

**Terms and Conditions for UOB JCB Card:**

1. The Terms and Conditions herein (the “Terms”) govern the UOB JCB Card issued by United Overseas Bank Limited (“UOB”) in Singapore. UOB JCB Cardmembers are deemed to have accepted these Terms upon receipt or acceptance of or signing on or use of the UOB JCB Card.

**2. Cash Rebate****2.1.a Up to 6% Cash Rebate**

- (i) Subject to Clause 3 of the Terms below, a principal Cardmember shall be eligible to receive 6% cash rebate on the Card Transactions made at any of the following merchants (the “**Eligible Merchants**”) with a Total Spend of at least Singapore Dollars Three Hundred Dollars (S\$300) per calendar month period:-

- (a) Isetan
- (b) Ichiban Boshi
- (c) Ichiban Sushi
- (d) Kuriya Dining
- (e) Kuriya Japanese Market
- (f) Meidi-Ya
- (g) Sushi Tei
- (h) Tokyu Hands
- (i) UNIQLO

- (ii) Subject to Clause 3 of the Terms below, a principal Cardmember shall be eligible to receive 3% cash rebate on the Card Transactions made at any of the Eligible Merchants with a Total Spend of less than Singapore Dollars Three Hundred Dollars (S\$300) per calendar month period.

- (iii) UOB reserves the right at any time and from time to time at its sole and absolute discretion to vary, amend, add or delete the above list of Eligible Merchants, without giving any reason or prior notice or assuming any liability to any Cardmember, and all Cardmembers shall be bound by these amendments

**2.1.b 0.3% Cash Rebate**

- (i) Subject to Clause 3 of the Terms below, a principal Cardmember shall be eligible to receive 0.3% cash rebate on Card Transactions made at all merchants except those (A) made at the Eligible Merchants; (B) made at SMART\$ merchants where SMART\$ are issued; and/or (C) under the Exclusions at Clause 4 of the Terms below

- 2.2 For the purpose of these Terms, “**Card Transaction**” means retail transaction successfully carried out on and charged to the Card account by the principal Cardmember and/or the supplementary Cardmember, and which is successfully captured or posted on UOB’s systems, and excludes the Exclusions (please refer to Clause 4 of the Terms below). For the avoidance of doubt, the spending of all retail transactions (excluding the Exclusions) incurred by a supplementary Cardmember shall accrue to the respective principal Cardmember and form part of the principal Cardmember’s Card Transactions.

- 2.3 For the purpose of these Terms, in respect of the total spend per calendar month period accumulated pursuant to the Card Transactions (the “**Total Spend**”):-

- (i) It takes into consideration Card Transactions made at (A) any of the Eligible Merchants; (B) any of the SMART\$ merchants where SMART\$ are issued; and (C) any other merchants;
- (ii) the spending of all retail transactions (excluding the Exclusions) incurred by a supplementary Cardmember shall accrue to the respective principal Cardmember and form part of the principal Cardmember's Total Spend.

### **3. Awarding of cash rebate**

- 3.1 The cash rebates referred to at Clause 2.1(a)(i) and Clause 2.1(a)(ii) of the Terms are awarded only on Card Transactions made in Singapore and in Singapore Dollars.
- 3.2 The cash rebates awarded under Clause 2.1(a)(i) and Clause 2.1(a)(ii) of the Terms are capped at a maximum of Singapore Dollars Fifty Dollars (S\$50) per principal Cardmember Card account per calendar month.
- 3.3 The cash rebate awarded under Clause 2.1(b) of the Terms is awarded on Card Transactions made in both Singapore and/or overseas. For the purpose of calculating the Total Spend, Card Transactions made in foreign currencies will be converted to Singapore dollars based on UOB's then prevailing exchange rate on the date of conversion.
- 3.4 Spending incurred on a supplementary Card shall accrue to the respective principal Card.
- 3.5 Cash rebates awarded under Clause 2 will be credited to the principal Cardmember's Card account.
- 3.6 The cash rebate amount awarded will be based on the total spend of a Card in the current calendar month and will be credited in the qualifying Card account by the next calendar month statement.
- 3.7 The cash rebate amount awarded is not transferable and not exchangeable for cash, credit, goods and services, products, privileges or other kind in full or in part.
- 3.8 Should Cardmembers' spending be deemed to be for commercial and/or non-personal purposes, UOB reserves the right to refuse to award any cash rebate for such transactions. UOB reserves the right to cancel and void any cash rebates awarded in a Cardmember's statement of account at any time if it deems that such cash rebate was not earned from qualifying spend of a Cardmember and the Cardmember shall not be entitled to any compensation or payment whatsoever.

### **4. Exclusions**

- 4.1 The following Card Transactions do not qualify to earn any cash rebate (collectively referred to as the "**Exclusions**"):-
  - (i) any cash advances;
  - (ii) any late payment charges or interest charges on any Card;
  - (iii) any fees payable to UOB (or any other third party) for transfer of any debit balance on any other credit card to a Card;
  - (iv) any other interest, fees and charges (including without limitation, cash advance, annual or monthly fees or charges) imposed by UOB from time to time;

- (v) balance and/or funds transfers to or from the Card Account;
- (vi) any Card Transaction that was subsequently cancelled, voided or reversed for any reason;
- (vii) any other transactions as may be prescribed by UOB from time to time without any prior notice or giving any reason or being liable to any party;
- (viii) with effect from 1 Feb 2018, any payments made to government institutions and services (for example, court costs, fines, bail and bond payments, tax payment, postal services, intra-government purchases and any other government services not classified here);
- (ix) any payment made to charitable/religious organizations;
- (x) any payment of funds to any prepaid accounts including without limitation,-

- (a) top-ups made for any prepaid card; and
- (b) payment of funds to any of the following prepaid accounts:

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|-------------------------|-------------------------|
| • AXS Payment*          | • PAYPAL * OANDAASIAPA  |
| • BUS/MRT*              | • PAYPAL * CAPITALROYA  |
| • EZ LINK*              | • PLUS500               |
| • EZ-LINK*              | • PLUS500UK LIMITED     |
| • EZLINK*               | • Saxo Cap Mkts Pts Ltd |
| • EZLINKS*              | • SKR*PLUS500CY LTD     |
| • FLASHPAY*             | • SKR*SKRILL.COM        |
| • NETSFLASHPAY*         | • TRANSIT*              |
| • MB * MONEYBOOKERS.COM | • TRANSIT LINK*         |
| • OANDA ASIA PAC        | • TRANSITLINK*          |
| • OANDAASIAPA           | • WWW.IGMARKETS.COM.SG  |
| • PAYPAL* PLUS500       | • WWW.MYEZLINK.COM.SG   |
| • PAYPAL* PLUS500.COM   | • WWW.PLUS500.CO.UK     |
| • PAYPAL * BIZCONSULTA  | • TL-ABT*               |

- 4.2 UOB reserves the right at its sole and absolute discretion to determine, vary, or amend the above list of Exclusions, without giving any reason or prior notice or assuming any liability to any Cardmember.
- 4.3 For the avoidance of doubt, any Cash Rebate earned cannot be used to offset or to settle any Exclusions.

## 5. UOB JCB SMART\$ Rebate Programme

- 5.1 Cardmembers will earn SMART\$ rebate for spending at all participating SMART\$ Merchants that accept UOB JCB Card.
- 5.2 Should Cardmembers' spending be deemed to be for commercial and/or non-personal purposes, UOB reserves the right to refuse to award any SMART\$ rebate for such transactions. UOB reserves the right to cancel and void any SMART\$ rebates awarded in a Cardmember's statement of account at any time if it deems that such SMART\$ rebate was not earned from qualifying spend of a Cardmember and the Cardmember shall not be entitled to any compensation or payment whatsoever.
- 5.3 Please refer to <http://www.uob.com.sg/smart> for other terms and conditions relating to the UOB SMART\$ Rebate Programme ("**SMART\$ Terms**") that apply to the Card and which Cardmembers agree to be bound by upon receipt or acceptance of or signing on

or use of the Card. In the event of any inconsistency between these Terms and the SMART\$ Terms, these Terms shall prevail to the extent of such inconsistency.

## **6. General Conditions**

- 6.1 No UNI\$ will be awarded for all transactions made with the Card.
- 6.2 A principal or supplementary Cardmember (where applicable) is not entitled to enjoy the benefit and/or privileges stated herein if:-
- (i) his/her Card account is suspended, cancelled, closed or terminated;
  - (ii) his/her Card account is not active, valid, subsisting or in good standing or which, in UOB's opinion, is delinquent or has been unsatisfactorily conducted; or
  - (iii) he/she is mentally unsound, facing legal incapacity or is incapable of handling their affairs, passes away, is declared a bankrupt or any legal proceeding (or any threat) of any nature is instituted against his/her.
- 6.3 UOB shall not be responsible or liable for:-
- (i) any failure or delay in the transmission or receipt of evidence of sale transactions by JCB, acquiring merchants, merchant establishments, postal or telecommunication authorities, service providers or any other parties which may result in a charge incurred or 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 spending or qualifying or eligibility period or which may affect any Cardmember's eligibility to qualify for any of the benefits and/or privileges stated herein;
  - (ii) any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under these Terms, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider, any machine or communication or computer system, industrial dispute, war, Act of God, and/or anything outside the control of UOB.
- 6.4 UOB is not an agent of the Eligible Merchants, SMART\$ merchants or any merchant and as such, any dispute about the quality or service standard of the goods and services offered by the Eligible Merchants, SMART\$ merchants or any merchant must be resolved directly with them respectively. UOB assumes no liability or responsibility in any manner whatsoever for the acts or defaults of the Eligible Merchants, SMART\$ merchants or any merchant or defects in the goods and services offered by them, or for any injuries, loss damage, costs or expenses in connection with or arising out of the redemption or usage of the goods and services offered by the Eligible Merchants, SMART\$ merchants or any merchant.
- 6.5 UOB reserves the right to reject any request for cash rebate and SMART\$ adjustment in its sole and absolute discretion without assigning any reason therefor and is not obliged to enter into any correspondence with any Cardmember concerning such adjustments.
- 6.6 Adjustments will be made to the cash rebate and SMART\$ if there is any unposted, voided, cancelled, disputed and/or reversed transactions including those arising from returned goods or services, billing disputes, or any other reason at the discretion of UOB.

- 6.7 To earn cash rebate and SMART\$, the Cardmember's Card account must be in good standing and cannot be cancelled for any reason.
- 6.8 In the event that the Cardmember's Card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever before the cash rebate and SMART\$ is awarded into such Card account, such cash rebate and SMART\$ earned shall be forfeited and the Cardmember shall not be entitled to any compensation or payment whatsoever.
- 6.9 UOB's decision on all matters relating to the Cardmember's Card account and on all matters pertaining to the cash rebate, award, benefits and privileges conferred by the use of the Card shall be final, conclusive and binding on Cardmembers. UOB reserves the right at any time, and from time to time in its discretion to withdraw, cancel or vary the cash rebate, award, benefits and privileges conferred by the use of the Card without having to disclose any reason therefor, and the Cardmember shall not be entitled to any payment or compensation whatsoever.
- 6.10 UOB reserves the right, at its sole and absolute discretion and at any time and from time to time and without giving prior notice or any reason, to vary, amend, add or delete any of the terms and conditions herein without assuming any liability to any person. The change will take effect from the date specified in a notice given in accordance with UOB's usual practice. Cardmembers who continue to use the Card after the change takes effect shall be deemed to have accepted the change without reservation.
- 6.11 The prevailing terms and conditions under the prevailing UOB Cardmembers Agreement (**"Standard Terms"**) (available at [uob.com.sg/personal/cards/credit/tnc.html](http://uob.com.sg/personal/cards/credit/tnc.html)) will apply and continue to be binding on all Cardmembers and Cardmembers agree to be bound by the Standard Terms. Please visit [uob.com.sg](http://uob.com.sg) for full details. In the event of any inconsistency between these Terms and the Standard Terms, these Terms shall prevail to the extent of such inconsistency.
- 6.12 In the event of any inconsistency between the Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Card's benefits, the Terms shall prevail.
- 6.13 While all the information provided herein is believed to be reliable at the time and date of printing, UOB make no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 6.14 These Terms shall be interpreted, construed and governed by the laws of Singapore and Cardmembers hereby submit to the exclusive jurisdiction of the Singapore Courts.
- 6.15 A person who is not a party to these Terms and/or any agreement governed by these Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such agreement or any of these Terms.
- 6.16 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.