

Terms and Conditions Governing United Overseas Bank (“UOB”) Lady’s Apply & Get Promotion (“Terms and Conditions”)

1. Eligibility and Promotion Period

- 1.1 The “UOB Lady’s Apply & Get Promotion” (the “**Promotion**”) is only valid from 1 November 2017 to 31 December 2017 (both dates inclusive) (“**Promotion Period**”) and is only open to existing holders of a UOB Lady’s Debit Card (“**Debit Cardmembers**”)
- 1.2 The first 1000 Debit Cardmembers who fulfil all the following conditions (“**Qualified Cardmembers**”) will be entitled to receive a S\$30 cash rebate (“**Cash Rebate**”):
- (a) has completed and submitted an application to be a principal holder of a UOB Lady’s Credit Card (“**Card**”) within the Promotion Period;
 - (b) the application for the Card is approved by UOB during the Promotion Period;
 - (c) must not have previously had the Card and cancelled the Card within 6 months prior to 1 November 2017;
 - (d) must not be an existing principal holder of a UOB credit card; and
 - (e) successfully charges a minimum of S\$300.00 worth of Eligible Transactions (as defined below) to the Card account within the thirty (30) days from the date UOB approves the Debit Cardmember’s application for the Card (“**Qualifying Period**”).
- 1.3 Only Eligible Transactions which are successfully carried out on the Card and posted on UOB’s systems will count towards the Minimum Spend amount above. “**Eligible Transactions**” refer only to local or overseas retail transactions charged to the principal during the Qualifying Periods, and shall exclude: (i) cash advances, late payment, personal loan, balance and/or funds transfer, SmartPay, LuxePay, payments at government agencies, utilities bill payments, insurance payments, charitable payments, fees, chargebacks, interests, reversals, interest charges and any finance charges imposed by UOB; (ii) transactions relating to top-ups of any pre-paid card and brokerage / securities or any other pre-paid account; (iii) any transaction that is subsequently cancelled, voided or reversed for any reason; (iv) any gambling related transactions and any other transactions we may exclude from time to time without prior notice or giving reasons. 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.
- 1.4 For the avoidance of doubt, if there are supplementary cardholders of the Card pursuant to the Debit Cardmember’s application for a Card during the Promotion Period, Eligible Transactions incurred by the supplementary cardholder shall NOT accrue to the Qualified Cardmember’s Card account. The termination of a supplementary holder’s Card will not by itself disqualify that Debit Cardmember from participating in the Promotion.
- 1.5 Each Qualified Cardmember is only entitled to receive 1 Cash Rebate in this Promotion. The Cash Rebate awarded to a Qualified Cardmember will be credited to that Qualified Cardmember’s Card account by 28 February 2018.
- 1.6 The following persons shall not be eligible to participate in the Promotion:
- (a) any person whose Debit Card and/or Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 1 November 2017 and 31 December 2017 (both dates inclusive);

- (b) a person who is mentally unsound, facing legal incapacity or is incapable of handling his/her affairs, deceased, insolvent, bankrupt or have any legal proceedings of any nature instituted against him/her or any threat of legal proceedings of any nature instituted against him/her;
- (c) any person whose Debit Card and/or Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined as being delinquent or unsatisfactorily conducted by UOB in its absolute discretion
- (d) any person UOB may decide to exclude, at its discretion, without prior notice or giving any reason at any time.

2. General

- 2.1 The Cash Rebate is neither transferrable nor exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB reserves the right to replace the Cash Rebate with another item of similar value without giving any reason or prior notice or assuming any liability to any person.
- 2.2 UOB reserves the right to select substitute Qualified Cardmembers to substitute an initial Qualified Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.3 UOB has the right, at any time and from time to time in its discretion and without giving prior notice, giving any reason, or assuming any liability or offering payment of compensation to any person, to vary how the Cash Rebate is determined and/or the value of the Cash Rebate to be awarded. UOB's determination of the manner in which the Cash Rebate is determined and/or the varied Cash Rebate shall be final, conclusive and binding and no appeal, correspondence, compensation, claims or payments will be entertained or made.
- 2.4 Without foregoing the generality of the above, in the event that:-
 - (i) any Qualified Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion or to receive the Cash Rebate;
 - (ii) the Qualified Cardmember is subsequently found not to have incurred the Eligible Transactions; or
 - (iii) any other situation that UOB deems fit at its discretion has occurred,

UOB is entitled at its sole and absolute discretion, and at any time without liability or prior notice or having to give any reason:-

- (a) to amend, correct or adjust the Cash Rebate;
- (b) to suspend, revoke or forfeit the Cash Rebate;
- (c) to request for the refund the value of the Cash Rebate (if already awarded) through such methods a UOB may so decide at its discretion

No person shall be entitled to, and UOB shall not be liable for, any payment or compensation (whether in cash, credit or kind) whatsoever arising from the above and no person shall be entitled to such payment.

- 2.5 UOB does not assume any liability or responsibility for and will not be liable or responsible for any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the redemption or usage of or purchase of the cash rebates, goods and services offered in or associated with the Promotion or any of the Activation Gifts including, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection with the Promotion and/or any of the Activation and/or use of the goods or services offered in the Promotion or arising from or in connection with the Promotion howsoever arising.

2.6 UOB shall not be responsible or liable for:-

- (i) for any failure or delay in the transmission of any of the Eligible Transactions and/or or any sale transactions or the Eligible Transactions by any card associations, acquiring merchants, merchant establishments, merchant acquirer, postal or telecommunication authorities or any other parties which may result in an Eligible Transaction incurred by the applicable Debit Cardmember of an Card being omitted during the Qualifying Period;
- (ii) for any late posting of any of the Eligible Transactions (or any part thereof) or for any failure in the Eligible Transactions (or any part thereof) being transacted or being captured in UOB's system;
- (iii) for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which is not received in time;
- (iv) for any breakdown or malfunction in any computer system or equipment;
- (v) if UOB is unable to perform its obligations hereunder as a result of (whether direct or indirect) the delay or failure of any third party including, but not limited to, the SMS vendor, telecommunication authorities or service provider, the failure of any machine, computer system or communication system, industrial dispute, war, Act of God or for any act or omission outside the control of UOB; or
- (vi) for any cost, damage, claim of, loss to or expenses of any cardmember or any other person in connection with the Promotion, howsoever arising.

2.7 In the event of any inconsistency or discrepancies between the Terms and Conditions and any brochure, marketing or promotional material or any other material relating to the Promotion or the Cash Rebate, the Terms and Conditions will prevail.

2.8 Notwithstanding anything to the contrary, UOB reserves the right, at its sole and absolute discretion and at any time and without giving prior notice or any reason, to terminate or the Promotion and/or to vary, amend, add or delete any of the Terms and Conditions herein (including, but not limited to, the Promotion Period, the Qualifying 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 person and no appeal, correspondence or demands or claims will be entertained and no payment or compensation will be given or paid by UOB. All cardmembers shall be bound by the amendments.

2.9 UOB has the discretion to make decisions on all matters relating to or in connection with the Promotion. UOB's decision on all matters relating to the Promotion are at its discretion and shall be final, conclusive and binding on the cardmember. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with the cardmember or any persons on any matter concerning the Promotion or its decision and no appeal, correspondence or demands or claims will be entertained and no payment or compensation will be given or paid by UOB.

2.10 The terms and conditions of the prevailing UOB Debit Cardmembers Agreement and the UOB Cardmembers Agreement (collectively the "**Standard Terms**") shall continue to be binding on all Cardmembers. Please visit uob.com.sg for the Standard Terms. The Terms and Conditions herein shall prevail in the event of any inconsistency between the Terms and Conditions herein and the Standard Terms in so far as it relates to the Promotion.

2.11 All information is correct at the time of publishing or printing and UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.

2.12 The Promotion, the Terms and Conditions, including all matters arising out of or in relation to the Promotion shall be governed by the laws of Singapore, and all cardmembers who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.

- 2.13 A person who is not a party to the Terms and Conditions or any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any such term or term of such agreement.
- 2.14 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.