

## TERMS AND CONDITIONS GOVERNING UOB DELIGHT CARD DAY PROMOTION (5 OCTOBER - 30 NOVEMBER 2017) ("TERMS AND CONDITIONS")

## Eligibility and Promotion Period

- 1. This UOB Delight Card Day Promotion (the "**Promotion**") is valid from 5 October to 30 November 2017 (both dates inclusive) (the "**Promotion Period**") and is applicable to all cardholders of the United Overseas Bank Limited ("**UOB**") Delight Credit Card and the Delight Debit Card (each an "**Eligible Card**" and collectively the "**Eligible Cards**").
- 2. For the purposes of this Promotion:

"Business Day" means a day other than Saturday, Sunday or a public holiday in Singapore.

"Eligible Cardmembers" means all existing cardholders only of an Eligible Card and whose Eligible Card account(s) is subsisting, in good standing and satisfactorily conducted in the opinion of UOB.

"Eligible Transaction" means a transaction of at least S\$50 at Guardian stores and/or through Guardian's website made on any Thursday during the Promotion Period (each Thursday during the Promotion Period is a "Promotion Day") which is successfully charged to an Eligible Cardmember's Eligible Card account and captured/posted on UOB's systems during the Promotion Period, AND shall exclude the Excluded Transactions.

"Excluded Transactions" means payments under Instalment Payment Plans, payments under UOB Lady's LuxePay Plans, 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. 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.

## Promotion Rebate

3. The Promotion entitles Eligible Cardmembers to earn an additional 4% rebate (the "**Promotion Rebate**") in SMART\$ for Eligible Transactions during the Promotion Period over and above the existing rebate entitlement for Eligible Cards<sup>1</sup> as shown in the table below:-

<sup>&</sup>lt;sup>1</sup> Please refer to the rebate entitlement for the Eligible Cards at <a href="http://www.uob.com.sg/personal/cards/credit/delight\_card.html">http://www.uob.com.sg/personal/cards/credit/delight\_card.html</a> and <a href="http://www.uob.com.sg/personal/cards/debit/uob\_delight\_debit\_card.html#rebate">http://www.uob.com.sg/personal/cards/debit/uob\_delight\_debit\_card.html#rebate</a> respectively for more details.



Eligible Card	Existing Eligible Card Rebate	Promotion Rebate	Total Rebate
UOB Delight	For monthly expenditure of more	4% per Eligible	12%
Credit Card	than S\$800, 8% rebate at	Transaction.	
	participating stores.		
	For monthly expenditure of S\$400 to	4% per Eligible	7%
	S\$799, 3% rebate at participating	Transaction.	
	stores.		
	For monthly expenditure of less than	4% per Eligible	4.3%
	S\$400, 0.3% rebate at participating	Transaction	
	stores.		
UOB Delight	0.5% rebate on purchases at	4% per Eligible	4.5%
Debit Card	participating stores.	Transaction	

- 4. The amount of Promotion Rebate an Eligible Cardmember can earn is capped at S\$8 worth of SMART\$ per Promotion Day.
- 5. The Promotion Rebate will be credited to the Eligible Cardmember's Eligible Card account in the following manner:
  - a. Where the Eligible Transaction is made at a Guardian store, the Promotion Rebate will be credited at the point of transaction; and
  - b. Where the Eligible Transaction is made on Guardian's website, the Promotion Rebate will be credited on the following Business Day.

## General

- 6. 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 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.
- 7. UOB will not be liable or responsible for any consumption, defects, deficiency, quality, merchantability, the fitness or any other aspect of the Promotion Rebate 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 any goods or services redeemed under the Promotion.
- 8. To qualify for the Promotion Rebate, the Eligible Cardmember'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 Cardmember is in fact not eligible to participate in or does not qualify for the Promotion, UOB may at its discretion, forfeit or reclaim the Promotion Rebate or charge to and debit an amount equivalent to the value of the SMART\$ rebate, if already awarded, from any of the Eligible Cardmember's account(s) with UOB. If the monies standing to the credit of the account are not sufficient to reimburse UOB for the value of the Promotion Rebate, the Eligible Cardmember shall immediately reimburse UOB for the value of the Promotion Rebate.
- UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Promotion Rebate 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.



- 10. 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 an Eligible Transaction being omitted during the Promotion Period; or (ii) any late posting of the transactions and thereby affecting an Eligible Cardmember's eligibility for this Promotion or the Promotion Rebate; (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.
- 11. Notwithstanding anything herein, UOB has the sole and absolute discretion at any time and from time to time to determine the eligibility of any Eligible Cardmember for this Promotion and shall not be obliged to give any reason therefor.
- 12. 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 Eligible Cardmembers shall be bound by these amendments.
- 13. 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 Eligible 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 Eligible 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.
- 14. 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.
- 15. Eligible Cardmembers will be subjected accordingly to the prevailing terms and conditions under the UOB Cardmember Agreement ("Standard Terms"). Eligible 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.
- 16. 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.
- 17. The terms and conditions herein shall be governed by the laws of the Republic of Singapore and Eligible Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore courts.