

UOB MasterCard Senior Open Golf Championship Lucky Draw Promotion 2009 Terms & Conditions

I. Eligibility

1. The UOB MasterCard **Senior Open Golf Championship** Lucky Draw Promotion 2009 (the "Promotion") organized by United Overseas Bank Limited ("UOB") is open to all principal cardholders of the UOB MasterCard Preferred Platinum.

2. The following persons are excluded from the Promotion: employees and immediate family members of UOB and MasterCard.

II. General

1. The winner (and the guest) may be required to attend prize presentations and/or participate in publicity programmes which UOB may from time to time organize in connection with the Promotion and if so, such winner (and the guest) shall attend such functions. Expenses and/or costs incurred by a winner for such attendance shall be borne by the winner.

2. UOB has the sole and absolute discretion to exclude any cardholder (including but not limited to any cardholder who does not operate his/her account in a satisfactory manner as determined by UOB in its sole discretion) from the Promotion without any obligation to furnish any reason.

3. By participating in the Promotion, each participant fully and unconditionally agrees to these Terms and Conditions and accepts that the decision of UOB and its auditors regarding the Promotion and all matters related to it, including without limitation, the interpretation of these Terms and Conditions, is final and binding and no queries shall be entertained.

4. UOB reserves the right to vary the Terms and Conditions herein at any time in its absolute discretion without notice.

III. UOB MasterCard Senior Open Golf Championship Lucky Draw Promotion 2009

Lucky Draw for the Prizes

1. Promotion Period:

1 May 2009 to 30 June 2009 (both dates inclusive) (the "Qualifying Period")

2. Winner:

A total of one winner will be selected at the end of the Qualifying Period. Only one draw will be conducted at the end of the Qualifying period to determine the one winner for the Promotion Period. Only one winner will be picked from the draw on the draw date.

3. Qualifying Transactions:

A minimum spend of SGD\$50 is required to be made using a UOB MasterCard Preferred Platinum during the Qualifying Period, to automatically entitle the cardholder to one chance in the draw. Qualifying Transactions are defined to include all retail transactions, including MOTO & internet transactions made by the principal cardholders but exclude cash disbursement, ATM withdrawal, cash advance transactions, balance transfers payment, Installment Payment Plans (IPP) and bank-related fees.

4. Promotion Mechanics:

The prize to be awarded at the draw is as follows:

A pair of tickets to the Senior Open Championship at the Sunningdale Old Course, Berkshire, England for the Cardholder Program will be presented by MasterCard. The tickets will include Priceless Experiences hospitality (the specifics of such hospitality to be solely determined by MasterCard Asia Pacific Pte Ltd.), economy class return airfare for two and five nights' accommodation, up to the total maximum value of SGD\$38,000 inclusive of all applicable taxes. The choice of airline and accommodation shall be solely determined by MasterCard Asia Pacific Pte Ltd.

Only one winner will be picked at the draw date – 7 July 2009.

The draw dates are subject to change in the sole and absolute discretion of UOB.

5. The Prize:

- The Prize will be issued to the winning Principal cardholder. A winner shall be entitled to one Prize.
- In the event of a dispute regarding the terms and conditions of usage and redemption by the winner, UOB will have full discretion as to the manner in which such disputes are to be resolved which may or may not be in favour of the participant.

6. The results:

The draws will be conducted in UOB Card Centre's office on the draw dates as stated in paragraph 4 above, at 480 Lorong 6 Toa Payoh, HDB Hub East Wing #25-00 Singapore 310480. The winner will be announced on 28 August 2009 or within 7 days following the determination of the winner under the Promotion (whichever is the later) in any main publication in Singapore.

a. The winner will be notified by ordinary post.

b. The winner is required to submit the following documents to UOB at 480 Lorong 6 Toa Payoh, HDB Hub East Wing #25-00 Singapore 310480 within 7 working days, following notice by post

- i. a clear legible copy of his/her NRIC/Passport; and
- ii. a clear legible copy of his/her UOB Mastercard Preferred Platinum.

c. The winner's entitlement to the Prize is subject to the following:

- i. The transaction dates must fall within the Qualifying Period;
- ii. The winner's UOB MasterCard Preferred Platinum must be valid at the time of claiming of the Prize;
- iii. The winner and the guest must be at least 18 years of age.

iii. Prizes will be only awarded to the Principal account holder; and

iv. The documents requested under paragraph 6(b) above must be presented by the Prize winner in person at the address stipulated in paragraph 6(b) above.

d. UOB reserves the right, in its sole discretion, to reject a Prize winner if he/she is unable to satisfy any of the terms and conditions herein including the conditions set out in paragraphs 6(b) and 6(c) above.

IV. Claiming of the Prizes

1. The Prize will be deemed claimed when the winner(s) signs an acknowledgement receipt.
2. Prize is not exchangeable for cash or in kind and is not transferable and will only be given to the winner who is able to satisfy the requirements for the claiming of Prizes set out herein.
3. If a particular Prize is unavailable for any reason whatsoever, UOB reserves the right, in its sole discretion, to provide an alternative prize of equivalent or similar value without prior notice. The alternative prize shall be subject to the Terms and Conditions contained herein.
4. The Prizes must be claimed within two (2) months from the date of notification. All unclaimed prizes will be forfeited. Any winner whose prize has been forfeited shall not be entitled to any payment or compensation notwithstanding non-receipt of notification.
5. The winner shall be solely responsible for any taxes or duties payable by them as a result of participation in this Promotion or winning or using any Prize thereunder.

V. Miscellaneous

1. UOB shall not be liable in any way whatsoever in respect of the following:
 - a. any failure or delay in the transmission of evidence of sales transactions by MasterCard Acquiring Merchants, merchant establishments, MasterCard International, postal or telecommunication authorities or any other party which may result in a transaction made by the cardholder and/or his/her supplementary cardholder being omitted from the allocation of chances by UOB during the Promotion Period;
 - b. any amount charged to a participant's account in the course of entering the Promotion;
 - c. virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorised human intervention in any part of the entry processes or the operation or administration of the Promotion;
 - d. any liability, loss, injury, claim or damage (including without limitation death or personal injury) incurred or suffered by any winner, other participant or other person which may be caused, directly or indirectly, in whole or in

part, from any participation in the Promotion or the receipt, use or misuse of any prize. Each participant shall indemnify and hold UOB harmless against any claim, action, proceeding, judgment, damage, loss, expense or liability made against or incurred by the same in connection with such participant's participation in the Promotion and, in the case of a winner, the receipt, use or misuse of any prize by any person.

2. UOB reserves the right, in its sole discretion, to disqualify any entry and to modify, terminate or suspend this Promotion in the event that the administration, security, fairness or proper play of the Promotion be interfered with or otherwise impaired for any reason whatsoever and, if the Promotion is so modified, terminated, or suspended, select a winner(s) from eligible, non-suspect entries received prior to such event.

3. It is a condition precedent for participation in the Promotion that the winner consents to the public disclosure of his/ her name, identification/ passport number, such other information that may indicate his/ her account with UOB, and photographs for publicity or commercial purposes or otherwise participate in the publicity activities of UOB in relation to the Promotion and to the use of any data provided by such winner for any future marketing effort by the UOB group of companies, without any payment or compensation thereof.

4. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with this Promotion, these Terms and Conditions shall prevail.

5. If any of the provisions of these Terms and Conditions becomes or is invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

6. UOB and MasterCard Asia Pacific Pte Ltd do not assume any responsibility for the products and services offered under this Promotion. The products are sold and services are provided solely by the relevant vendors, under such terms and conditions as determined by such vendors, and UOB and MasterCard Asia Pacific Pte Ltd. accept no liability whatsoever in connection with such products and services. The products and services have not been certified by UOB and MasterCard Asia Pacific Pte Ltd. and under no circumstances shall the inclusion of any product or service in this Promotion be construed as an endorsement or recommendation of such product or service by UOB and/or MasterCard Asia Pacific Pte Ltd.

7. These Terms and Conditions shall be governed by the laws of Singapore and participants of the Promotion agree to submit to the non-exclusive jurisdiction of the courts of Singapore.