolvent, bankrupt or have (or any threat of) legal proceedings of any nature instituted against them or faces legal incapacity;
- (f) Cardmembers whose Credit Card accounts are deemed to be delinquent or unsatisfactorily conducted as determined by the Bank at its discretion;
- (g) Cardmembers who the Bank may decide to exclude at its discretion without notice and without furnishing any reason, at any time; and

1.3 The following terms used in the terms and conditions of the Promotion are defined as follows:-

- (a) “**Cardmembers**” means all principal cardholders of a Credit Card whose Credit Card is issued in Singapore and whose Credit Card accounts are valid, subsisting and in good standing and satisfactorily conducted as determined by the Bank at its discretion.
- (b) “**Credit Card**” shall mean a UOB JCB Platinum Card issued by United Overseas Bank Limited (“**Bank**”) in Singapore.
- (c) “**Excluded Transactions**” shall mean (i) cash advances, late payment, balance and/or funds transfer, payments at government agencies, utilities bill payments, fees (including, but not limited to, annual fees, cash advance fees, late payment fees), reversals, interest charges and any finance charges made by the Cardmember using the Credit Card; (ii) balances owing on the Credit Card accounts accruing from months that do not fall within the Promotion Period; (iii) overseas transactions effected in Singapore dollars using Dynamic Currency Converter (DCC), overseas cash withdrawals, funds transfers, cash advances, personal loan, cash advance, void card transactions, chargebacks, fees, interests, other financial charges; (iv) any transaction that was subsequently cancelled, voided or reversed for any reason; and/or (v) such other categories of transactions which the Bank may exclude from time to time without notice or giving reasons. The Bank 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. All Cardmembers shall be bound by these amendments or variation.

- (d) **“\$300 Qualifying Amount”** refers to the Transactions charged to Cardmember’s Credit Card account and where the total minimum sum of such Transactions is the foreign currency equivalent of S\$300.

“\$600 Qualifying Amount” refers to the Transactions charged to Cardmember’s Credit Card account and where the total minimum sum of such Transactions is the foreign currency equivalent of S\$600.

(the “\$300 Qualifying Amount” and “\$600 Qualifying Amount” shall collectively be referred to as the **“Qualifying Amounts”**)

- (e) **“Transactions”** shall mean all overseas posted retail transaction(s) charged in a foreign currency and successfully carried out on and charged to the Credit Card account of the Cardmember during the Promotion Period and which are successfully captured/posted on the Bank’s systems during the Promotion Period BUT shall exclude the Excluded Transactions. Transactions shall also include transactions which are charged in foreign currencies and incurred through online/e-commerce/mail/phone order purchases..

For the avoidance of doubt, the benefit of all Transactions incurred by a supplementary card holder of a Credit Card (**“Supplemental Cardmember”**) in respect of the Promotion shall accrue to the Cardmember and go towards calculating the Qualifying Amount charged on the Cardmember’s Credit Card account. The termination of a Supplemental Cardmember’s account will not by itself disqualify the Cardmember from the Promotion.

- 1.4 Notwithstanding anything herein to the contrary, the Bank 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 Cardmember is entitled to the Gift (as defined under Paragraph 3 below);
- (b) a Credit Card is valid;
- (c) charges made to the Credit Card qualify as Transactions for the purposes of the Promotion,

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

2. Participation in the Promotion

If a Transaction is cancelled or reversed after the Promotion Period and the total minimum sum of the Transactions falls short of the requisite Qualifying Amount, the Eligible Cardmember will not be considered to be eligible for the Promotion.

3. Gift

- 3.1 The first 250 Cardmembers to incur the \$300 Qualifying Amount on his/her Credit Card Account during the Promotion Period shall be entitled to receive Takashimaya vouchers worth S\$20; and the first 250 Cardmembers to incur the \$600 Qualifying Amount on his/her Credit Card Account during the Promotion Period shall be entitled to receive Takashimaya vouchers worth S\$50 (each an **“Eligible Cardmember”**).

Each Eligible Cardmember is entitled to receive Takashimaya vouchers worth either S\$20 or S\$50 only (each a “Gift”), depending on the Qualifying Amount. The Eligible Cardmember shall be limited to one Gift, and not be eligible to receive any additional Gifts despite incurring additional Transactions on the Credit Card account. The Gift is subject to availability and whilst stocks last only.

- 3.2 The Bank 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 replace or substitute the Gift with another item. The Bank's determination of the replaced and/or substituted items shall be final, conclusive and binding.
- 3.3 Gift will be sent by the Bank to the Eligible Cardmember by 31 March 2015 to the last known address of the Eligible Cardmember maintained in the Bank's records. The Bank does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in the Eligible Cardmember's receipt of 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.
- 3.4 The Gift is not transferable or exchangeable for cash, credits, other gifts or otherwise in full or in part or refundable. The Bank assumes no liability or responsibility for and will not be liable or responsible for any defect, deficiency, quality, merchantability, the fitness or any other aspect of the Gift or the goods or services offered in the Promotion or the acts or defaults of the manufacturer, merchant and/or suppliers of the Gift or the goods or services offered in the Promotion. The Bank is not an agent of the manufacturer, merchant and/or suppliers of the Gift or the goods or services offered in the Promotion. 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 or the goods or services offered in the Promotion may impose conditions for redemption and use of the Gift or the goods or services offered in the Promotion. The Bank assumes no 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 the Promotion.
- 3.5 Notwithstanding anything to the contrary, the Bank reserves the right to select reserve Eligible Cardmembers to substitute any Eligible Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 3.6 If any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Gift, the Bank reserves the right, at any time and at its discretion,:-
 - (i) to forfeit/reclaim the Gift through such modes as shall be decided by the Bank at its discretion, including, but not limited to, by directly debiting the value of the Gift from the Eligible Cardmember's account(s) maintained with the Bank without having to obtain the prior consent of the Eligible Cardmember; and
 - (ii) award or dispose of it/them in such a manner and to such person/persons as the Bank deems fit at its absolute discretion without payment or compensation whatsoever or without giving any reason to the Eligible Cardmember whose Gift was forfeited or reclaimed.

No person whose Gift has been forfeited or reclaimed shall be entitled to and the Bank shall not be liable to any party for any payment or compensation whatsoever and shall not be required to give any reason or prior notice whatsoever notwithstanding any non-receipt of notification.

4. General

- 4.1 (a) The Bank shall not be liable if it is unable to perform its obligations under the Terms and Conditions, due directly or indirectly to the failure of the telecommunication authorities or service provider 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 the Bank.
- (b) The Bank shall not be responsible or liable:-
- (i) for any failure or delay in the transmission or receipt of:-
 - (1) evidence of sale transactions by MasterCard/Visa/Unionpay/JCB/CUP/American Express acquiring merchants, merchant establishments, VISA International Incorporated, acquiring merchants, postal or telecommunication authorities/provider or any other parties which may result in a charge incurred or made by the Cardmember or the applicable Supplemental Cardmember being omitted from being posted to the Cardmember's account and/or captured in the Bank's system during the Promotion Period;
 - (ii) for any late posting of the Transactions or for any failure in the Transactions being transacted by the Credit Card or being captured in the Bank's system;
 - (iii) for any notice or communication, Gift which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected; or
 - (iv) for any breakdown or malfunction in any computer system or equipment.
- 4.2 Notwithstanding anything in the Terms and Conditions, the Bank may at any time vary, modify, add or delete any of the Terms and Conditions, including but not limited to terminating or withdrawing the Promotion or amending the duration of the Promotion Period or the eligibility criteria, without giving any reason, prior notice 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 and all Cardmembers shall be bound by these amendments or variations.
- 4.3 The Bank's decision on all matters arising out of or in connection with the Promotion is final and conclusive. The Bank shall not be obliged to enter into any correspondence with any persons and no appeal, correspondence or claims will be entertained.
- 4.4 By participating in the Promotion, each Cardmember agrees to be bound by the Terms and Conditions. The prevailing UOB Cardmember Agreement will continue to apply and be binding on all Cardmembers. If there is any inconsistency between the Terms and Conditions and the prevailing UOB Cardmembers Agreement, the Terms and Conditions prevail only to the extent of such inconsistency.
- 4.5 All information is correct at the time of publishing and the Bank 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 and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail; and

- (b) the English version of the Terms and Conditions and the Chinese version of the Terms and Conditions, the English version of the Terms and Conditions shall prevail.
- 4.7 A person who is not a party to the Terms and Conditions and/or any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such agreement or any of the Terms and Conditions.
- 4.8 The Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.

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