

Terms and Conditions Governing United Overseas Bank Limited (“UOB”) “UOB Cards Takes You Places Photo Contest” (“Terms and Conditions”)

1. Contest Period

- 1.1 This “UOB Cards Takes You Places Photo Contest” (the “Contest”) shall be for a period commencing on 3 April 2015 and concluding on 5 April 2015, both dates inclusive (the “Contest Period”) within Singapore only.

2. Eligibility

- 2.1 To be eligible to participate in the Contest, an individual (the “Participant”) must, subject to these Terms and Conditions, during the Contest Period:-

- (a) Posting a picture of him or her posing with the UOB Cards’ Roman Gladiator, Statue of Liberty or the Terracotta Warrior human statues at Travel Revolution 2015 and hashtag to #UOBStatues on the Participant’s individual Facebook timeline
- (b) Ensure the picture uploaded on his or her Facebook timeline is set on “Public” mode, viewable by anyone
- (c) Ensure that the picture of him or her posing with the UOB Cards’ Roman Gladiator, Statue of Liberty of the Terracotta Warrior human statues is similar to his or her personal Facebook profile image for verification purposes
- (d) Comply with the provisions of these Terms and Conditions.

- 2.2 Without limiting the generality of this provision, the following Participants are not permitted to take part in the Contest:-

- (a) Participants who are or become mentally incapacitated, deceased, insolvent or who faces legal incapacity anytime before the Contest Date and Time (as defined below);
- (b) Participants who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them anytime before the Contest Date and Time; or
- (c) Participants who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason.

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 Contest and shall not be obliged to give any reason therefore.

3. Submissions

- 3.1 Only online Submissions by the Participant which are made by posting a picture of him or her posing with the UOB Cards’ Roman Gladiator, Statue of Liberty of the Terracotta Warrior human statues at Travel Revolution 2015 and hashtag to #UOBStatues on the Participant’s individual Facebook timeline during the Contest Period are qualified for the Contest. All Submissions must:

- (a) be made on the Participant’s Facebook page and the owner of that Facebook page must be the same party as the Participant;

- (b) adhere to the rules and policies set out by Facebook;
 - (c) not contain any material that breaches any applicable laws or regulations in Singapore and in the jurisdiction in which the Submissions were made; and
 - (d) not contain the Participant's private or personal information or that of any third party, including, but not limited to, name, address, phone number, email address or any other contact details. UOB shall not be responsible for any cost, loss, expense, claim, demand, liability or damage suffered as a result of or in connection with such posting.
- 3.2 Each Participant can make unlimited submissions. UOB shall have the right to disqualify any Participant from the Contest who:-
- (a) is found to have made inaccurate Submissions and/or given inaccurate or misleading personal particulars;
 - (b) UOB subsequently finds out has made more than one (1) Submission using a different name or email address or contact details or any other methods to increase his/her chances of winning.,;
 - (c) is found to have tampered with the Submission process or the operation of the Contest;
 - (d) is in breach of these Terms and Conditions; or
 - (e) UOB deems to be unfit for participation in the Contest for whatever reasons.
- 3.3 For the avoidance of doubt, UOB shall not be responsible or liable for the following, which may result in the Participant being omitted from taking part in the Contest or for any loss or damages suffered in connection with the Contest or for any claim or cause of action arising out of or in connection with the Contest:
- (a) ensuring that all Submissions are posted promptly on the Participant's Facebook page before the expiry of the Contest Period;
 - (b) any Submission that fails to reach UOB or for any delay in the transmission of the Submission to UOB for whatever reason before the expiry of the Contest Period;
 - (c) any failed, incomplete, distorted, undeliverable, late, damaged, miscalculated, illegible or lost Submissions;
 - (d) any breakdown or malfunction in any computer system or equipment or network connection or internet connection; or
 - (e) any failure or delay or technical or error in the transmission of Submissions,
- 3.4 All Submissions are subject to the review and approval by UOB at its discretion.
- 4. Winners and Prizes**
- 4.1 (a) Unless UOB notifies otherwise, the two (2) winners selected daily ("**Winner Selection**") will be conducted on 3 April 2015, 4 April 2015, and 5 April 2015 at 2000 hours (Singapore Time) or such other date and time as UOB may determine at their discretion determine at any time and from time to time without giving any reason or prior notice or assuming any liability to any person.

- (b) A total of six (6) Submissions (“**Selected Submissions**”) will be selected/drawn by UOB on the Winner Selection Date and Time as follows by such methods and manner (which may be manual or computerized) deemed fit and/or appropriate by UOB at its absolute discretion.
 - (c) Notwithstanding anything to the contrary, UOB reserves the right to select/draw reserve Selected Submissions to substitute any Winner (as defined below) who is subsequently found to be ineligible or disqualified or any Winner who is unable to furnish any proof that he/she is the same person who made the Selected Submission, including but not limited to presenting documentary evidence of proof of name and identification number. UOB’s determination of the Winners shall be final, conclusive and binding. No appeal, correspondence or claims or payment of compensation will be entertained.
- 4.2
- (a) The results of the Winner Selection shall be announced daily, on 3 April 2015, 4 April 2015, 5 April 2015 at 2100 hours (Singapore Time) (or such other date as UOB may determine) on UOB Cards’ Facebook page confirming the identity of the Winners after having carried out all the relevant checks on the Winners to ascertain identity, including, but not limited to, his/her eligibility.
 - (b) The Winners will need to contact UOB Cards via UOB Cards’ Facebook page’s Messaging function (including, but no limited, via personal message on his/her individual Facebook page if required) to verify eligibility for the Contest no later than one (1) week following the announcement date referred to under Paragraph 4.2(a) above.
 - (c) A Winner from any one of the days described under paragraph 4.2(a) above will automatically not be eligible to a further Prize once he/she is already entitled to a Prize during any one day even if he/she abides by all these Terms and Conditions or his/her Submission is a Selected Submission for the following days. UOB is then entitled to choose a replacement Winner in any manner it deems fit.
- 4.3
- (a) The Winners shall be given a 29” Crossing luggage each (“**Prize**”). For the avoidance of doubt, there will only be six (6) Winners (“**Winners**”) and only six (6) Prizes. Each Winner is only entitled to one (1) Prize.
 - (b) Upon verifying eligibility, Winners will be notified via mail by 31 May 2015 on collection of prize. The Winners are responsible to collect their Prize, at:

United Overseas Bank Limited
480 Toa Payoh Lorong 6
#25-01 HDB Hub East Wing
Singapore 310480

- 4.4 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 item of similar value (whether in cash or otherwise).
- 4.5 Participation in the Contest is subject to these Terms and Conditions and the Participants are deemed to have accepted these Terms and Conditions when they participate in the Contest.
- 4.6 The Prize is not transferable or exchangeable for cash or otherwise in full or in part or refundable. The Prize is also subject to the terms and conditions accompanying them (if any).
- 4.7 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 Contest 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 Contest 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 Contest. 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 Contest 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 Contest, 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 Contest, including without limitation, any breakdown or malfunctions in any computer system or equipment.

5. Obligations of Participation

- 5.1 Participation in the Contest is subject to these Terms and Conditions and the Participants are deemed to have accepted these Terms and Conditions when they participate in the Contest. The Participants and the Winners 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 save and except where such claims, expenses, actions, losses or damages or costs are caused directly by UOB's fraud, negligence or willful misconduct.
- 5.2 By participating in the Contest, each of the Participants and the Winners expressly and irrevocably:
- (a) permits, consents and authorises UOB to disclose, reveal and divulge and agrees 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 Contest (including disclosing such information on Facebook) and consent to receiving promotional, marketing and other publicity information from UOB from time to time;
 - (b) agrees that the information which they are providing will be provided to UOB and not to Facebook; and

- (c) acknowledge and agree that the Submissions constitute such Participants' and the Winners' consent to give UOB a worldwide royalty-free, irrevocable, transferrable, assignable, perpetual, non-exclusive license to use, reproduce, publish, create derivative works from and display in whole or in part, and to incorporate it into other works, in any form, including for promotional or marketing purposes. The Participants shall, if requested by UOB, sign documentation that may be required for UOB or its nominees to make use of and to assign to UOB to assign to UOB or its nominees the non-exclusive rights that the participants are granting to use the Submissions, whether in whole or in part.

5.3 As a participant of the Contest, the Winners hereby:-

- (a) consents and/or authorizes UOB to publicly disclose and publish his/her name and any other of his/her particulars, including photographs and testimonies of the Winners, for any purposes whatsoever, including, but not limited to, for advertising, promotional, publicity or commercial purposes or for the purposes of publicizing the Winners and the Prize on Facebook, and by participating in the Contest, the Winners agree to co-operate with, attend any prize presentation, if required by UOB;
- (b) agrees to co-operate and participate in any advertising, promotional and publicity and/or commercial activities organized by UOB in relation to the Contest; and
- (c) consents and authorizes UOB to use and disclose any data provided by the Winners for any future marketing effort by the UOB Group of Companies in relation to UOB Credit cards and UOB Debit Cards,

without any payment or compensation thereof and in such mode and manner as shall be decided by UOB at its discretion. The Winners hereby agree to and shall, if required by UOB at their discretion, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Contest at his/her own costs.

6. General

6.1 The decisions of UOB on all matters relating to or in connection with the Contest, including, but not limited to, disqualification of any Participant, determination of the Winners and termination of the Contest, are at its discretion and shall be final, conclusive and binding. UOB shall not be obliged to give any prior reason or enter into any correspondence with any persons on any matter concerning the Contest and no appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether the Participants or the Winners has met all the requirements of the Contest and/or to receive the Prize. If UOB subsequently discovers that the Participant or the Winners is in fact not eligible to participate in the Contest or to receive the Prize, UOB may at its discretion disqualify the Participant or forfeit the Winners' 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 discretion without payment or compensation whatsoever or without giving any reason to such Winners whose Prize was forfeited or reclaimed or to any Participant. In the event of any dispute as to any Submission, the natural person whose full name is provided to UOB during the registration of the Submission will be deemed to be the Participant. The Participants and the Winners may be required to show proof of being such natural person.

6.2 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its discretion to terminate the Contest or 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 Winners, whether to terminate the Contest and the timing of any act to be done, and all Participants and Winners shall be bound by these amendments.

- 6.3 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.
- 6.4 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 contest, 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.
- 6.5 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.
- 6.6 These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Participants who participate in the Contest shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 6.7 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

As of 1 April 2015