

**UOB Gold or Classic Card S\$30 Voucher Campaign 2013****Terms and Conditions****1. ELIGIBILITY**

- 1.1 To be eligible for United Overseas Bank Limited's ("UOB") *"Gold or Classic Card S\$30 Voucher Campaign"* (the "Promotion"), the Eligible Cardmember must have, during the Qualifying Period (as defined under Paragraph 2 below), successfully meet the Qualifying Spend requirement. For the avoidance of doubt, each Eligible Cardmember is entitled to participate only once in the Promotion notwithstanding the number of Eligible Cards that he/she may have.
- 1.2 The following terms used herein are defined as follows:-
- (a) "Eligible Cardmember" shall mean any existing principal and supplementary holders of Eligible Cards, whose card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its discretion and who have received communications from UOB inviting him/her to participate in the Promotion.
  - (b) "Eligible Cards" shall mean any Gold (Visa or MasterCard) or Classic (Visa or MasterCard) Personal credit card issued by UOB in Singapore but shall exclude any Gold (Visa or MasterCard) or Classic (Visa or Mastercard) Corporate credit card, Travel Account, Purchasing, Business, Multicurrency Corporate and Private Label credit cards issued by UOB.
  - (c) "Excluded Transactions" shall mean credit or debit card retail transaction(s) in respect of cash advances, balance and/or funds transfer, SmartPay, payments at government agencies, annual fees, cash advance fees, late fees, reversals, interest, any finance charges made by the Eligible Cardmember using the Eligible Cards and any Transaction that was subsequently cancelled, voided or reversed for any reason. UOB reserves the right, at any time at its discretion, to amend or vary this list without prior notification and all Eligible Cardmembers shall be bound by these amendments or variations.
  - (d) "Qualifying Spend requirement" shall mean a minimum of S\$2,000.00 (or its equivalent in foreign currency) worth of Transactions charged to the Eligible Card (whether as principal or supplementary holders of the Eligible Card).
  - (e) "Transactions" shall mean credit card retail transaction(s) (whether local or overseas or whether in Singapore Dollars or in a foreign currency) successfully carried out on and charged to the Eligible Cards during the Qualifying Period and which are successfully captured/posted on UOB's systems during the Qualifying Period BUT shall exclude the Excluded Transactions.
- 1.3 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine the eligibility of any Eligible Cardmember for the Promotion and shall not be obliged to make any payment or compensation whatsoever.
- 1.4 Without limiting the generality of Paragraph 1.1, the following Eligible Cardmembers shall be disqualified from taking part in the Promotion:-
- (a) whose Eligible Card account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Qualifying Period and for the avoidance of doubt, termination of a supplementary Eligible Card account(s) will not by itself disqualify the applicable principal Eligible Cardmember from the Promotion.;

- (b) whose Eligible Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined by UOB as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its discretion;
- (c) those who are mentally unsound, facing legal incapacity or is incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
- (d) who UOB may decide to exclude, at its discretion, without prior notice at any time during the Qualifying Period.

## 2. **QUALIFYING PERIOD**

The Promotion is valid only for Qualifying Spend requirement made and captured posted between 12.00 a.m. on 1 May 2013 to 11.59 p.m. on 30 June 2013 (Singapore date/time), both dates and times inclusive ("**Qualifying Period**") subject to all the terms and conditions herein.

## 4. **THE PROMOTION**

- 4.1 The Eligible Cardmember who, during the Qualifying Period: is one of the first (1<sup>st</sup>) two hundred and fifty (250) Eligible Cardmembers who satisfies the Qualifying Spend requirement (the "**Winners**"), will each be entitled to a S\$30 The Choice Voucher ("Gift").
- 4.2 The Winners will be determined by UOB based on its records of Transactions. The Eligible Cardmembers may be contacted by UOB (via any of his/her contact details based on the last known contact information of the Eligible Cardmembers with UOB Card Centre's records to verify his/her eligibility to participate in the Promotion.
- 4.3 A fulfillment Letter and Gift will be mailed to the Winners last known mailing address as per existing UOB's records.
- 4.4 If the Gift remains unclaimed or if any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Gift, UOB reserves the right to forfeit/reclaim the Gift and award or dispose of it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to the Winner whose Gift was forfeited/reclaimed. No payment or compensation whether in cash, credit or kind shall be made for the forfeited/reclaimed Gift notwithstanding non-receipt of notification.
- 4.5 UOB may, at any time and from time to time in its discretion and without prior notice or assuming any liability or payment of compensation to any person, substitute, replace or change the Gift stipulated herein, with another item of similar value (whether in cash or otherwise).
- 4.7 Notwithstanding anything to the contrary, UOB reserves the right to select reserve winners to substitute any Winner that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion. UOB shall not be liable to any such party for any payment or compensation arising from the above.
- 4.8 The Gift is not transferable or exchangeable for cash, credits, other gifts or otherwise in full or in part or refundable. UOB assumes no liability or responsibility and shall not be responsible or liable 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 the usage of the Gift or in connection with the Promotion and/or redemption or use of the Gift and any consequences including, but not limited to, loss of life, injury to person and/or loss or damage to property arising from or in connection with the Promotion, and/or use of the Gift howsoever arising.

- 4.9 UOB does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in any of the Winners receipt of the Fulfillment Letter and Gift if the Fulfillment Letter and Gift gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected. Any Fulfillment Letter and Gift that is expired, lost, misplaced, tampered with, defaced, stolen, misdirected or damaged is strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for any unreceipt of Fulfillment Letter and Gift that is lost, tampered with, misplaced, defaced, stolen, misdirected or damaged.

**5. OBLIGATIONS OF PARTICIPATION**

- 5.1 Participation in the Promotion is subject to these Terms and Conditions and the Eligible Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion.
- 5.2 By participating in the Promotion, the Eligible Cardmembers and the Winners expressly and irrevocably permits, authorizes and consents to the disclosure of his/her name, identification number and photographs for advertising, promotional, publicity or commercial purposes or otherwise co-operate and participate in the publicity activities of UOB in relation to the Promotion and to the use of any data provided for any future marketing effort undertaken by UOB in connection with the Eligible Cards, without any payment or compensation thereof.

**6. GENERAL**

- 6.1 UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of the SMS vendor, the telecommunication authorities or service provider or such other third party which maybe engaged for the Promotion, any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of UOB.
- 6.2 UOB shall not be responsible or liable:-
- (a) for any failure or delay in the transmission or receipt of:-
    - (i) evidence of sale transactions by MasterCard/Visa acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other parties or for whatever reasons which may result in a charge incurred or made by the Eligible Cardmember being omitted from being posted to the Eligible Cardmember's account and/or captured in UOB's system during the Qualifying Period; or
    - (ii) SMS by or from any SMS vendor, independent telecommunication authorities or service providers or such other third party which maybe engaged for the Promotion which may result in the SMS not being received and therefore the Eligible Cardmember being omitted from participating in the Promotion;
  - (b) for any late posting of the Transactions or for any failure in the Transactions being transacted by the Eligible Cards or being captured in UOB's system;
  - (c) for any notice or communication or Fulfillment Letter which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or

- (d) for any breakdown or malfunction in any computer system or equipment.
- 6.3 These Terms and Conditions herein are supplemental to the terms and conditions under the UOB Cardmember Agreement ("**Standard Terms**"). Please visit [www.uob.com.sg](http://www.uob.com.sg) for the Standard Terms. In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency. Participation in the Promotion is subject to these Terms and Conditions. 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 or discrepancies between:-
- (a) these Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail; and
- (b) the English version of these Terms and Conditions and the Chinese version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.
- 6.4 UOB shall not be responsible or liable for any loss, injury to or expenses, claim or damages of any Eligible Cardmember or any other person in connection with the Promotion, howsoever arising. However, UOB will be liable for the Eligible Cardmember's direct loss to the extent such loss is caused directly by UOB's fraud, negligence or willful misconduct.
- 6.5 The Gift is provided solely by UOB subject to such additional terms and conditions as determined by UOB. UOB will not be liable or responsible for any defects, quality, merchantability, the fitness of the Gift or the acts or defaults of the merchant, agent or supplier of the Gift. UOB is not an agent of the merchants, agents or suppliers. Any disputes about quality or service standard with the Gift must be resolved directly with the merchants, agents and suppliers.
- 6.6 UOB's decision on all matters relating to the Promotion shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to enter into any correspondence with any persons and no appeal, correspondence or claims will be entertained.
- 6.7 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of these Terms and Conditions, including but not limited to, varying the Qualifying Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any prior notice or assuming any liability to any Eligible Cardmember, and all Eligible Cardmembers shall be bound by these amendments.
- 6.8 Eligible Cardmembers will be subjected accordingly to the Standard Terms.
- 6.9 While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy.
- 6.10 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 or enjoy the benefit of any term of such agreement.
- 6.11 These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Eligible Cardmembers who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

- 6.12 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

*Information correct as of 1 May 2013.*