

Terms and Conditions governing the UOB Direct Visa Card Coffee Bean Card Promotion

1. Promotion and Promotion Period

- 1.1. The UOB Direct Visa Card Coffee Bean Card Promotion ("**Promotion**") is open to all Eligible Cardmembers (defined below) subject to the following terms and conditions.
- 1.2. The Promotion commences from **1 Feb 2015 – 30 June 2015** (both dates inclusive) or for such other period as may be determined by United Overseas Bank Limited ("**UOB**") in its absolute discretion ("**Promotion Period**").

2. Definitions

- 2.1. "**Approval Date**" refers to date UOB approves the Eligible Cardmember's application for the Eligible Card.

- 2.2. "**Eligible Cardmember**" means an individual:-

- (a) who does not hold an active Eligible Card that was issued prior to the Promotion Period;
- (b) whose Eligible Card account is opened during the Promotion Period; and
- (c) whose Eligible Card account is valid and subsisting and in the opinion of UOB, in good standing and satisfactorily conducted with UOB and is not delinquent for any reasons as may be determined by UOB.

Without limiting the generality of the above, the following persons and/or Eligible Cardmembers shall not be eligible for and/or shall be disqualified from this Promotion and shall not be entitled to any payment or compensation whatsoever:-

- (a) Persons who has an existing Eligible Card prior to the Promotion Period;
 - (b) Persons who cancelled their Eligible Card six (6) months prior to the commencement of the this Promotion;
 - (c) Persons whose Eligible Card's account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended at any time during the Promotion Period;
 - (d) Persons who are or become mentally incapacitated, deceased, bankrupts, insolvent or who face legal incapacity;
 - (e) Persons who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them; and/or
 - (f) Such other persons who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time during the Promotion Period.
- 2.3. "**Eligible Card**" means the UOB Direct Visa Card issued in Singapore by UOB during the Promotion Period.
- 2.4. "**Excluded Transactions**" means any transactions made in respect of fees and charges (including, but not limited to, annual fees) and any amount that is subsequently cancelled, voided or reversed from the account of the Eligible Card. UOB reserves the right, at any time at its discretion, to amend or vary this list without prior notification and all Eligible Cardmembers shall be bound by these amendments or variations.

- 2.5. **“Retail Spend Transactions”** include all retail spend transactions accumulated through any posted Visa retail transaction (whether in Singapore Dollars or foreign currency), including overseas, online, mail order, telephone order and Visa Paywave transactions that is successfully carried out and charged to the Eligible Card and captured/posted on UOB’s systems during that particular month but shall exclude the Excluded Transactions.

3. Gift Card

- 3.1. The first 1000 Eligible Cardmembers in each month during the Promotion Period who charge an accumulated Retail Spend Transactions of at least S\$200.00 to his/her Eligible Card within thirty (30) days from Approval Date of his/her Eligible Card (regardless of the submission date of the application form for the Eligible Card) will be awarded a The Coffee Bean Card worth \$15 (**“Gift Card”**).
- 3.2. The redemption letter for the Gift Card will be sent by the following applicable dates or such other date as shall be decided by UOB at its discretion:

Month of the Approval Date	Redemption Letter Posting Date
Feb-15	30-May-15
Mar-15	30-Jun-15
Apr-15	31-Jul-15
May-15	31-Aug-15
Jun-15	30-Sep-15

- 3.3. The Gift Card is neither transferable nor exchangeable for cash, credits, other gifts or otherwise in full or in part. UOB shall not be responsible or liable for any consequences including, but not limited to, loss of life, injury to person and/or damage to property arising from or in connection with this Promotion and/or use of the Gift Card howsoever arising.

- 3.4. If:-

- (a) any person is subsequently discovered to be ineligible or not entitled to participate in this Promotion or ineligible to receive the Gift Card; or
- (b) UOB inadvertently awards any Eligible Cardmember with amounts in excess of the value of the Gift Card that such Eligible Cardmember is actually entitled to,

UOB reserves the right, at any time and at its discretion:-

- (1) to forfeit/reclaim the value of the Gift Card or, where applicable, the excess value of the Gift Card paid through such modes as shall be decided by UOB at its discretion, including, but not limited to, by directly debiting such amounts from the Eligible Cardmember’s account(s) maintained with UOB without having to obtain the prior consent of the Eligible Cardmember; and
 - (2) award or dispose of it/them in such a manner and to such person/persons as UOB deems fit at its absolute discretion without payment or compensation whatsoever or without giving any reason to the affected Eligible Cardmember.
- 3.5. Should any Retail Spend Transaction be deemed to be for commercial and/or non-personal purposes, UOB reserves the right to refuse to take such Retail Spend Transaction into account.

- 3.6. UOB may, at any time and from time to time at its discretion and without prior notice or assigning any reason thereof or assuming any liability or payment of compensation to any person, replace, substitute or change the Gift Card with another prize of similar value.

4. General

- 4.1. The Bank 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. The Bank's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by the Bank to any person (including the Cardmember). The Bank shall not be obliged to give any reason or enter into any correspondence with any person on any matter relating to the Promotion or its decision and no appeal, correspondence or claims will be entertained.
- 4.2. Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time to determine the eligibility of any Eligible Cardmember to participate in this Promotion and shall not be obliged to give any reason therefore or to make any payment or compensation whatsoever.
- 4.3. UOB shall not be responsible or liable to any Eligible Cardmember or any other persons for any injury, claim, loss or damage arising in connection with this Promotion, including without limitation:-
- (a) for any failure or delay in the transmission or receipt of evidence of sale transactions by Visa/ acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other party(ies) or for whatever reasons which may result in a charge incurred or made by the Eligible Cardmember being omitted from being posted to the relevant Eligible Card's account and/or captured in UOB's system during the Promotion Period;
 - (b) for any late posting of the Retail Spend Transactions or for any failure in the Retail Spend Transactions being transacted by the Eligible Card or being captured in UOB's system;
 - (c) for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or
 - (d) if it is unable to perform its obligations hereunder as a result of (whether direct or indirect) the delay or failure of any third party including, but not limited to, the SMS vendor, telecommunication authorities or service provider, the failure of any machine, computer system or communication system, industrial dispute, war, Act of God or for any act or omission outside the control of UOB.
- 4.4. While all information provided herein is believed to be correct and reliable at the time of printing, UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or reliability of its contents.
- 4.5. Participation in this Promotion is subject to these terms and conditions. These terms and conditions are supplemental to UOB Debit Cardmember Agreement and the UOB SmartClub Programme terms and conditions (collectively the "Standard Terms"). Please visit www.uob.com.sg for the Standard Terms. In the event of any inconsistency between these terms and conditions herein and the Standard Terms, these terms and conditions herein shall prevail to the extent of such inconsistency.
- 4.6. In the event of any inconsistency between these terms and conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with this Promotion, these terms and conditions shall prevail.

- 4.7. Notwithstanding anything in these terms and conditions, UOB reserves the right at any time and from time to time in its discretion to determine and/or to vary/amend these terms and conditions, by addition to, subtraction from or variation of, these terms and conditions without prior notice or assigning any reason or assuming any liability to any party, including but not limited to, the eligibility terms and criteria, the duration of the Promotion Period, the selection of Eligible Cardmembers, and the timing of any act to be done, and all participants to this Promotion shall be bound by these amendments.
- 4.8. These terms and conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts
- 4.9. A person who is not a party to any agreement governed by these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any terms of such agreement.

Information is correct at time of print (Updated 15 Apr 2014).