

**TERMS AND CONDITIONS GOVERNING UOB “‘S\$10’ WITH UOB PERSONAL INTERNET BANKING AND UOB MOBILE SERVICES” PROMOTION**

**1. Eligibility**

- 1.1 This “Receive S\$10” with UOB Personal Internet Banking and UOB Mobile Services” Promotion (the “**Promotion**”) is open to selected customers (“**Customers**”) of United Overseas Bank Limited (“UOB”) who:-
  - 1.1.1 have already signed up for UOB Personal Internet Banking and/or UOB Mobile Services prior to the Qualifying Period ;
  - 1.1.2 have been selected by UOB through such methods as decided by UOB at their discretion; and
  - 1.1.3 has received an invitation from UOB to participate in the Promotion either through a direct mailer (electronic or otherwise) or Short Message Service (“SMS”).
- 1.2 To be eligible to participate in the Promotion, the Customer (“**Participant**”) must, during the Qualifying Period, submit his/her name, NRIC/ Passport No. and latest mobile phone number to UOB by filling up and submitting the Promotion Online Registration Form (the “**Form**”) (which said Form can be found on the Promotion page on uob.com.sg.) and UOB must have received the completed Form from the Participants during the Qualifying Period.
- 1.3 The following Participants shall not be eligible to participate in the Promotion:-
  - 1.3.1 Directors and employees of UOB and/or Far Eastern Bank Ltd and their respective immediate family members
  - 1.3.2 Employees and staff of the advertising, promotion agencies and any other persons involved in organizing, promoting and/or conducting the Promotion;
  - 1.3.3 Persons whose UOB Personal Internet Banking and UOB Mobile Services access is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime before the announcement of the Promotion result or during the Qualifying Period (as defined below);
  - 1.3.4 Persons who are or become mentally unsound, facing legal incapacity or is not capable of handling their affairs, deceased, insolvent, bankrupt or have legal proceedings (or any threat) of any nature instituted against them; and
  - 1.3.5 Any other person deemed ineligible at the discretion of UOB without prior notice at anytime during the Qualifying Period.
- 1.4 Notwithstanding anything herein, UOB has the discretion to determine the eligibility of any Participant to take part in the Promotion. Such determination shall be final, binding and conclusive and UOB is not obliged to give any reason therefor or prior notice.

## 2. Qualifying Period

- 2.1 The “*Qualifying Period*” for the Promotion is the period commencing on 28 January 2013, 0000hrs to 31 March 2013, 2359hrs (Singapore date and time) (both dates and time inclusive).

## 3. Qualifying Online Transactions

- 3.1 To qualify for this Promotion and to be eligible for the Prize Voucher (as defined under Paragraph 4.1 below), each Participant (“**Qualified Participant**”) must have during the Qualifying Period:-

3.1.1 successfully signed up for UOB Personal Internet Banking or UOB Mobile Services;

3.1.2 complied with Paragraph 1.1 and 1.2 above in full; and

3.1.3 performed the qualifying online transaction (“**Qualifying Online Transaction**”) described under the second column of the table below in relation to the transaction type described in the first column of the table below using the Participant’s UOB Personal Internet Banking or UOB Mobile Banking and which said Qualifying Online Transaction must have been successfully received and recorded on UOB’s systems during the Qualifying Period.

Transaction Type	Qualifying Online Transactions
Payment of the Participant’s outstanding balances on his/her UOB Credit Card using the Participant’s UOB Personal Internet Banking or UOB Mobile Banking (minimum payment transaction amount is S\$50.00)	The debiting of the Participant’s UOB account with a minimum S\$50 value via UOB Personal Internet Banking or UOB Mobile Services for the Transaction Type set out in the first column must be completed successfully i.e. the payment transaction must be successfully received and recorded on UOB’s systems during the Qualifying Period.

- 3.2 The Participants and the Qualifying Participants who terminate their UOB Personal Internet Banking and/or UOB Mobile Services during the Qualifying Period will not be eligible for the Promotion.

## 4. Prizes

- 4.1 Each Qualified Participant will entitled to a prize (“**Prize Voucher**”) of a shopping voucher from either Harvey Norman or Takashimaya with a value of S\$10.00 (while stocks last). The type of Prize Voucher to be given to each Qualified Participant shall be decided by UOB at its discretion and without prior notice and the Qualified Participant may not choose or question the type of Prize Voucher to be offered to him/her.

- 4.2 An SMS will be sent before 30 April 2013 (Singapore date) to each of the Qualified Participants’ mobile phone number as per entered in the Form to notify the Qualified Participant that he/she is entitled to the Prize Voucher. UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Qualified Participant’s receipt of the SMS.

- 4.3 Each Qualified Participant will only be eligible to receive a maximum of one (1) Prize Voucher notwithstanding that the Qualifying Participant may have carried out more than one Qualifying Online Transaction.
- 4.4 The Qualified Participant will be disqualified if the mobile phone number provided in the Form is invalid or if their UOB Personal Internet Banking account is closed or if their UOB Mobile Banking Services is cancelled on or before 30 April 2013 (Singapore date).
- 4.5 The usage of the Prize Voucher will accordingly be subject to the terms and conditions of the respective merchant, agent, supplier or service provider of the Prize Voucher.
- 4.6 The Prize Voucher will be mailed to the Qualified Participant by 31 May 2013 (Singapore date) to the last mailing address of the Qualified Participant as per existing UOB's records.
- 4.7 The Prize Voucher offered under the Promotion is/are neither transferable nor exchangeable for cash, credit, other gifts or otherwise, in full or in part nor refundable. Redemptions of the Prize Voucher must be made within the time period set out in the Prize Voucher failing which the Prize Voucher shall be forfeited. Any Qualified Customer whose Prize Voucher has been forfeited shall not be entitled to a replacement Prize Voucher or any payment or compensation notwithstanding non-receipt of the letter enclosing the Prize Voucher. Any letter attaching the Prize Voucher or any Prize Voucher that has expired or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged is strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for any unredeemed Prize Voucher or any Prize Voucher or any letter attaching the Prize Voucher which has expired or which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged.
- 4.8 UOB assumes no liability or responsibility and shall not be responsible or liable for the acts or defects in or damages to or the quality, merchantability, the fitness or any other aspect of the Prize Voucher or goods or services offered in this Promotion or the acts or defaults of the manufacturer, merchant and/or suppliers of the Prize Voucher or 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 redemption or usage of the goods and services or the Prize Voucher or in connection with the Promotion and/or redemption or use of the Prize Voucher 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 Prize Voucher howsoever arising. UOB is not an agent of the merchant or service provider. Any dispute about the quality or service standard must be resolved directly with the merchant or service provider. The merchant or service provider may impose conditions for the usage or redemption of the Prize Voucher or the goods or services.
- 4.9 UOB reserves the right to replace and/or substitute any of the Prize Voucher with another gift at equivalent or close to the prevailing recommended retail price without giving prior notice or reason to any of the Participants or assuming any liability to any part. UOB's determination of the replaced and/or substituted items shall be final, conclusive and binding.

- 4.10 In the event that any Qualified Participant is found to have made received more than one (1) Prize Voucher, UOB may at its discretion reclaim the same or an amount equal to the cost of the Prize Voucher by debiting such amount from any one of the Qualified Participant's account opened with UOB without prior notice to the Participant.
- 4.11 If UOB subsequently discovers that the Participant or the Qualified Participant is not eligible to participate in the Promotion or to receive the Prize Voucher, UOB may at its discretion forfeit the Prize Voucher or reclaim it/ them (if already awarded) and award or dispose of the Prize Voucher in such manner and/or to such person as UOB deems fit at its absolute discretion without payment or compensation whatsoever without giving any reason to such Qualified Participant whose Prize Voucher was forfeited or reclaimed.
- 4.12 Notwithstanding anything to the contrary, UOB reserves the right to select reserve Participants to substitute any Qualified Participant that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion or where the Qualified Participant is unable to furnish any proof that he/she is the same person who is entitled to the Prize Voucher, including, but not limited to, not being able to present documentary evidence of proof of name and identification number. UOB shall not be liable to any such party for any payment or compensation arising from the above.

## **5. Participation**

- 5.1 By participating in the Promotion, the Participants and the Qualified Participants
- 5.1.1 consent to the collection, use and disclosure of his/her name, identification/passport number and such other information and particulars, including photographs of the Participant, for publicity or marketing purposes in connection with the Promotion and UOB Personal Internet Banking and UOB Mobile Services
- 5.1.2 agrees to co-operate with and participate in such publicity activities without any payment or compensation thereof.
- 5.2 The Qualified Participant shall, if required by UOB, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Promotion at his/her own costs and hereby consents to UOB collecting, using and disclosing the Participant's personal information for the purposes of receiving promotional, marketing and other publicity information from UOB from time to time in connection with UOB Personal Internet Banking and UOB Mobile Services.

## **6. General**

- 6.1 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 person on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.
- 6.2 Notwithstanding anything in these terms and conditions, UOB reserves the right at any time and from time to time, at its discretion and without giving prior notice, to amend, vary, add or delete these terms and conditions, including but not limited to the eligibility terms and criteria, the Qualifying Period, the selection and

number of Customers, Participants and Eligible Participants, and the timing of any act to be done, without assuming any liability to any person and all Customers, Participants and Eligible Participants shall be bound by these amendments.

- 6.3 In the event of any inconsistency or discrepancies between these terms and conditions and any advertising, publicity, brochure, marketing, promotional, publicity and other materials relating to or in connection with the Promotion, these terms and conditions shall prevail.
- 6.4 Participation in the Promotion is subject to these terms and conditions. All Participants will also be subjected to the Terms and Conditions of UOB Personal Internet Banking and UOB Mobile Services ("**Standard Terms**") which is available at [uob.com.sg](http://uob.com.sg). 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.
- 6.5 Full disclaimers and terms and conditions relating to UOB Personal Internet Banking and UOB Mobile – Bill Payment shall apply to each of the Participants and is available at [uob.com.sg](http://uob.com.sg).
- 6.6 All information is correct at the time of publishing and UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 6.7 UOB shall not be responsible or liable for any loss, injury to or expenses, claim or damages of any Participant or any other person in connection with the Promotion, howsoever arising. However, UOB will be liable for the Participant's direct loss to the extent such loss is caused directly by UOB's fraud, negligence or willful misconduct.
- 6.8 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.
- 6.9 UOB shall not be responsible or liable:-
  - 6.9.1 for any failure or delay in the transmission or receipt of 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 by or sent by UOB;
  - 6.9.2 for any late posting of the Qualifying Online Transactions or for any failure in Qualifying Online Transactions being transacted by UOB Personal Internet Banking and UOB Mobile Services or being captured in UOB's system;
  - 6.9.3 for any notice or communication or Redemption Letter which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or
  - 6.9.4 for any breakdown or malfunction in any computer system or equipment.

- 6.10 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) of Singapore to enforce or enjoy the benefit of any term herein.
- 6.11 These terms and conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and all Participants who participate in the Promotion shall be deemed to have 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.

United Overseas Bank Limited Co. Reg. No. 193500026Z