UOB CASHPLUS PROMOTION Terms and Conditions

- 1. Eligible Customers who participate in the UOB CashPlus Promotion shall be entitled to receive a gift.
- 2. For the purpose of clause 1 above, an "Eligible Customer" shall be:
 - (a) a natural person;
 - (b) whose application to a UOB Group Bank, in accordance with the terms and conditions applicable to the UOB CashPlus Account and any other requirement of such UOB Group Bank, to open a UOB CashPlus Account is made and approved by such UOB Group Bank within the Qualifying Period, and where such person had previously opened a UOB CashPlus Account whether in his sole name or in joint names with any other person, such previous UOB CashPlus Account was not closed within one year of the date of the application to open a new UOB CashPlus Account for the purpose of this promotion;
- 3. For the purpose of clause 2 above:
 - (a) "UOB" refers to United Overseas Bank Limited;
 - (b) a "UOB Group Bank" refers to UOB or Far Eastern Bank Limited; and
 - (c) the "Qualifying Period" refers to the period commencing on 1 October 2003 and ending on 31 January 2004, both dates inclusive.
- 4. Every Eligible Customer shall be notified of his entitlement to the gift when his application is approved.
- 5. For the purpose of these Terms and Conditions, any notification to an Eligible Customer in respect of his gift shall be sent to the last known address in the records of the UOB Group Bank at which the UOB CashPlus Account is held.
- 6. Each Eligible Customer must claim his gift within one month of notification at such venue as shall be notified to him, either personally or by his duly authorised representative presenting such documents for identification purposes as UOB may require. Any gift not claimed by the deadline shall be forfeited and no claims whatsoever for payment or compensation shall be entertained.
- 7. All gifts shall not be exchangeable, transferable, redeemable or substituted (in all cases, whether in whole or in part) for cash, credit or otherwise. UOB Group Banks do not warrant the quality, performance or fitness for purpose of any of the gifts and shall not be responsible 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 the redemption or use of the gifts.
- 8. Every eligible customer is to note that if his UOB CashPlus account opened pursuant to this promotion for which he has received a gift is to be closed or terminated for whatever reason before the end of nine months from the date of opening, then he shall bear the full retail price of the gift at S\$209.00 per unit and such eligible customer agrees that in such event the UOB Group Bank at which his UOB CashPlus Account is held shall be entitled to debit the sum of S\$209.00 directly from that account to meet such liability.
- 9. UOB Group Banks assume no responsibility for any application to open a UOB CashPlus Account that may be lost, delayed, misdirected, damaged, incomplete, garbled, intercepted or whatsoever, whether due to mishandling, malfunction or otherwise of any postal, delivery, electronic, Internet or other system of transmission of the application thereby affecting the ability of the applicant to participate in the promotion contemplated herein.
- 10. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time in its absolute discretion to:
 - (a) determine and/or amend, by addition to, subtraction from or variation of, these Terms and Conditions without prior notification, including but not limited to the eligibility terms and criteria, the selection of gift recipients, and the timing of any act to be done, and all persons shall be bound by these amendments; and
 - (b) substitute, withdraw or cancel any gift without prior notice and without having to disclose any reason therefor and without any payment or compensation whatsoever.
- 11. The decisions of UOB on all matters relating hereto are final, conclusive and binding and no correspondence will be entertained. Any certification by an authorised officer of UOB relating to anything herein shall, in the absence of manifest error, be conclusive and binding.
- 12. In the event of any inconsistency between the provisions in these Terms and Conditions and the provisions of any brochure, marketing or other promotional material relating to the UOB CashPlus Promotion, the provisions of these Terms and Conditions shall prevail. For the avoidance of doubt, UOB's terms and conditions governing the UOB CashPlus Account shall apply to UOB CashPlus Accounts opened pursuant to this promotion.
- 13. The Contracts (Rights of Third Parties) Act, Cap. 53B, shall not apply to these Terms and Conditions.