Terms and Conditions for United Overseas Bank Limited ("UOB") "BE SMART RICH" CAMPAIGN

The UOB "BE SMART RICH CAMPAIGN" consists of UOB 3% SMART\$ Rebate Promotion (the "**Promotion**").

UOB 3% SMART\$ Rebate Promotion

- 1. The UOB 3% SMART\$ Rebate Promotion is valid from 16 August 2011 to 31 December 2011, both dates inclusive. The UOB 3% SMART\$ Rebate Promotion is only applicable to all principal and supplementary cardholders of UOB Platinum Debit Cards (UOB NOW Debit Card, UOB Direct Debit Card and UOB Debit Visa Card) issued in Singapore and UOB Credit Cards issued in Singapore ("Eligible Cardmembers"), and is not applicable to UOB PRVI American Express® Card, UOB Preferred Platinum American Express Card, UOB UnionPay Platinum Card, UOB Travel Account Card, Purchasing and Private Label Card unless otherwise stated.
- To be eligible for the 3% SMART\$ rebate, Eligible Cardmember must charge a minimum retail spend of S\$500 to his/her UOB card per statement cycle during the promotional period for this promotion when Eligible Cardmember shops at Cold Storage. The 3% SMART\$ rebate earned at the Cold Storage will be credited to his/her next monthly statement and may only be redeemed at any of the participating Smart\$ merchants. Please visit www.uobgroup.com for a complete listing of participating Smart\$ merchants.
- 3. No combination of spending for principal and supplementary Eligible Cardmembers. SMART\$ rebate credited to the principal card can only be redeemed by the principal Eligible Cardmember. SMART\$ rebate credited to the supplementary card can only be redeemed by the supplementary Eligible Cardmember.
- 4. Eligible retail spend includes retail purchases made locally or overseas, recurring payments like GIRO and Interest-free Instalment Payment Plan (only the amount billed on the credit card for any particular month and not the full instalment amount) except funds transfers, cash advance, fees, interests or any other financial charges.
- 5. In the event that the relevant UOB card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever before the 3% SMART\$ rebates are credited into the said card account, such 3% SMART\$ rebates shall be forfeited and the Eligible Cardmember shall not be entitled to any compensation or payment whatsoever.
- 6. UOB accepts no liability for any late posting of the purchases, failure or delay in the transmission of evidence of sale transaction by merchants or for whatsoever reasons which may result in a charge incurred or made by the Eligible Cardmember being omitted during the promotional period for this promotion.
- 7. Awarded 3% SMART\$ rebates will be limited to 50 SMART\$ per statement cycle per UOB card and will be reflected in the following month's statement cycle. UNI\$ will not be awarded for card transactions that earn SMART\$ rebate.
- UOB SMART\$ rebate terms and conditions apply. Please refer to uob.com.sg for details.

General Terms and Conditions

- 1. SMART\$ is non-transferable and cannot be exchanged for cash or in kind.
- 2. The following are not eligible for the Promotions:
 - 2.1 Cardmembers whose accounts are terminated between 16 August 2011 and 31 December 2011 (both dates inclusive);
 - 2.2 Persons who are or become unsound mind, deceased, insolvent or have legal proceedings of any nature instituted against them;
 - 2.3 Any accounts that are deemed to be delinquent, not in good standing or unsatisfactorily conducted for any reason as determined by UOB at its sole and absolute discretion; and
 - 2.4 Any other persons as UOB may decide to exclude at its sole and absolute discretion without notice and without furnishing any reason.
- 3. The merchants may impose conditions for the redemption of the goods or services.
- 4. UOB assumes no liability or responsibility for the acts or defaults of the merchant or defects in the goods and services offered in the Promotion.
- 5. UOB is not an agent of the merchants. Any dispute about the quality or service standard of the goods and services offered in the Promotion must be resolved directly with the respective merchants.
- 6. UOB will not be responsible for any injury, loss or damage suffered as a result of the redemption or usage of the goods and services offered in the Promotion.
- 7. UOB reserves the right to vary/amend any of the terms and conditions governing the Promotions at any time in its absolute discretion, including but not limited to the varying the promotional period, terminating any of the Promotion, eligibility terms and criteria, the selection of the Eligible Cardmembers for any of the Promotion and the designated UOB card for the Promotion, and the timing of any act to be done without giving any reason or prior notice or assuming any liability to any participant, and all participants shall be bound by these amendments.
- 8. While the information provided herein is believed to be reliable as at the date of publishing, UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or reliability for its completeness or accuracy.
- 9. The decisions of UOB on all matters relating to the Promotion are final, conclusive and binding. UOB shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Promotion.
- 10. In the event of any inconsistency between these terms and conditions herein and any advertising, promotional, publicity and other materials relating to or in connection with the Promotion, these terms and conditions herein shall prevail.
- 11. A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term herein.
- 12. These Terms and Conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers who participate in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the Singapore Courts.