

**Terms & Conditions for UOB Cash Advance – S\$50 Toast Box Gift Vouchers (“CATB Promotion”)(“Terms & Conditions”)**

1. This CATB Promotion is only open to “**Eligible Cardmembers**”, who are defined as:
  - (a) selected individuals who are principal holders of a personal banking credit card issued by United Overseas Bank Limited (“**UOB**”) in Singapore (“**UOB Credit Card**”) (as may be selected by UOB at its discretion) and
  - (b) who have received a Short Message Service (“**SMS**”) from UOB regarding this CCATB Promotion and
  - (c) registered for this CATB Promotion during the period commencing from **15 March – 30 April 2017**, both dates inclusive (“**Promotion Period**”) via SMS with his / her last known registered mobile number with UOB in the following format :-

**SMS “CATB<space>NRIC<space>Name” to 77862.**

2.
  - (a) UOB must have received the SMS from the Eligible Cardmembers during the Promotion Period. A SMS will be sent to the Eligible Cardmember for each successful registration. For the avoidance of doubt, each Eligible Cardmember is entitled to register only once to participate in this CATB Promotion irrespective of the number of UOB Credit Cards that he/she may have.
  - (b) Only SMSes actually received by UOB will be considered for this CATB Promotion. Any incomplete or inaccurate SMS registration or SMS registration which is not performed in accordance with the terms of this CATB Promotion will not be considered and consequently be disqualified.
  - (c) The SMS vendor, independent telecommunication authorities or service provider or such other third party is a third party and is independent and beyond the control of UOB. UOB shall not be responsible or liable in any manner whatsoever for the delay in the transmission or receipt of any SMS or for any lost SMS.
  - (d) Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB for this CATB Promotion and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Eligible Cardmembers. The Eligible Cardmembers shall pay and be solely responsible for all fees and charges imposed by such service providers for the sending and/or receipt of any SMS in connection with this CATB Promotion.
3.
  - (a) Under this CATB Promotion, subject to Clause 5 below, the first one hundred (100) Eligible Cardmembers who successfully performs one (1) Cash Advance Transaction of a minimum amount of S\$1,000.00, using his/her UOB Credit Card (“**Transaction**”) during the Promotion Period shall each be eligible to receive one (1) S\$50 Toast Box Gift Voucher (“**Gift**”). For the avoidance of doubt, there are 100 Gifts to be awarded. Eligible Cardmembers who are eligible to receive a Gift under this CATB Promotion shall be referred to herein as “**Winners**”.
  - (b) The Gift is available on a “*first come, first served*” basis only, and is limited to one (1) Gift per Winner regardless of the number of UOB Credit Cards he/she has or the number of Transactions carried out.
  - (c) For the purpose of these Terms & Conditions, “**Cash Advance Transaction**” means a transaction for:-
    - (1) withdrawal of cash at any UOB branch using a UOB Credit Card and such withdrawal of cash is from the credit card account of that UOB Credit Card;

(2) withdrawal of cash using a UOB Credit Card and its PIN at any UOB ATM in Singapore or any overseas UOB/ Cirrus/ PLUS ATMs and such withdrawal of cash is from the credit card account of that UOB Credit Card; or

(3) transfer of funds from the credit card account of a UOB Credit Card to any bank account via UOB Personal Internet Banking,

and which is successfully carried out on and charged to the Eligible Cardmember's UOB Credit Card during the Promotion Period and which is successfully captured/posted on UOB's system during the Promotion Period.

4. The Gift will be mailed by 31 July 2017 to the Winner's last known mailing address as per UOB's records.

5. (a) Further to Clause 3 above, for a Winner to qualify for the Gift:-

(i) that Winner's UOB Credit Card account must be active, valid and in good standing or satisfactorily conducted as may be determined by UOB in its sole and absolute discretion and must not be voluntarily or involuntarily closed, terminated, cancelled or suspended for any reason whatsoever; and

(ii) that Winner must not be mentally unsound, facing legal incapacity or incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against him/her.

Notwithstanding anything herein, UOB has the discretion at any time and from time to time and without having to give any notice or prior reason to determine the eligibility of any person for this CATB Promotion and/or to receive the Gift and UOB shall not be obliged to give any reason therefor.

(b) If:-

(i) the relevant Winner's UOB Credit Card account is closed, terminated, cancelled or suspended:-

(1) at any time during the Promotion Period; and/or

(2) on or before 31 July 2017,

(ii) the Winner is subsequently discovered to be ineligible, not entitled or disqualified to participate in this CATB Promotion or to receive the Gift; or

(iii) in any other situation that UOB deems fit at its discretion has occurred,

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

(A) forfeit any Gift or

(B) reclaim the Gift or

(C) if the Gift has already been awarded and/or utilised, reclaim the value of the Gift through such methods as UOB may so decide at its discretion (including, but not limited to, deducting the value of such Gift from the account of that Winner that is maintained with UOB),

and such Winner shall not be entitled to any compensation or payment whatsoever.

(c) Any Winner whose Gift has been forfeited, reclaimed, revoked or suspended or whose Gift has become null and void shall not be entitled to a replacement Gift or any payment or compensation. Any Gift 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 Gift which has expired or any Gift which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged.

6. Notwithstanding anything to the contrary, UOB has the discretion at any time and from time to time to select substitute persons to substitute the initial Winner that is subsequently found to be ineligible or disqualified or not entitled to participate in this CATB Promotion.
7. UOB reserves the right, at its discretion, at any time, without prior notice or assigning any reason thereof or assuming any liability, to replace or substitute the Gift with any other item of equal or similar value as determined by UOB. UOB's determination of the replaced and/or substituted item shall be final, conclusive and binding.
8. The Gift awarded to the relevant Winner is non-transferable, non-replaceable, non-assignable and not exchangeable for cash, credit, other goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Winner's receipt of the Gift or any Gift which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has expired. Any Gift or letter that has expired or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged is strictly non-replaceable and not exchangeable for cash or otherwise.
9. UOB assumes no liability or responsibility for the acts or default of the merchant, agent, supplier or service provider, or defects in goods or services offered or redeemed in this CATB Promotion. UOB is not an agent or principal of the merchant, agent, supplier or service provider. Any disputes about quality or service standard must be resolved directly with the merchant, agent, supplier or service provider. The merchant, agent, supplier or service provider may impose conditions for the use of the Gift, or the redemption of the goods and services with the Gift. 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 Gift, or the goods and services offered in this CATB Promotion, including but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection with this CATB Promotion, the Gift and/or the goods and services offered in this CATB Promotion or arising from or in connection with this CATB Promotion howsoever arising.
10. 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 the Terms & Conditions, due directly or indirectly to the failure of any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
  - (b) for any notice or communication, direct mailer, SMS or email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected or which the Eligible Cardmember or UOB does not receive;
  - (c) for any breakdown or malfunction in any computer system or equipment;
  - (d) for any costs, losses, damages, claims, expenses and/or injuries of any Eligible Cardmember or any other person howsoever incurred or suffered;
  - (e) for any failure or delay in the transmission of the Cash Advance Transaction or Transaction which may result in a charge incurred or transaction made by the Eligible Cardmember being omitted (whether from being posted to the Eligible Cardmember's UOB Credit Card account and/or captured in UOB's system or otherwise) during the Promotion Period; or

- (f) for any late posting of the Cash Advance Transaction or Transaction or for any failure in the Cash Advance Transaction or Transaction being transacted by the UOB Credit Card or being captured in UOB's system and thereby affecting the Eligible Customer's eligibility for this CATB Promotion or the Gifts.
11. Notwithstanding anything in the Terms & Conditions, UOB reserves the right to, at any time, in its sole and absolute discretion, amend, vary, add or delete any of the Terms & Conditions for any reason and without prior notification and without assuming any liability to any person, and UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same, and the Eligible Cardmembers shall be deemed to bound by these amendments, variations, additions or deletions to the Terms & Conditions.
  12. UOB has the discretion to make decisions on all matters relating to or in connection with this CATB Promotion. UOB's decision on all matters relating to or in connection with this CATB Promotion (including, without limitation, cardmembers who are eligible to receive the SMS referred to in Paragraph 1 above, cardmembers who are the Winners, the method in which the Winners are selected) shall be final, conclusive and binding on the Eligible Cardmember. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with the Eligible Cardmember or any persons on any matter concerning this CATB Promotion. No communication, appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of this CATB Promotion and/or to receive the Gift.
  13. While all information provided herein is believed to be correct at the time of print, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
  14. In the event of any inconsistency or discrepancies between the Terms & Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with this CATB Promotion, the Terms & Conditions shall prevail.
  15. The prevailing terms and conditions of the prevailing UOB Cardmembers Agreement ("**Standard Terms**") (available at [www.uob.com.sg/personal/cards/credit/tnc.html](http://www.uob.com.sg/personal/cards/credit/tnc.html)) will continue to apply and be binding on the Eligible Cardmembers.
  16. The prevailing terms and conditions of UOB Cash Advance (available at [www.uob.com.sg/personal/cards/payment/cash\\_advance](http://www.uob.com.sg/personal/cards/payment/cash_advance)) will continue to apply and be binding on the Eligible Cardmembers.
  17. Participation in this CATB Promotion is subject to these Terms & Conditions. Eligible Cardmembers are deemed to have accepted the Terms & Conditions when they participate in this CATB Promotion. In the event of any inconsistency between the Terms & Conditions and the Standard Terms, the Terms & Conditions shall prevail to the extent of such inconsistency in respect of matters relating to this CATB Promotion.
  18. The Terms & Conditions shall be governed by the laws of the Republic of Singapore and the Eligible Cardmembers who participate in this CATB Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
  19. A person who is not a party to these Terms & Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce or enjoy the benefit of any term of these Terms & Conditions.
  20. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.