

Terms and Conditions Governing United Overseas Bank Limited (“UOB”) “Kim Hyun Joong Concert book give away” and “Kim Hyun Joong Concert Spend and Get Promotion”

1. This **“Kim Hyun Joong Concert book give away”** (the “Promotion A”) period will commence on 14 April 2012 – 27 April 2012 and **“Kim Hyun Joong Concert Spend and Get Promotion”** (the “Promotion B”) period will commence on 21 April 2012 - 27 April 2012, both dates inclusive (the “Promotion Period”) within Singapore only.
2. To be eligible for the Promotion, each participant (the “Participant”) must:-
 - (a) must either be a UOB One cardmember or a UOB debit cardmember, whose UOB credit cards or, where applicable, UOB debit cards are issued by UOB in Singapore and which are valid, subsisting and in the opinion of UOB in good standing and satisfactorily conducted;
- 2A. 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 Participant to take part in the Promotion and shall not be obliged to give any reason therefore. Without limiting the generality of this provision, the following Participants are not permitted to take part in the Promotion:
 - (a) who are a staff/employee or a director of United Overseas Bank Ltd (“UOB”) and/or Far Eastern Bank Ltd (“FEB”) during the Promotion Period;
 - (b) employees and staff of UOB’s partners, the auditors, , advertising agencies, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promoting and/or conducting the Promotion or who have an interest in the Promotion;
 - (c) whose UOB Credit Card or UOB Debit Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 14 April 2012 and 27 April 2012 (both dates inclusive);
 - (d) who are or become mentally incapacitated, deceased, insolvent or who face legal incapacity;
 - (e) who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them;
 - (f) whose accounts 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; or
 - (g) who UOB may decide to exclude at its absolute discretion without notice and without furnishing any reason.

5. Promotion A: A limited edition Kim Hyun Joong's concert book valued at S\$40 will be given away on the 4 May 2012, Indoor Stadium UOB booth to: -
Participants who are new to bank customers and successfully applied UOB One Card and activate the card within the Promotion Period.
Limited to first 150 eligible Participants only.

Promotion B: A pair of concert tickets & high five passes to Kim Hyun Joong Concert which shall be held in the Indoor Stadium on 4 May 2012 valued at S\$198 each (the "Prize") will be given away to:-

Participants who charged successfully S\$300 to his/her UOB One Card/Debit Card within the Promotion Period stand a chance to win the pair of concert tickets and passes.

To participate for the draw, Participants have to SMS back to UOB to be eligible.

Limited to 12 eligible Participants only. One pair per eligible Participant regardless of card holding.

The eligible Participants will be contacted via phone to verify eligibility for the Promotion based on the last known contact information with UOB Card Centre's records no later than 2 May 2012 or by such other date as UOB may determine at its absolute discretion.

7. Participation in the Promotion is subject to these Terms and Conditions and the Participants are deemed to have accepted these Terms and Conditions when they participate in the Promotion.
8. The Prize is not transferable or exchangeable for cash, credits or otherwise in full or in part or refundable. The Prize is also subject to the terms and conditions accompanying them (if any). 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 the Promotion and/or redemption or use of the Prize. UOB assumes no liability or responsibility and will not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of the Prize or goods or services offered in the Promotion or the acts or defaults of the merchant, agent, supplier or service provider of the Prize or defects or deficiency in the Prize or goods or services offered in the Promotion. UOB is not an agent of the merchants, agents, suppliers or service providers. Any disputes about quality or service standard with the Prize must be resolved directly with the merchants, agents, suppliers or service providers. The merchant, agent, supplier or service provider may impose conditions for the redemption of the Prizes or the goods or services. 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 redemption or usage of the goods and services or the Prize or in connection with the Promotion and/or redemption or use of the Prize 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 howsoever arising. UOB shall not be liable to the Participant or any other persons for any loss or damage arising in connection with the Promotion, including without limitation, any breakdown or malfunctions in any computer system or equipment.

9. UOB may, at any time and from time to time in its sole and absolute discretion and without prior notice or assigning any reason thereof or assuming any liability or payment of compensation to any person, substitute, replace or change the Prize stipulated herein, with another prize of similar value (whether in cash or otherwise). UOB's determination of the substituted prize shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained.
10. The decisions of UOB on all matters relating to or in connection with the Promotion, including, but not limited to, to disqualify any Participant, to determine who is the eligible Participant, whether to terminate the Promotion are at its absolute discretion and shall be final, conclusive and binding on all parties. UOB shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained. UOB has the absolute right and unfettered discretion to determine whether the eligible Participants met all the requirements of the Promotion and/or to receive the Prize. If UOB subsequently discovers that the eligible Participant is in fact not eligible to participate in the Promotion or to receive the Prize, UOB may at its sole discretion disqualify the eligible Participant or forfeit the Prize or reclaim it (if already awarded) and award or dispose of it 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 such eligible Participants whose Prize was forfeited or reclaimed. In the event of any dispute as to any Entry, the natural person whose full name is provided to UOB during the registration of the Entry will be deemed to be the Participant. Participants may be required to show proof of being such natural person.
11. By participating in the Promotion, the Participants expressly and irrevocably:-
 - (a) permit, consent and authorise UOB to disclose, reveal and divulge and agree to the disclosure of their names, NRIC or passport numbers, pictures and such other information that may indicate his/her account with UOB to any party for the purpose of organizing, promoting, advertising, publicizing, sponsoring and/or conducting the Promotion and consent to receiving promotional, marketing and other publicity information from UOB from time to time; and
 - (b) agree that the information which they are providing will be provided to UOB and not to Facebook.
12. As a participant of the Promotion, the eligible Participants hereby irrevocably and unconditionally
 - (a) consent and authorise UOB to publicly disclose and publish his/her name and any other of his/her particulars, including photographs and testimonies of the eligible Participants, for any purposes whatsoever, including, but not limited to, for advertising, promotional, publicity or commercial purposes, and by participating in the Promotion, the eligible Participants agree to co-operate with, attend any prize presentation, if required by UOB, and
 - (b) agree to co-operate and participate in any advertising, promotional and publicity and/or commercial activities organized by UOB in relation to the Promotion,

- (c) consent and authorise UOB to use any data provided by the eligible Participants for any future marketing effort by the UOB Group of Companies, without any payment or compensation thereof and in such mode and manner as shall be decided by UOB at its absolute discretion. The eligible Participants hereby irrevocably and unconditionally agree to and shall, if required by UOB at their absolute discretion, 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.
13. 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 amend, by addition to, subtraction from or variation of, these Terms and Conditions without prior notification or assigning any reason or assuming any liability to any party, including, but not limited to, the eligibility terms and criteria, the selection of the eligible Participants, whether to terminate the Promotion and the timing of any act to be done, and all Participants shall be bound by these amendments.
14. 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. In the event of any inconsistency between:-
- (a) these Terms and Conditions and any advertising, promotional, publicity and 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 herein and the Chinese version of these terms and conditions herein, the English version of these terms and conditions herein shall prevail.
15. 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 term of such agreement.
16. These Terms and Conditions and the Promotion shall be governed by the laws of Singapore, and all Participants who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
17. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.