

## **UOB PRVI Miles Platinum American Express Card 10,000 Bonus Miles Campaign Terms and Conditions (“Terms and Conditions”)**

### **1. Eligibility**

1.1 The “*UOB PRVI Miles Platinum American Express Card 10,000 Bonus Miles*” Campaign (“**Promotion**”) is open to all individuals (“**Cardmembers**”) who:-

- (a) applies for a PRVI Miles Platinum American Express Card (“**Credit Card**”) with United Overseas Bank Limited (“**UOB**”) between 1 February 2015 to 31 April 2015 (“**Promotion Period**”) and the application is approved with the PRVI Miles Platinum American Express Card account (“**Credit Card Account**”) opened during the Promotion Period;
- (b) is (or will be) the principal Cardmembers of the Credit Card; and
- (c) prior to the opening of the Credit Card Account does not have any active UOB credit card account or cancelled any UOB cards 6 months prior to this promotion.

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

- (a) Cardmembers whose Credit Card Account is not active, 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;
- (b) Cardmembers whose Credit Card Account is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime 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;
- (c) 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; and/or
- (d) Cardmembers who UOB may decide to exclude at its discretion without notice and without furnishing any reason, at any time.

1.3 The following terms used in the Terms and Conditions are defined as follows:-

- (a) “**Eligible Transactions**” shall mean all posted retails transaction(s) (whether local or overseas) successfully carried out on and charged to the Credit Card Account of the Cardmember during the Spend Period and which are successfully captured/posted on UOB’s systems during the Spend Period BUT shall exclude the Excluded Transactions. For the avoidance of doubt, the benefit of all Transactions incurred by a supplementary cardmember of a Credit Card (“**Supplemental Cardmember**”) in respect of the Promotion shall accrue to the Participating Cardmember and the termination of a Supplemental Cardmember’s account will not by itself disqualify the Cardmember from the Promotion.

- (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 Credit Card; (ii) balances owing on the Credit 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. All Cardmembers shall be bound by these amendments or variation.
- (c) **“Spend Period”** refers to the period of one (1) month from the later of the following dates:-
- (i) the date the Credit Card Account was successfully opened with UOB; and
  - (ii) 1 February 2015.

1.4 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 under Paragraph 2 below) is entitled to the Award (as defined under Paragraph 2 below); or
- (b) whether a Credit Card is valid,

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. **Awards**

- 2.1 (a) The first (1<sup>st</sup>) five hundred (500) Participating Cardmembers (**“Qualified Cardmember”**) who charges a minimum spend of Singapore Dollars One Thousand Five Hundred (S\$1,500.00) worth of Eligible Transactions (**“Qualifying Spend”**) to his/her Credit Card Account during the Spend Period, regardless of the submission date of the Credit Card application, shall each be entitled to an additional UNI\$5,000.00 (**“Award”**) which is equivalent to 10,000 air miles. The air miles set out herein refers to the air miles described in the prevailing UNI\$ Rewards Programme (available at [www.uob.com.sg](http://www.uob.com.sg)).

The calculation of the amount of Qualifying Spend made in foreign currencies is based on UOB's then prevailing exchange rate conversion of the foreign currency into Singapore dollars.

- (b) The Award will be credited to the Qualified Cardmember's Credit Card Account by 30 June 2015.
  - (c) All Eligible Transactions must be charged to the Credit Card Account of the Qualified Cardmember or to the account of the applicable Supplemental Cardmember. 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.
  - (d) If an Eligible Transaction is cancelled or reversed after the Spend Period is over and the total amount spent during the Spend Period falls short of the Qualifying Spend, the Qualified Cardmember will not be considered to have spent the Qualifying Spend.
- 2.2 Notwithstanding anything to the contrary, UOB reserves the right to select reserve Qualified Cardmembers to substitute any Qualified Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.3 In the event that:-
- (a) there are any errors or mistakes in the calculation or crediting of the UNI\$;
  - (b) if the Credit Card Account of any Qualified Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion;
  - (c) that there are credit balances in the Credit Card Account of any Qualified Cardmember arising out of (but not limited to) the failure of the Eligible Transaction, returned goods or services under that transaction, billings disputes,
  - (d) if the Credit Card account is closed or terminated within 9 months from the date the account was opened;
  - (e) any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Award;
  - (f) the Qualified Cardmember is subsequently found not have spent the Qualifying Spend; or
  - (g) any other situation that UOB deems fit,
- 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 calculation of the UNI\$;
  - (ii) to suspend, revoke, or forfeit the crediting of UNI\$ (or any part thereof); or
  - (iii) where the UNI\$ has been credited, to reclaim the UNI\$ (or any part thereof) without any liability on the part of UOB.

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.

- 2.4 In the event that the Credit Card Account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever before the UNI\$ are awarded into such card account, such UNI\$ earned shall be forfeited and the Cardmember shall not be entitled to any compensation or payment whatsoever.
- 2.5 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 value of the Award to a different value. UOB's determination of the varied value shall be final, conclusive and binding.

### **3 General**

3.1 UOB shall not be responsible or liable for:-

- (a) any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under the 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, or anything outside the control of UOB.
- (b) any failure or delay in the transmission or receipt of evidence of sale transactions by MasterCard/Visa/Unionpay/JCB/CUP/American Express, 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 Credit Card Account and/or captured in UOB's system during the Spend Period;
- (c) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected; or
- (d) for any breakdown or malfunction in any computer system or equipment.
- (e) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered, save for the Cardmember's direct loss, to the extent such loss is caused directly by UOB's fraud, gross negligence or willful misconduct arising in connection with the Promotion.

- 3.2 Notwithstanding anything in the Terms and Conditions, UOB 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 on or amending the duration of the Promotion, 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.

- 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 extra Qualified Cardmembers if any Qualified Cardmember is subsequently found to be ineligible to receive the Award. 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 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.
- 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:-
- (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.
- 3.5 Any Cardmember who participates in the Promotion will not be eligible to participate in the "*S\$50 Cash Credit*" promotion.
- 3.6 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at [www.uob.com.sg/personal/cards/credit/tnc.html](http://www.uob.com.sg/personal/cards/credit/tnc.html)) and the prevailing UOB Rewards Programme (collectively the "**Standard Terms**") will continue to be binding on all Cardmembers. Please visit [www.uob.com.sg](http://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 the Terms and Conditions herein. Cardmembers are deemed to have accepted the Terms and Conditions when they participate in the Promotion. In the event of any inconsistency between the Terms and Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency.
- 3.7 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.
- 3.8 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.
- 3.9 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 these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail.