

UOB Visa London Olympics Experience Top Visa Spenders Lucky Draw 2012

TERMS AND CONDITIONS

1. Eligibility

- 1.1 The UOB Overseas Bank Limited ("UOB") **Visa London Olympics Experience Top Spenders Lucky Draw 2012** ("the Draw") is open to all Eligible Cardmembers as herein described subject to the following terms and conditions.
- 1.2 Subject to the provisions herein and in particular, Rule 1.3 below, "**Eligible Cardmembers**" shall mean the top 1,000 spending principal holders of UOB Visa Credit Cards issued in Singapore (collectively referred to as "Cards" and each a "Card") which are valid, subsisting and in the opinion of UOB in good standing and satisfactorily conducted and who have received a direct mailer from UOB and who have been selected by UOB through such methods as decided by UOB at their absolute discretion but shall exclude all existing and new principal holders of UOB Visa Credit Cards which are Corporate Cards, Travel Accounts and Purchasing Card, Purchasing, Business, Multicurrency Corporate and/or Private Label Cards and each Eligible Cardmembers shall be referred to as the "**Eligible Cardmember**". For the avoidance of doubt, the benefit of all and any Retail Spend incurred by a supplementary UOB Visa Credit Cardmember (with the exception of supplementary UOB Visa Credit Cardmembers of UOB Visa Credit Cards which are Corporate Cards, Travel Accounts and Purchasing Card, Purchasing, Business, Multicurrency Corporate and/or Private Label Cards) in respect of the Draw shall accrue to the applicable Eligible Cardmember.
- 1.3 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 UOB Visa credit cardmember to take part in the Draw and shall not be obliged to give any reason therefore. Without limiting the generality of this provision, Eligible Cardmembers:
 - i. who are a staff/employee or a director of United Overseas Bank Ltd ("UOB") and/or Far Eastern Bank Ltd ("FEB") during the Period (as hereinafter defined) and their respective immediate family members;
 - ii. employees and staff of UOB's partners, the auditors, Leo Burnett Singapore (only its employees or staff who are handling the UOB account), advertising agencies, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promoting and/or conducting the Draw or who have an interest in the Draw;
 - iii. whose principal Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 15 March 2012 and the Draw Date (as defined below) (both dates inclusive);
 - iv. who are or become mentally incapacitated, deceased, insolvent or who face legal incapacity;

- v. who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them;
- vi. 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;
- vii. who are credit card holders of Corporate Cards, Travel Accounts and Purchasing Card, Purchasing, Business, Multicurrency Corporate and/or Private Label Cards;
- viii. who UOB may decide to exclude at its absolute discretion without notice and without furnishing any reason, at any time before the Draw Date;

shall be disqualified from the Draw and shall not be entitled to any payment or compensation whatsoever, even if he or she has been selected to be the winner of the Draw.

For the avoidance of doubt, termination of a supplementary UOB Visa Credit Card cardmember's account will not by itself disqualify the Principal Eligible Cardmember from the Draw.

2. Allocation of Chances

2.1 The following chances for the Draw will be allocated to the Eligible Cardmembers as follows:-

- (a) one (1) chance will be allocated to every Eligible Cardmember for every S\$10,000.00 Retail Spend (as defined below) charged to the Card (whether it be the principal Card or supplemental Card) at any time during the period commencing from 15 March 2012 – 15 May 2012 (both dates inclusive) ("**Qualifying Period**"); and
- (b) one hundred (100) chances will be allocated to every Eligible Cardmember for every S\$100,000.00 Retail Spend charged to the Card (whether it be the principal Card or supplemental Card) at any time during the Qualifying Period.

For the avoidance of doubt, Retail Spend made by the supplementary UOB VISA Credit Card cardmembers shall accrue to and will be combined with Retail Spend made by relevant Eligible Cardmembers but the supplementary UOB Visa Credit cardmembers are not personally eligible for the Draw chances.

2.2 All Retail Spend charges made during the Qualifying Period must be posted and captured in UOB's system during the Qualifying Period in order to qualify for the Draw.

2.3 "Retail Spend" shall mean all retail spend accumulated through posted retail transactions (whether in Singapore Dollars or foreign currency) and shall exclude any retail spend charges made in respect of cash advances, balance transfers,

funds transfers, annual fees, interest charges, instalment loan finance charges, late charges and fees and/or any amount brought forward from the last statement.

- 2.4 UOB is not responsible to ensure that the Retail Spend charges are posted promptly and shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by Visa Acquiring Merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other party(s) which may result in a Retail Spend charge incurred by the Eligible Cardmember and/or his supplementary credit cardmember(s) being omitted from the allocation of chances by UOB during the Qualifying Period.
- 2.5 UOB maintains the right, at its absolute discretion, to effect any adjustments, forfeitures or disqualification of the chances allocated for the Draw. The records of transactions of UOB and the total number of chances allocated to an Eligible Cardmember by UOB shall be final and conclusive. No appeal or correspondence will be entertained.

3. Draw Dates

- 3.1 Unless UOB notifies otherwise, the Draw will be conducted on 1 June 2012 or such other dates as UOB may determine at their absolute discretion determine at any time and from time to time without giving any reason or prior notice or assuming any liability to any person ("the Draw Date"), at Singapore Press Holdings Limited, 1000 Toa Payoh North, News Centre, Singapore 318994 or such other venue as may be determined by UOB at its absolute discretion in the presence of an external public accountant. UOB will appoint any external public accountant as UOB deems fit as an external public accountant to witness and audit the Draw.
- 3.2 Only one (1) Eligible Cardmember ("**Winning Cardmember**") will be selected/drawn at random by UOB on the Draw Date during the Draw by such methods and manner (which may be manual or computerized) deemed fit and/or appropriate by UOB at its absolute discretion. The Draw will be conducted on the Draw Date in the presence of and be witnessed and audited by any one of the UOB staff together with an external public accountant.
- 3.3 If the Winning Cardmember under the Draw is also one of the Winning Cardmembers for the UOB Visa London Olympics Experience Lucky Draw 2012, the Winning Cardmember of the Draw will not be eligible to receive the Prize offered under the UOB Visa London Olympics Experience Lucky Draw 2012. UOB's decision on this matter shall be final, conclusive and binding and UOB shall not be liable for payment or compensation to any party resulting from the Winning Cardmember not being eligible to receive the Prize offered under the UOB Visa London Olympics Experience Lucky Draw 2012 as a result of him/her receiving the Prize offered under the Draw. No appeal, correspondence or claims or payment of compensation will be entertained.

- 3.4 Notwithstanding anything to the contrary, UOB reserves the right to select/draw reserve Eligible Cardmembers to substitute any Winning Cardmember who is subsequently found to be ineligible or disqualified. UOB's determination of the Winning Cardmember shall be final, conclusive and binding. No appeal, correspondence or claims or payment of compensation will be entertained.

4. Prizes

- 4.1 There shall be only one (1) Winning Cardmember for the Draw. The Winning Cardmember will be entitled to the prize of a **"VISA London Olympics Experience" package ("Prize")**.

Details of the **VISA London Olympics Experience** Package is stated below:

Package includes:-

- A pair of return business class air tickets by Singapore Airlines to London, England departing from Singapore on 25 July 2012 (subject to changes)
- 5 days/4 nights program for two (2) people
- Airport meet-and-greet service at either Heathrow Airport or Gatwick Airport as shall be notified to the Winning Cardmember at the point of redemption of the Prize
- 4 Star hotel accommodation for two (2) people based on double occupancy at a hotel to be decided by Visa at its absolute discretion
- Daily Breakfast (only scheduled group meal) for two (2) people to be decided by Visa at its absolute discretion
- Two (2) Visa Olympic themed prepaid cards valued at £200.00 per card (one (1) card per person)
- Two (2) tickets to each pre-selected London 2012 Olympic Summer Games events (including two (2) opening ceremony tickets) as shall be decided by Visa at its absolute discretion (one (1) ticket per person per pre-selected London 2012 Olympic Summer Games event)
- Events are pre-selected by Visa and winners will not be allowed to select
- Event transportation to be provided via London public transport as shall be notified to the Winning Cardmember
- Two (2) Self-guided Hop-On/Hop-Off Bus Tour of London and Attraction Passes (one (1) pass per person) (the value shall be notified to the Winning Cardmember at the point of redemption of the Prize)
- Visa Olympic-themed merchandise for two (2) people (value of such merchandise shall be notified to the Winning Cardmember at the point of redemption of the Prize)
- Hospitality desk
- Event support staff
- Other terms and conditions apply

Terms and conditions:

- The Winning Cardmember and his/her guest will depart from Singapore on 25 July 2012 at such time to be decided by UOB (subject to changes)
- There is no refund value for this Prize
- Any deviation or extension of the above package is subject to availability of seats, seasonality and the difference in cost, if any which shall be

borne by the Winning Cardmember. Top-ups to higher booking classes and/or travel to different destinations is/are not allowed

- Prize is not transferable or exchangeable for cash or credit or other gifts or otherwise in full or in part or refundable.
- For reservations or enquiries, please contact UOB Travel Planners at 6 252 6822 or visit UOB Travel Planners at 480 Toa Payoh Lorong 6 HDB HUB East Wing #20-01 Singapore 310480
- All airlines seats and hotel accommodation are subject to availability
- The above package and any deviation or extension of the same is not inclusive of:-
 - (i) prevailing taxes, insurances, airport taxes and surcharges (fuel or otherwise) which shall be borne by the Winning Cardmember;
 - (ii) travel visa and other travel related expenses (please note Visa will not be responsible for obtaining or for funding any visas or other entry permits that may be required), long distance phone calls, room service, laundry, mini-bar items, room service, loss of hotel property, damage to hotel property, or any other expenses incurred in the hotel, personal expenses unrelated to the program (shopping, transportation to local sites during free time not part of the tour, food expenses aside from scheduled meals), transportation during the Winning Cardmember's and his/her guest's free time, e.g. if they decide to visit places or venues outside of scheduled activities, accident insurance coverage and any personal tax that may be levied on the Winning Cardmember or his/her guests with respect to their receipt of the packages or any part thereof. All such costs and expenses shall be borne by the Winning Cardmember.
- Tickets to the London 2012 Olympic Summer Games must be accepted as awarded and are subject to all of the applicable terms and conditions prescribed to such tickets from time to time by the London Organizing Committee for the 2012 Olympic Summer Games (LOCOG). Such terms and conditions are contained in the Ticket License Agreement (which can be reviewed at www.tickets.london2012.com/purchaseterms.html on the back of the physical ticket (once issued) and include prohibitions against any use of the ticket in connection with any commercial promotion or contest (without the consent of LOCOG) and the unauthorized sale of the ticket in excess of face value of the ticket. By accepting tickets, the Winning Cardmember and his/her are deemed to have accepted all of the applicable terms and conditions.
- Other terms and conditions apply

- 4.2 The Prize is neither transferable or exchangeable for cash, credits, other gifts or otherwise in full or in part or refundable. Any unused portion of the Prize cannot be retained or refunded in cash, credit, other gifts or otherwise in full or in part. The Prize is 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 Draw and/or redemption or use of the prize. The Winning Cardmember and his/her guest shall be responsible to ensure that they possess valid travelling documentation (e.g. a valid and non-expired passport, visa etc) to the relevant designation.

- 4.3 The results of the Draw will be published in the newspaper circulated in Singapore within 7 calendar days of the Draw Date or by such other date as UOB may determine at their absolute discretion. The Winning Cardmember will be notified by ordinary post and contacted via telephone based on the last known contact information with UOB Card Centre's records no later than 8 June 2012 or by such other date as UOB may determine at its absolute discretion.
- 4.4 (a) The Prize must be claimed in Singapore on or before 8 June 2012 by the Winning Cardmember in person at the venue determined by UOB and notified to the Winning Cardmember in the notification letter and on such terms and conditions as may be imposed by the merchant or supplier of the Prize and on the notification letter. Details of the method to claim the Prize will also be set out in the notification letter. UOB and Visa does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in the Winning Cardmember's receipt of the notification letter or any notification letter which has expired or gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected in the post. Any notification letter that is expired, lost, misplaced, tampered with, defaced, stolen, misdirected or damaged is strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for any uncollected Prize or any notification letter which is expired, lost, tampered with, misplaced, defaced, stolen, misdirected or damaged. The Winning Cardmember needs to present proof of identification together with such other additional documents that UOB and Visa requires in order to collect the Prize.
- (b) If the Prize is unclaimed by the due date stated under Paragraph 4.4(a) above, the said Prize will be forfeited (without any liability on the part of UOB or Visa to the Winning Cardmember whose Prize was forfeited) and the said Prize will be donated to such charitable organisation as shall be decided at the sole and absolute discretion of UOB. Any Winning Cardmember whose Prize has been forfeited shall not be entitled to any payment or compensation whatsoever notwithstanding any non-receipt of notification.
- (c) If any person is subsequently discovered to be ineligible or not entitled to participate in the Draw or ineligible to receive the Prize, UOB reserves the right to forfeit/reclaim the Prize at UOB's discretion and confer the same on any other person as may be selected by UOB in any manner as UOB may deem fit at its absolute discretion and which said person shall then be the Winning Cardmember. No person whose Prize has been forfeited shall not be entitled to and UOB shall not be liable to any party for any payment or compensation whatsoever notwithstanding any non-receipt of notification.
- 4.5 As a participant of the Draw, each Winning Cardmember hereby irrevocably and unconditionally:-
- (a) consents and authorizes UOB and/or Visa to publicly disclose and publish his/her name, identification/passport number and any other particulars

determined by UOB and/or Visa at its absolute discretion (including, without limitation, his/her photographs) to any person and in any mode and manner as UOB and/or Visa may deem appropriate and for any purpose including, but not limited to, for advertising, promotional, publicity or commercial purposes or otherwise;

- (b) agrees to co-operate with and participate in the advertising, promotional, publicity and/or commercial activities organized by UOB and/or Visa in relation to the Draw; and
- (c) consents and authorizes UOB and/or Visa to use any data provided by such Winning Cardmember 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 Winning Cardmember hereby irrevocably and unconditionally agree to and shall, if required by UOB and/or Visa at their absolute discretion, 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.

- 4.6 All participants of the Draw expressly and irrevocably permit and authorize UOB and Visa to disclose, reveal and divulge any information regarding their particulars (including, but not limited to, their name, identification/passport number and photographs) to the parties involved in organizing, advertising, publicity, promoting, sponsoring or conducting the Draw.
- 4.7 UOB and Visa may, at any time and from time to time in its absolute discretion and without prior notice or assigning any reason thereof or assuming any liability or payment of compensation to any person, replace, substitute or change any Prize with another prize of similar value selected by UOB and/or Visa at their absolute discretion. UOB's and/or Visa's determination of the substituted prize shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained.

5. Decisions of UOB

- 5.1 UOB shall not be responsible or liable:-

- (a) to ensure that the Retail Spend charges are posted promptly and 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) or for whatever reasons which may result in a charge incurred or 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; and/or
- (b) for any late posting of the purchases;
- (c) for any breakdown or malfunction in any computer system or equipment;

- (d) for any error in computing any Draw chances;
- (e) for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post;
- (f) for any defects or deficiency in the Prizes; or
- (g) for any injury, loss, damages and/or costs or expenses of any kind arising from or in connection with the Draw including, but not limited to:-
 - (i) any act or omission relating to the Eligible Cardmember's and/or the Winning Cardmember's participation in the Draw howsoever arising; or
 - (ii) arising from the usage of the Prizes;
 - (iii) any of the scenarios described under Paragraph 5. (a) to (f) above

The Eligible Cardmembers and, where applicable, the Winning Cardmember shall fully indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred by UOB in connection therewith.

- 5.2 The decisions of UOB and Visa on all matters relating to or in connection with the Draw are at their absolute discretion and shall be final, conclusive and binding on all individuals including, without limitation, any decision to change the Draw Date, to extend the Qualifying Period, cancel or suspend the Draw or to replace the Prizes. UOB and Visa shall not be required to give any reasons on any matter relating to the Draw and no appeal, correspondence(s) and claim(s) will be entertained. UOB has the absolute right and unfettered discretion to determine whether the Eligible Cardmembers or the Winning Cardmember has met all the requirements of the Draw and/or to receive the Prizes.
- 5.3 If UOB subsequently discovers that the Eligible Cardmember or the Winning Cardmember is in fact not eligible to participate in the Draw or to receive the Prize, UOB may at its sole discretion forfeit the Winning Cardmember's Prize or reclaim it / them (if already awarded) and award or dispose of it/them 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 Winning Cardmember whose Prize was forfeited or reclaimed.
- 5.4 UOB shall not be liable to any Eligible Cardmember or the Winning Cardmember or any other persons for any loss or damage arising in connection with the Draw, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, UOB assumes no responsibility for lost, late, misdirected, incomplete, ineligible and/or postage-due mail.

- 5.5 Participation in the Draw is subject to these terms and conditions stated herein. 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, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Draw, 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.
- 5.6 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 duration of the Draw, any decision to change the Draw Date, to extend the Qualifying Period, to cancel or suspend the Draw, to replace the Prizes, the selection of the Winning Cardmember, and the timing of any act to be done, and all participants to the Draw shall be bound by these amendments.
- 5.7 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 Draw or the acts or defaults of the Visa, manufacturer, merchant, agent, supplier or service provider of the Prize or defects or deficiency in the Prize or goods or services offered in the Draw. UOB is not an agent of Visa or the manufacturer, merchant, agent, supplier or service provider. Any dispute must be resolved directly with Visa, the manufacturer, merchant, agent, supplier or service provider. Visa, the manufacturer, merchant, agent, supplier or service provider may impose conditions for the redemption of the Prize or the goods or services. UOB assumes no liability or responsibility and will not be liable or responsible 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 Draw and/or redemption or use of the Prize including, but not limited to, the 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 or the goods or services offered in the Draw or arising from or in connection with the Draw howsoever arising.
- 5.8 These Terms and Conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers and the Winning Cardmember who participate in the Draw shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 5.9 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 terms of such agreement.

- 5.10 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.