

Terms and Conditions governing the UOB Debit “\$20 The Choice Voucher” 2013 Promotion
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1. Promotion and Promotion Period

- i. The UOB Debit “\$20 The Choice Voucher” 2013 Promotion (“**Promotion**”) is open to all Eligible Cardmembers (as herein described) subject to the following terms and conditions.
- ii. This Promotion commences from **15 November 2013 to 31 December 2013** (both dates inclusive) (“**the Promotion Period**”) or for such other period as may be determined by United Overseas Bank Limited (“**UOB**”) in its absolute discretion.

2. Eligibility

- i. Subject to the provisions herein, the term “**Eligible Cardmembers**” shall mean all existing holders of UOB Debit Visa Cards or UOB Direct Visa Cards issued in Singapore (collectively referred to as “**UOB Debit Cards**” and each a “**UOB Debit Card**”):-
 - a. who have received communications e.g, a Direct Mailer or SMS , inviting him/her to participate in this Promotion; and
 - b. whose UOB Debit Card account is valid and subsisting and in the opinion of UOB, in good standing and satisfactorily conducted with UOB shall be eligible to participate in this Promotion, and each of them is an “**Eligible Cardmember**”.
- ii. Without limiting the generality of this provision, the following Eligible Cardmembers shall be disqualified from taking part in this Promotion and shall not be entitled to any payment or compensation whatsoever:-
 - a. whose UOB Debit Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between the Promotion Period (both dates inclusive);
 - b. who are or become mentally incapacitated, deceased, bankrupts, insolvent or who face legal incapacity;
 - c. who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them;
 - d. whose UOB Debit Card accounts are not active, valid, subsisting or in good standing or which are otherwise determined by UOB in its absolute discretion as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its absolute discretion;
 - e. who UOB may decide to exclude at its absolute discretion without notice and without furnishing any reason, at any time during the Promotion Period.

Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and from time to time to determine the eligibility of any Eligible Cardmember to participate in this Promotion and shall not be obliged to give any reason therefore or to make any payment or compensation whatsoever.

3. Participation

- i. To be entitled to participate in this Promotion, the Eligible Cardmember must be one of the first seven hundred and fifty (750) Eligible Cardmembers to charge a minimum of S\$600 of his/her Retail Spend (as defined below) transactions to their UOB Debit Card during the promotion period.
- ii. “*Retail Spend*” includes all retail spend accumulated through any posted Visa retail transaction (whether in Singapore Dollars or foreign currency), including overseas, online, mail order, telephone order and Visa Paywave transactions but it excludes any retail spend made in respect of fees and charges (including, but not limited to, annual fees, and fees) and any amount charged to the UOB Debit Card in that calendar month that is subsequently cancelled, voided or reversed. UOB is not responsible to ensure that the Retail Spend transactions are transacted and posted promptly and captured in UOB’s system and shall not be responsible for any failure or delay in the transmission or receipt of evidence of the Retail Spend transactions by Visa Acquiring Merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities

or any other party(s) which may result in a Retail Spend transaction incurred by the Eligible Cardmember being omitted from being received by UOB during the Promotion Period.

4. S\$20.00 The Choice Voucher

- i. The first 750 Eligible Cardmember who qualifies in this Promotion will be awarded S\$20.00 The Choice Voucher ("**Gift**"), redeemable at Cold Storage, Giant, Jason's Marketplace, Guardian and 7-Eleven. Gift will be mailed to winners.
- ii. The Gift is neither transferable nor exchangeable for credits, other gifts or otherwise in full or in part or refundable. 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 this Promotion and/or use of the Gift.
- iii. If any person is subsequently discovered to be ineligible or not entitled to participate in this Promotion or ineligible to receive the Gift, UOB reserves the right to forfeit/reclaim the Gift at UOB's discretion. No person whose Gift has been forfeited shall be entitled to and UOB shall not be liable to any party for any payment or compensation whatsoever and without having to give any notice whatsoever notwithstanding any non-receipt of notification.
- iv. UOB may, at any time and from time to time in its absolute discretion and without prior notice or assigning any reason thereof or assuming any liability or payment of compensation to any person, replace, substitute or change the Gift with another prize of similar value selected by UOB at their absolute discretion. UOB's determination of the substituted prize shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained.

5. General

- i. The decisions of UOB on all matters relating to or in connection with this Promotion is at their absolute discretion, including, but not limited to, UOB's determination on whether:-
 - a. Eligible Cardmembers have met all the requirements of this Promotion, and,
 - b. Retail Spend transactions made to the UOB Debit Card qualify for the purposes of this Promotion.

All such decisions shall be final, conclusive and binding on all individuals and UOB shall not be required to give any reasons on any matter relating to this Promotion and no appeal, correspondence(s) and claim(s) will be entertained. UOB has the absolute right and unfettered discretion to determine whether the Eligible Cardmembers has met all the requirements of this Promotion and/or to receive the Gift awarded.

- ii. If UOB subsequently discovers that any Eligible Cardmember is in fact not eligible to participate in this Promotion or to receive Gift awarded, UOB may at its sole discretion forfeit Gift awarded or reclaim it (if already awarded) and award or dispose of it/them in such a manner and to such person/persons as UOB deems fit at its absolute discretion without payment or compensation whatsoever or without giving any reason to the Eligible Cardmember whose Gift was forfeited or reclaimed.
- iii. UOB shall not be responsible or liable:-
 - a. for any failure or delay in the transmission or receipt of:-
 - evidence of sale transactions by Visa/ acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other party(ies) or for whatever reasons which may result in a charge incurred or made by the Eligible Cardmember being omitted from being posted to the relevant UOB Debit Card account and/or captured in UOB's system during the Promotion Period; and/or
 - SMS by or from any SMS vendor, telecommunication authorities or service providers which may result in the SMS not being received by UOB and therefore the Eligible Cardmember being omitted from participating in this Promotion;
 - the direct mailers or for any late posting of the direct mailers;
 - b. for any late posting of the Retail Spend transactions or for any failure in the Retail Spend transactions being transacted by the UOB Debit Card or being captured in UOB's system;
 - c. for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post;
 - d. for any breakdown or malfunction in any computer system or equipment
 - e. for any injury, loss, damages and/or costs of any kind arising from or in connection with this Promotion including, but not limited to:-
 - any act or omission relating to the Eligible Cardmember's participation in this Promotion howsoever arising; or

- arising from the usage of the Gift awarded;
- f. any of the scenarios described under Paragraph iii(a) to (e) above if it 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 or communication system, industrial dispute, war, Act of God or for any act or omission outside the control of UOB.

The Eligible Cardmember shall indemnify UOB for any claims, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred by UOB in connection therewith.

- iv. UOB shall not be liable to any Eligible Cardmember or any other persons for any loss or damage arising in connection with this Promotion, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, UOB assumes no responsibility for lost, late, misdirected, incomplete, ineligible and/or postage-due mail.
- v. UOB assumes no liability or responsibility and will not be liable or responsible 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 or in connection with or arising from this Promotion howsoever arising.
- vi. These terms and conditions herein are supplemental to UOB Cardmember Agreement and the UOB SmartClub Programme terms and conditions ("**Standard Terms**"). Please visit www.uob.com.sg for the Standard Terms. In the event of any inconsistency between these terms and conditions herein and the Standard Terms, these terms and conditions herein shall prevail to the extent of such inconsistency. Participation in this Promotion is subject to these terms and conditions stated herein. While all the information provided herein is believed to be correct and reliable as the date of printing, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy. In the event of any inconsistency between:-
 - a. these terms and conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with this Promotion, these terms and conditions shall prevail; and
 - b. the English version of these terms and conditions herein and the Chinese version of these terms and conditions herein, the English version of these terms and conditions herein shall prevail.
- vii. Notwithstanding anything in these terms and conditions, UOB reserves the right at any time and from time to time in its absolute discretion to determine and/or to vary/amend these terms and conditions, by addition to, subtraction from or variation of, these terms and conditions without prior notice or assigning any reason or assuming any liability to any party, including but not limited to, the eligibility terms and criteria, the duration of the Promotion Period, the selection of the Eligible Cardmembers, and the timing of any act to be done, and all participants to this Promotion shall be bound by these amendments.
- viii. These terms and conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- ix. 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 any terms of such agreement.
- x. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.