

Terms and Conditions for UOB GrowthPath Lucky Draw 2005

1. Eligibility

- a. The UOB GrowthPath Lucky Draw 2005 consists of an Early Bird Draw and a Grand Draw and are collectively known as the “Draws”. The promotion is open to investors who invest at least S\$5,000 in any sub-fund of GrowthPath Portfolios via United Overseas Bank Limited (“UOB”) during qualifying periods. For the Early Bird Draw, the qualifying period is from 1st September 2005 to 31st October 2005 (both dates inclusive) and for the Grand Draw the qualifying period is from 1st September 2005 to 15th December 2005 (both dates inclusive). Investments made during the qualifying periods can be counted for the respective Draws.
- b. The Draws do not extend to investors who invest through UOB Asset Management Limited (“UOBAM”) website.
- c. Chances awarded for the Draw shall be allocated according to the amount invested regardless of whether the investment is a sole or joint account investment.
- d. Investors who invest via the CPF or SRS are eligible to participate in the promotion only if their transaction/(s) is/are confirmed during the qualifying period as defined in clause 2c and 2d.
- e. The Draws do not apply to investors switching into any sub-fund of Growth Path Portfolios via UOB.
- f. The Draws are only open to individuals. Partnerships & Corporations are not eligible for the Draws.
- g. Only investments which have not been cancelled by the investor(s) or requested to be cancelled by the investor(s) as at the date of the draw shall qualify for the Draws.
- h. All employees of UOB and its subsidiaries and their immediate family members are not eligible to participate in the Draws. If the employee is married, immediate family would refer to the employee’s spouse and children. If the employee is unmarried, immediate family would refer to the employee’s parents only. In addition, employees of any partners and agencies (including, without limitation, any external auditor(s) and advertising agencies) who are directly involved in the organization or conduct of the Draws as determined by UOB shall not be eligible for the Draws.

2. Allocation of Chances

- a. The minimum investment amount to qualify for the Early Bird Draw will be S\$5,000 invested in any sub-fund of GrowthPath Portfolios from 1st September 2005 to 31st October 2005. The minimum investment amount to qualify for the Grand Draw will be S\$5,000 invested in any sub-fund of GrowthPath Portfolios from 1st September 2005 to 15th December 2005. Investors will receive 5 Draw chances for the first S\$5,000 invested and 1 Draw chance for every subsequent S\$1,000 invested, rounded down to the nearest S\$1,000.
- b. No coupons or serial numbers will be issued to investors.
- c. Investors are eligible to participate in the Early Bird Draw as long as trade is confirmed by the 20th of November 2005.
- d. Investors are eligible to participate in the Grand Draw as long as trade is confirmed by the 6th of January 2006.
- e. Double Lucky Draw chances are awarded at the end of the promotion for the Grand Draw. The awarding criteria for bonus lucky draw chances are:
$$\text{Investment amounts of equal or greater than S\$50,000} = \text{No. of Lucky Draw chances in Grand Draw} \times 2$$
- f. UOB reserves the right, at its absolute discretion, to effect adjustments, forfeitures or disqualification of the chances accumulated by any investor. The number of chances allocated to each investor by UOB in its records shall be final and conclusive.

3. Conduct of Promotion

- a. The promotion consists of an Early Bird Draw and a Grand Draw. The Early Bird Draw and the Grand Draw are collectively known as the “Draws”.
- b. The qualifying period for the Early Bird Draw commences on 1st September 2005 and ends on 31st October 2005 (both dates inclusive) or such other dates as UOB may in its sole discretion determine.
- c. The qualifying period for the Grand Draw commences on 1st September 2005 and ends on 15th December 2005 (both dates inclusive) or such other dates as UOB may in its sole discretion determine.
- d. The Early Bird Draw will be held on 30th November 2005 or such other date as UOB may determine in its sole discretion.
- e. The winners of the Early Bird Draw are still eligible for the Grand Draw (if applicable).

- f. The Grand Draw will be carried out on 20th January 2005 or such other date as UOB may determine in its sole discretion.
- g. The winner will be selected at random by UOB under the supervision of UOB's external auditors. UOB reserves the right to draw reserve winner(s) if the winner is subsequently found to be disqualified from the Early Bird Draw or the Grand Draw.
- h. Only one (1) winner each will be drawn for the 1st, 2nd, 3rd, 4th, 5th, 6th, 7th and 8th prizes for the Early Bird Draw. One winner will be drawn for the Grand prize.
- i. Details of prizes:
Grand Draw Prize: BMW 320iA +

+ *Vehicle is supplied by Performance Motors and excludes Certificate of Entitlement (COE), registration fees, road tax, insurance, IU unit, number plate, radio license and GST on both number plates and IU unit.*

Early Bird Draw Prizes:

1st Prize:	Travel Package for 2 to Europe	5th Prize:	St Gregory Spa Package
2nd Prize:	42" LG Plasma TV	6th Prize:	Dining for Two (2) at Top of the M Restaurant
3rd Prize:	Sony Video Camera	7th Prize:	S\$100 Takashimaya Vouchers
4th Prize:	Samsung E640 Mobile phone	8th Prize:	S\$50 Takashimaya Vouchers

- j. The prizes are subject to the terms and conditions accompanying it.
- k. If a winner is a joint holder, the prize will be equally shared among the joint holders. Should one of the joint holders be below 21 years old as at the date of the Draw, his or her share in the prize will be held in trust by his or her legal guardian.
- l. All winners will be notified by post sent out by UOB at their last known mailing address indicated in UOB's records or by UOBAM (for CPF/SRS transactions) within 1 month from the date of the Draw, and such notice shall be deemed to have been duly received within three (3) days from the date of posting.
- m. The results of the Draws will be published in The Straits Times or any other leading publications within 14 days of the Draw dates.
- n. All prizes shall be claimed by the winners in person at 80 Raffles Place, UOB Plaza 1, #14-05, Singapore 048624 or such other venue as UOB may notify the prize winner.
- o. If the prizes remain unclaimed for 2 months after the date of draw, it will be forfeited and donated to a charitable organization to be decided at the sole discretion of UOB. The winner whose prize has been forfeited is not entitled to any compensation notwithstanding non-receipt of notification.
- p. Should any of the stated prizes not be available for any reason whatsoever, UOB reserves the right to substitute or replace any prize with another prize of equal or similar value.

4. General

- a. The prizes are not transferable or exchangeable whether for cash or otherwise. UOB 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 Draws and/or redemption or use of any prize. The prize winner shall accept the prize on an "as is where is" basis and shall take the prize as it is.
- b. If UOB subsequently discovers that the winners are in fact not eligible to participate in the Draws, UOB may at its discretion forfeit the Prize (or reclaim it /them if already awarded) and award or dispose of it/them in such manner and to such person/persons as UOB deems fit.
- c. Notwithstanding anything herein contained. UOB reserves the right at any time in its absolute discretion to (i) amend, add and/or delete any of these terms and conditions without prior notification (including the eligibility and qualifying terms and criteria), and all participants shall be bound by such amendments, additions and/or deletions when effected, or (ii) vary, withdraw, or cancel any prizes or Draws without having to disclose a reason thereof and without any compensation or payment whatsoever. UOB's decision on all matters relating to the Draws shall be final and binding on all participants.
- d. It is a condition precedent for participation in the Draws that each winner consents to the public disclosure of his/her name, identification/passport number and photographs for publicity or commercial purposes or otherwise participates in the publicity activities of UOB in relation to GrowthPath Portfolios and to the use of any data provided by such winner for any future marketing effort by the UOB group of companies, without any payment or compensation thereof.
- e. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the promotion, these terms and conditions shall prevail.
- f. These terms and conditions shall be governed by the laws of Singapore and the participants in the Draws irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- g. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.