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Co. Reg. No. 193500026Z

## Terms and Conditions for UOB Visa Infinite / UOB Privilege Banking Card Overseas and Online Spend Campaign April / May 2017 ("Promotion")

- 1. This Promotion is open to all principal card holders ("Cardmembers") of the UOB Visa Infinite or the UOB Privilege Banking Card (individually a "Card", and collectively the "Cards") which is issued by United Overseas Bank Limited ("UOB") in Singapore; whose Card account is in good standing, satisfactorily conducted (as determined by UOB in its discretion); whose Card account is not voluntarily or involuntarily cancelled, terminated, closed or suspended at any time.
- 2. This Promotion is only valid between 3 April 2017 and 7 May 2017 (both dates inclusive) ("**Promotion Period**").
- 3. To qualify as an "Eligible Cardmember" for this Promotion, Cardmembers must: (i) charge Eligible Transactions amounting to at least S\$8,000 ("Qualifying Amount") to their Card during the Promotion Period; AND (ii) be amongst the top 300 Cardmembers with the highest accumulated amount of Eligible Transactions charged to their Card during the Promotion Period.
- 4. For the purposes of this Promotion, "Eligible Transactions" refer to:
  - "Overseas Shopping Transaction" means credit card retail transaction made overseas in foreign currencies at any retail store worldwide;
  - "Online Shopping Transaction" means online credit card retail transaction in foreign currencies made via shopping websites including card-not-present transactions like mail/phone order transactions in foreign currencies with payment gateway not in Singapore;
  - "Overseas Dining Transaction" means credit card transaction made overseas in foreign currencies at any food and beverage establishment worldwide; and/or
  - "Travel Transaction" means credit card transaction made overseas in foreign currencies or online transaction in foreign currencies with payment gateway not in Singapore relating to hotel/air tickets/tour agencies.

Any transaction made overseas but effected in Singapore dollars will be treated as transactions in Singapore dollars, hence will not be considered as Eligible Transactions.

5. For the avoidance of doubt, Eligible Transactions <u>exclude</u> Income/Property Tax Payment Facility, UOB Visa Infinite / UOB Privilege Banking Payment Facility, posted Instalment Payment Plan (IPP), fund transfer, cash advances, instalment loans, fees, interests, other financial charges, and without limiting the generality of the foregoing, transactions consisting of / containing the following references:

EZLINK*	WWW.PLUS500.CO.UK
EZ-Link*	PAYPAL * BIZCONSULTA
EZ Link*	PAYPAL * OANDAASIAPA
WWW.MYEZLINK.COM.SG	PAYPAL * CAPITALROYA
FlashPay ATU*	Saxo Cap Mkts Pte Ltd
FlashPayATU*	SKR*SKRILL.COM

MB* MONEYBOOKERS.COM	WWW.IGMARKETS.COM.SG
OANDAASIAPA	TRANSIT LINK*
OANDA ASIA PAC	TRANSITLINK*
PAYPAL *PLUS500.COM	AXS Payment*
PLUS500	AXSPayment*
PLUS500UK LIMITED	NETS VCASHCARD*
SKR*PLUS500CY LTD	TRANSIT*

UOB reserves the right to amend the list of excluded transactions above in its sole discretion and without any prior notice or giving any reasons.

- 6. For the avoidance of doubt, Eligible Transactions incurred on a supplementary Card will accrue to the principal Card and the benefits awarded to the principal Cardmember for the purposes of this Promotion.
- 7. The Qualifying Amount will be determined in Singapore Dollar Currency and based on UOB's prevailing foreign exchange rates as at the relevant transaction dates reflected on the Card statement during the Promotion Period for each Eligible Transaction.
- 8. Each Eligible Cardmember will qualify for an S\$300 Singapore Marriott Tang Plaza Hotel dining voucher ("Gift"). The Gift is applicable for use at any of the food and beverage establishments within the Singapore Marriott Tang Plaza Hotel and is redeemable on the total bill. Strictly for dine-in only and can only be used for single transaction. Additional orders in excess of S\$300 will be chargeable and any balance payment must be made with a UOB Visa Infinite or the UOB Privilege Banking Card.
- 9. Limited to one (1) Gift per Eligible Cardmember.
- 10. For the avoidance of doubt, Cardmembers who are holding on to both the UOB Visa Infinite Card and the UOB Privilege Banking Card will only be entitled to a one (1) time participation in the Promotion.
- In respect of Clause 10 above, such Eligible Cardmembers will be awarded the Gift only once under the Promotion.
- 12. The Gift is not transferrable, exchangeable for cash (whether in full or partial), credit, other gifts or benefit of any kind. This Promotion is not valid with any other privileges or promotions unless otherwise stated.
- 13. A notification letter (the "Letter") with details on the redemption of the Gift will be mailed to the Eligible Cardmember (to his/her last known address based on UOB's records) by 31 July 2017, or by such other mode / form of communication and on such other date that UOB may decide on from time to time.
- 14. The Letter will set out the details and procedures for the redemption of the Gift. The Eligible Cardmember must make the redemption of the Gift within the stipulated timeline; otherwise, the Gift will be forfeited and deemed null and void.
- 15. UOB assumes no liability or responsibility and will not be liable or responsible for any failure or delay in the Eligible Cardmember's receipt of the Letter or any Letter which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has expired. Any Letter that is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged is strictly non-replaceable and not exchangeable for cash or otherwise.
- 16. If any Gift remains un-redeemed by the stipulated timeline or if any Eligible Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB reserves the right to forfeit/reclaim the Gift and award or dispose of it in such

manner and to such persons as UOB deems fit without any liability on the part of UOB to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited/reclaimed Gift. Where the Gift was awarded to / redeemed by an Eligible Cardmember who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Eligible Cardmember a reimbursement for the value of the Gift.

- 17. UOB will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Gift 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 Gift or any goods or services redeemed under the Promotion.
- 18. UOB is not an agent of the merchants, agents, suppliers, or service providers. Any dispute about the quality or service standard must be resolved directly with the merchants, agents, suppliers, or service providers.
- 19. The merchants, agents, suppliers, or service providers may impose additional terms and conditions for the redemption of the Gift, or goods or services. UOB will not be responsible or liable for any injury, loss, claim or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of the redemption or usage of the Gift or goods or services or in connection with the Promotion howsoever arising. UOB and the participating merchants, agents, suppliers or service providers reserve the right to vary/amend any relevant terms and conditions without prior notice or giving any reason or being liable to any person. No correspondence, appeal, or claims will be entertained.
- 20. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Gift with any other gift of equal or similar value selected by UOB.
- 21. UOB reserves the right, at its sole and absolute discretion and at any time and without giving prior notice or any reason, to vary, amend, add or delete any of the terms and conditions herein ("**Terms and Conditions**") without assuming any liability to any person, and the Cardmembers shall be bound by these variations, amendments, additions or deletions.
- 22. Participation in the Promotion is subject to these Terms and Conditions and the Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. The Cardmembers shall indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB in connection with any breach of these Terms and Conditions.
- 23. Additionally, all Cardmembers shall continue to be bound by the terms and conditions set out in the UOB Cardmember Agreement (available at uob.com.sg/personal/cards/credit/tnc.html) ("Standard Terms"). In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency.
- 24. UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly, to the telecommunication authorities, to any machine or communication system to any merchant, or service provider or such other third party which maybe engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB.
- 25. UOB shall not be responsible for any failure or delay in the transmission or receipt of evidence of sale transactions by Visa, 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 Card account and/or captured in UOB's system during the Promotion Period.

- 26. UOB shall not be responsible for:
  - a. any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions by acquiring merchants, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge made by the Cardmember being omitted (whether from being posted to the Cardmember's account and/or captured in UOB's system or otherwise) during the Promotion Period;
  - b. for any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Eligible Cards or being captured in UOB's system; or
  - c. for any breakdown or malfunction in any computer system or equipment.
- 27. UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising. However, UOB will be liable for the Cardmember's direct loss to the extent such loss is caused directly by UOB's fraud, negligence or willful misconduct.
- 28. UOB's decision on all matters relating to this Promotion shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or enter into any correspondence with the Cardmember or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.
- 29. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not limited to varying the Promotion Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Cardmember, and all Cardmembers shall be bound by these amendments.
- 30. While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy.
- 31. A person who is not a party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of such agreement.
- 32. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

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