

UOB – St James Lucky Draw

TERMS AND CONDITIONS

1. Eligibility

1.1 The United Overseas Bank Limited (“UOB”) **St James Lucky Draw** (the “Draw”) is open to all eligible UOB credit or debit cardmembers subject to the following conditions.

1.2 Eligibility:

- i. “Eligible UOB Cards” shall mean Visa, MasterCard, American Express, China Unionpay (CUP) and Japan Credit Bureau (JCB) credit card and debit card accounts with UOB.
- ii. “Eligible Cardmember” shall mean principal holder of an Eligible UOB Card which is valid, subsisting, in good standing and satisfactorily conducted in the opinion of UOB. The benefit of all charges incurred by a supplementary cardmember in respect of this Draw shall accrue to the principal cardmember.

1.3 Notwithstanding anything herein, UOB has the absolute discretion, at any time and from time to time, to determine the eligibility of any holder of any cardmember and shall not be obliged to give any reason therefor. The following persons shall not be eligible for the Draw:

- i. Directors or employees of United Overseas Bank Ltd and Far Eastern Bank Ltd, and their respective immediate family members, and employees of advertising agencies who are involved in the advertising campaign of the Draw and their immediate family members;
- ii. Principal cardmembers whose credit and/or debit card account(s) is/are terminated from 27 August 2010 up to the Draw Date (both dates inclusive);
- iii. Persons who are of unsound mind, deceased, insolvent or having any legal proceedings of any nature instituted against them;
- iv. Principal cardmembers whose accounts are delinquent, not in good standing or unsatisfactorily conducted for any reason as may be determined by UOB in its absolute discretion.

For the avoidance of doubt, the termination of a supplementary card of an Eligible Cardmember’s account will not by itself disqualify the Eligible Cardmember from the Draw.

2. Qualifying Period

2.1 “Qualifying Period” for the Draw means the period commencing 27 August 2010 to 1 January 2011 (both dates inclusive).

3. Allocation of Chances

- 3.1 One (1) chance will be allotted to every Eligible Cardmember for every \$50 charged to his/her Eligible UOB Card in a single transaction at all outlets owned by St James Holdings Ltd (the "Outlets") during the Qualifying Period (commencing 27 August 2010 to 1 January 2011 (both dates inclusive)). The Outlets are :
- Bellini Room
 - Dragonfly
 - Gallery Bar
 - Mono
 - Movida
 - Peppermint Park
 - Powerhouse
 - St James Wine Bar & Bistro
 - The Boiler Room
 - The Lobby
 - The New Paper Sports Bar
 - Shanghai Dolly
 - Dolly Kitchen
 - Piano Bar
 - Lobby Bar
 - Bar None
 - The Living Room
 - Any new outlet that is opened during the Qualifying Period
- 3.2 Charges to the Eligible UOB Card in respect of annual fees, reversals, cash advance and financial transactions are not eligible for the Draw.
- 3.3 UOB shall not be responsible for any failure or delay in the transmission of evidence of sale transactions by MasterCard/Visa acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other party(ies) which may result in a charge incurred or cash advance made by the Eligible Cardmember and/or his supplementary credit cardmember(s) being omitted from the allocation of chances by UOB during the Qualifying Period.
- 3.4 The records of transactions of UOB and the total number of chances allocated to an Eligible Cardmember shall be final and conclusive.

4. Draw Date

- 4.1 Unless UOB notifies otherwise, the Draw will be conducted on 31 January 2011 or such other date(s) as UOB may determine in their absolute discretion (the "Draw Date"), in the presence of the external auditors of UOB at Singapore Press Holdings Limited, 1000 Toa Payoh North, News Centre, Singapore 318994.
- 4.2 UOB reserves the right to draw reserve winners to substitute any winner subsequently found to be disqualified.

- 4.3 UOB's determination of the winners shall be final, conclusive and binding. No correspondence or claims will be entertained.

5. Prizes

- 5.1 There will be **one (1) S\$10,000 credit at St James Holdings Ltd** ("St James") to be given away in the Draw (the "Prize"). The following terms and conditions apply:

- S\$10,000 will be credited (the "Credit") into a St James Membership Card and registered in the winner's name;
- The Credit can be used to offset membership fees, door charges, drinks and food but not tobacco products at all the Outlets owned by St James Holdings Ltd.
- The Credit will expire one (1) year from the date of registration.

- 5.2 The Prize is neither transferable nor exchangeable for cash or otherwise. UOB is not an agent of St James. Any disputes about quality or service standard with the Outlets must be resolved directly with St James. St James may impose conditions for the use of the Credit. UOB shall not be responsible for 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 Draw, and/or use of the Prize.

- 5.3 The winner will be notified by post and/or contacted via telephone based on the last known contact information with UOB Card Centre's records. The result will be published on or before 28 February 2011 in a major English daily newspaper chosen by UOB.

- 5.4 The Prize must be claimed in Singapore on or before 31 March 2011. The unclaimed Prize will be forfeited. Any winner whose Prize has been forfeited shall not be entitled to any payment or compensation notwithstanding non-receipt of notification.

- 5.5 UOB may, at any time without notice, in its sole and absolute discretion, substitute any 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 correspondence or claims will be entertained.

6. Participation

- 6.1 It is a condition precedent for participation in the Draw that the winner consents to the public disclosure of his/her name, identification/passport number and 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 Draw 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.

- 6.2 The winner 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 Draw at his/her own costs.

7. General

- 7.1 The decisions of UOB on all matters relating to the Draw are final, conclusive and binding. UOB shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Draw.
- 7.2 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any 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, including but not limited to the eligibility terms and criteria, the selection of winners, and the timing of any act to be done, and all participants shall be bound by these amendments.
- 7.3 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 the Draw, these Terms and Conditions shall prevail.
- 7.4 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.
- 7.5 These Terms and Conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers who participate in the Draw shall be deemed to have agreed to submit to the exclusive jurisdiction of the Singapore Courts.