



HEAD OFFICE

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## TERMS AND CONDITIONS GOVERNING UOB COMMERCIAL CARD \$\$20 ACTIVATION PROMOTION 15 JUNE - 15 JULY 2017 ("TERMS AND CONDITIONS")

- 1. This UOB Commercial Card S\$20 Promotion (15 June 15 July 2017) ("**Promotion**") is only applicable to selected United Overseas Bank Limited ("**UOB**") Cardmembers who have received a Short Messaging Service ("**SMS**") from UOB regarding this Promotion ("**Invite**").
- 2. For the purposes of this Promotion:
- "Cardmembers" mean the holders of an Eligible Card who are selected by UOB at its discretion.
- "Eligible Transactions" means all retail transaction(s) (local and/or overseas card transactions) successfully carried out on and charged to the Cardmember's Eligible Card account during the Promotion Period and which are successfully captured/posted on UOB's systems during the Promotion Period AND shall exclude payments under Instalment Payment Plans, NETS transaction, interests, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, unposted/voided/cancelled/disputed/reversed transactions and any other transactions as may be excluded by UOB from time to time.
- "Gift" means Imperial Treasure Restaurant Group Dining Voucher worth S\$20.
- "Eligible Card" means a UOB Commercial Credit Card issued by UOB in Singapore, and which account is valid, subsisting, in good standing and satisfactorily conducted in the opinion of UOB.
- 3. This Promotion is available from 15 June to 15 July 2017 (both dates inclusive) ("Promotion Period").
- 4. The first 100 Cardmembers to charge Eligible Transactions of an accumulated amount of at least \$\$300 to his/her Eligible Card during the Promotion Period ("Eligible Customers"), shall receive a Gift.
- 5. The Gifts are limited to 100 Eligible Customers. Each Eligible Customer is only entitled to a maximum of one (1) Gift. The Gifts are given on a on a first-come, first-served basis.
- 6. The Eligible Customers who are awarded the Gift shall receive their Gift by ordinary post sent to the Eligible Customer's last known mailing address with UOB by 8 September 2017, or by such other mode / form of communication and on such other date that UOB may decide on from time to time.
- 7. UOB assumes no liability or responsibility and will not be liable or responsible for any failure or delay in the Eligible Customers' 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. Any Gift 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.
- 8. The Gifts awarded are not exchangeable for cash, credit, other goods and services or otherwise.
- 9. The Gifts are provided solely by the merchant and UOB assumes no liability or responsibility for the acts or defaults of the merchant or defects in the goods or services offered in this Promotion, or for any injury, loss, damage, costs or expenses in connection with or arising out of the redemption or usage of the goods and services offered in this Promotion. UOB is not an agent of the manufacturer, merchant and/or suppliers of the Gifts 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 Gifts or the goods or services offered in the Promotion may impose conditions for redemption and use of the Gifts or the goods or services offered in the Promotion.
- 10. UOB will not be liable or responsible for any consumption, defects, deficiency, quality, merchantability, the fitness or any other aspect of the Gifts or any goods or services redeemed/claimed





under the Promotion, or the acts or defaults of the merchant, agent, supplier or service provider of the Gifts or any goods or services redeemed under the Promotion.

- 11. To qualify for the Gifts , the Eligible Customer's Eligible Card account must be in good standing or satisfactorily conducted as may be determined by UOB in its discretion and must not be voluntarily or involuntarily closed, terminated, cancelled or suspended for any reason whatsoever during the Promotion Period. If UOB subsequently discovers that the Eligible Customer is in fact not eligible to participate in or does not qualify for the Promotion, UOB may at its discretion, forfeit or reclaim the Gifts or charge to and debit an amount equivalent to the value of the Gifts, if already awarded, from any of the Eligible Customer account with UOB. If the monies standing to the credit of the account are not sufficient to reimburse UOB for the value of the Gifts, the Eligible Customer shall immediately reimburse UOB for the value of the Gifts.
- 12. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Gifts with any other item of equal of similar value selected by UOB. UOB's determination of the replaced and/or substituted item shall be final, conclusive and binding.
- 13. UOB shall not be responsible for (i) any failure or delay in the transmission of card transactions by Visa International/MasterCard/American Express/CUP, acquiring merchants for the foregoing, merchant establishments, postal or telecommunication authorities or any other parties which may result in a transaction made by a Cardmember being omitted during the Promotion Period; or (ii) any late posting of the transactions and thereby affecting a Cardmember's eligibility for this Promotion or the Gifts; (iii) for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or (iv) for any breakdown or malfunction in any computer system or equipment.
- 14. SMS vendor is a third party and is independent and beyond the control of UOB. UOB shall not be responsible in any manner whatsoever for the delay in the transmission or receipt of any SMS. 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 the Promotion and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Cardmembers. The 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 the Promotion.
- 15. Notwithstanding anything herein, UOB has the sole and absolute discretion at any time and from time to time to determine the eligibility of any Cardmember for this Promotion and shall not be obliged to give any reason therefor.
- 16. UOB reserves the right to at any time in its sole and absolute discretion to amend, vary, add or delete any of the Terms and Conditions for any reason and without prior notification without assuming any liability to any person and Cardmembers shall be bound by these amendments.
- 17. 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. 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.
- 18. All information is correct at the time of publishing and UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 19. The prevailing terms and conditions under the UOB Cardmember Agreement ("Standard Terms") continue to apply and bind the Cardmembers. Cardmembers are deemed to have accepted the Terms and Conditions herein when they participate in this Promotion. In the event of any inconsistency between the terms and conditions herein and the Standard Terms, the terms and conditions herein shall to the extent of such inconsistency, prevail in respect of matters relating to the Promotion.





- 20. A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term herein.
- 21. The terms and conditions herein shall be governed by the laws of the Republic of Singapore.

