

Terms and Conditions of UOB One and UOB Direct Visa payWave Cash Back Promotion

Promotion and Promotion Period

1. (i) The “*UOB One and UOB Direct Visa payWave Cash Back*” Promotion (“**Promotion**”) is open to all Eligible Cardmembers (as herein described) subject to the following terms and conditions.
- (ii) This Promotion commences from **1 August 2012 to 30 September 2012** (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 and subject to the following terms and conditions.

Eligibility

2. (i) Subject to the provisions herein, the term “**Eligible Cardmembers**” shall mean
 - (a) all existing principal cardmembers of UOB One Card issued in Singapore (collectively referred to as “**UOB One Cards**” and each a “**UOB One Card**”), and,
 - (b) all existing cardmembers of UOB Direct Visa Card with Visa payWave issued in Singapore (collectively referred to as “**UOB Direct Visa payWave Cards**” and each “**UOB Direct Visa payWave Card**”), and
 - (c) whose UOB One Card account and UOB Direct Visa payWave Card 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) Eligible Cardmembers does not include existing cardmembers of UOB Direct Visa Card without Visa payWave and such cardmembers will not be entitled to participate in this Promotion.
- (iii) For the avoidance of doubt, the benefit of all and any Visa payWave Spend transactions (as defined below) incurred by a supplementary UOB One Card member in respect of this Promotion shall accrue to the account of the principal UOB One Card member .
- (iv) 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 principal UOB One Card account(s) and/or UOB Direct Visa payWave Card account 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 One Card accounts and/or UOB Direct Visa payWave Card Account 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.

For the avoidance of doubt, termination of a supplementary UOB One Card Cardmember's account will not by itself disqualify the principal Eligible Cardmember from this Promotion.

Participation

3. To be entitled to participate in this Promotion, Visa payWave Spend (as defined below) transactions must be charged to the first five thousand (5,000) Eligible Cardmember's UOB One Card or UOB Direct Visa payWave Card ("Eligible Cards") during the Promotion Period and such transaction must be the first five thousand (5,000) transactions which is successfully transacted by such card and captured into UOB's system during the Promotion Period ("Qualified Card"). The first five thousand (5,000) qualifying transactions will be calculated based on the first Visa payWave Spend transaction date of each Eligible Cardmember's UOB One Card or UOB Direct Visa payWave Card.

For the avoidance of doubt:-

- (a) Eligible Cardmember who owns both the UOB One Card and the UOB Direct Visa payWave Card and is entitled to participate in this Promotion because his/her Visa payWave Spend transaction is within the first 5000 transactions captured using either one of such cards, the Eligible Cardmember will not be eligible for any Cash Gift or Prize on the other card which was not used to charge his/her Visa payWave Spend transaction; and
 - (b) any Visa payWave Spend transactions made by the supplementary UOB One Card members shall be considered as a Visa payWave Spend transactions made by the principal UOB One Card member but such supplementary UOB One Card members shall not personally be eligible for the Cash Gift and/or the Prize award referred to in this Promotion. Subject to the other terms and conditions of this Promotion, such Cash Gift or Prize will only be awarded to the principal UOB One Card members.
4. "*Visa payWave Spend*" includes all Visa payWave retail spend accumulated through any contactless payment technology (whether in Singapore Dollars or foreign currency) by the Eligible Cardmember or the supplementary UOB One Card member of the applicable Eligible Cardmember, but it excludes any Visa payWave Spend which was transacted with and charged to the Eligible Card in that calendar month but is subsequently cancelled, voided or reversed. UOB is not responsible to ensure that the Visa payWave 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 Visa payWave 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 Visa payWave Spend transaction incurred by the Eligible Cardmember or the supplementary UOB One Card member of the

applicable Eligible Cardmember being omitted from being received by UOB during the Promotion Period.

Cash Gift

5. Subject to Paragraph 6 below, each Eligible Cardmember who participates in this Promotion will be awarded S\$1 cash for every single Visa payWave Spend transaction and will receive 10% cashback on the total Visa payWave amount on the Visa payWave Spend transaction (the S\$1 cash gift and the 10% cashback are collectively the “**Cash Gift**”) which is:-
 - (i) charged to the Qualified Card or to the supplementary UOB One Card issued pursuant to the applicable Qualified Card during the Promotion Period; and
 - (ii) successfully transacted by the Qualified Card or by the supplementary UOB One Card issued pursuant to the applicable Qualified Card and captured in UOB's system during the Promotion Period.
6. (i) the total Cash Gift awarded pursuant to these terms and conditions is subject to a cap of S\$50 per Qualified Card account as follows:-
 - (a) a cap of S\$20 on the S\$1 cash gift for every single Visa payWave Spend transaction regardless of the total number of Visa pay Wave Spend transactions performed during the Promotion Period; and
 - (b) a cap of S\$30 for 10% cash back on the total VisapayWave amount regardless of the actual Visa payWave amount spent during the Promotion Period.
- (ii) The total Cash Gift will be credited to the Qualified UOB One Card account or Deposit Account linked to the Qualified UOB Direct Visa PayWave Card on or before 31 December 2012 or such other date as shall be decided by UOB at its absolute discretion.

Prize

7. In addition to the Cash Gift, the top ten (10) Eligible Cardmembers whose Qualified Card has the highest Visa payWave Spend amount which is successfully transacted and captured in UOB's system during the Promotion Period will receive a Samsung Galaxy SIII phone (“Prize”) each.
8. For the avoidance of doubt, one Eligible Cardmember is only entitled to one (1) Prize regardless of the number Qualified Cards that he/she owns. For example if the Eligible Cardmember's UOB One Card is the top 5 card and his/her UOB Direct Visa payWave Card is the top 6 card, he/she will be entitled to receive only 1 Prize.
9. The Cash Gift or Prize 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 Cash Gift or Prize.
10. If any person is subsequently discovered to be ineligible or not entitled to participate in this Promotion or ineligible to receive the Cash Gift or Prize, UOB reserves the right to forfeit/reclaim the Cash Gift or Prize at UOB's discretion. No person whose Cash Gift or Prize 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.

11. 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 Cash Gift or Prize 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.

General

12. 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:-
- (i) a UOB One Card or UOB Direct Visa PayWave Card is a Qualified Card
 - (ii) Eligible Cardmember(s) have met all the requirements of this Promotion, and,
 - (iii) Visa payWave Spend transactions made to the Eligible Card(s) 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 Cash Gift or Prize awarded.

13. If UOB subsequently discovers that any Eligible Cardmember is in fact not eligible to participate in this Promotion or to receive Cash Gift or Prize awarded, UOB may at its sole discretion forfeit Cash Gift or Prize 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 Cash Gift or Prize was forfeited or reclaimed.
14. UOB shall not be responsible or liable:-
- (i) 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 Eligible Card's account and/or captured in UOB's system during the Promotion Period; and/or
 - (ii) for any late posting of the Visa payWave Spend transactions or for any failure in the Visa payWave Spend transactions being transacted by the Eligible Card 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;
 - (iv) for any breakdown or malfunction in any computer system or equipment;
 - (v) for any injury, loss, damages and/or costs of any kind arising from or in connection with this Promotion including, but not limited to:-
 - (a) any act or omission relating to the Eligible Cardmember's participation in this Promotion howsoever arising; or

- (b) arising from the usage of the Cash Gift and/or the Prize awarded;
- (c) any of the scenarios described under Paragraph 14(i) to (iv) above
- (vi) 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.

15. 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.
16. 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.
17. These terms and conditions herein are supplemental to UOB Cardmember Agreement, UOB One Visa Credit Card Terms and Conditions 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:-
 - (i) 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
 - (ii) 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.
18. 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.
19. These terms and conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers and the Eligible Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.

20. 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.
21. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.