

TERMS AND CONDITIONS GOVERNING “UOB RESERVE, VISA INFINITE & PRIVILEGE BANKING CARD AND FRANCK MULLER 5% CASH REBATE” PROMOTION (“TERMS AND CONDITIONS”)

Eligibility

1. This “UOB Reserve, Visa Infinite & Privilege Banking Card and Franck Muller 5% Cash Rebate Promotion” (the “**Promotion**”) is only valid from 10 November 2017 to 10 December 2017, both dates inclusive (“**Promotion Period**”).
2. This Promotion is only applicable to the persons who fulfill all the following conditions (“**Eligible Cardmembers**”):
 - (i) is a principal holder of a United Overseas Bank Limited (“**UOB**”) Reserve, Visa Infinite or Privilege Banking Card issued by UOB in Singapore (“**Eligible Card(s)**”);
 - (ii) whose Eligible Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion;
 - (iii) who has conducted Eligible Transactions on his/her Eligible Card account during the Promotion Period
3. For the purposes of this Promotion, “**Eligible Transactions**” refer to any purchase of timepiece(s) conducted at Franck Muller boutiques at The Shoppes at Marina Bay Sands and/or Isetan Wisma Atria, which are successfully charged to the Eligible Card during the Promotion Period and are successfully captured/posted on UOB’s systems during the Promotion Period. For the avoidance of doubt, purchases of other products (including without limitation) watch straps etc, and aftersales services are **not** deemed as Eligible Transactions.
4. For the purposes of this Promotion, Eligible Transactions incurred by the supplementary holder of an Eligible Card will accrue to the respective principal holder and the benefits awarded to that principal holder.
5. The Eligible Cardmember is eligible for a 5% cash rebate (“**Cash Rebate**”) on all his/her Eligible Transactions conducted in the Promotion Period.
6. The Cash Rebate is calculated based on the total amount of the Eligible Transactions conducted in the Promotion Period, and will be credited as a one-time lump sum.
7. UOB will not be liable for any late transaction postings affecting any person’s eligibility to qualify for this Promotion.
8. The Cash Rebate will be credited into the Eligible Card account by 31 January 2018 or by such other mode or on such other date that UOB may decide on from time to time.
9. The Cash Rebate will be used to offset any outstanding payable on your Eligible Card account at the next card account statement.
10. If any Eligible Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB reserves the right to forfeit/reclaim the Cash Rebate 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 any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited/reclaimed Cash Rebate. Where the Cash Rebate was awarded to /

redeemed by an Eligible Cardmember who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Eligible Cardmember a reimbursement for the value of the Cash Rebate.

11. The Cash Rebate is not transferable, withdrawal-able or exchangeable in part or in kind for cash, credit or other goods and services. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Cash Rebate with any other gift of equal or similar value selected by UOB.
12. UOB is not an agent of the merchants, agents, suppliers or service providers of the goods and services offered in connection with this Promotion. Any dispute about the quality or service standard must be resolved directly with these merchants, agents, suppliers or service providers.
13. Participation in the Promotion is subject to these Terms and Conditions and all persons are deemed to have accepted these Terms and Conditions when they participate in the Promotion. The Eligible Cardmembers shall indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB in connection with any breach of these Terms and Conditions.
14. The prevailing terms and conditions under the UOB Cardmember Agreement ("**Standard Terms**") will continue to apply and be binding on the Eligible Cardmembers. Please visit uob.com.sg for the Standard Terms. In the event of any inconsistency between the Terms and Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency on matters relating to this Promotion.
15. In the event of any inconsistency or discrepancies between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these Terms and Conditions will prevail.
16. UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly, to the telecommunication authorities, to any machine or communication system to any merchant, or service provider or such other third party which maybe engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB.
17. UOB shall not be responsible for:-
 - (i) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions by acquiring merchants, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge made by the Eligible Cardmember being omitted (whether from being posted to the Eligible Cardmember's account and/or captured in UOB's system or otherwise) during the Promotion Period;
 - (ii) for any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Eligible Cards or being captured in UOB's system; or
 - (iii) for any breakdown or malfunction in any computer system or equipment.
18. UOB shall not be responsible for any loss to or expenses 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.
19. UOB's decision on all matters relating to this Promotion shall be final, conclusive and binding on the Eligible Cardmember. UOB shall not be obliged to give any reason or enter into any correspondence with the Eligible Cardmember or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.

20. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not limited to varying the Promotion Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Eligible Cardmember, and all Eligible Cardmembers shall be bound by these amendments, additions, subtractions or variations.
21. 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.
22. 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.
23. These Terms and Conditions shall be governed by the laws of the Republic 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 courts of the Republic of Singapore.
