

## **TERMS AND CONDITIONS GOVERNING UOB “WIN A LENOVO YOGA TABLET 8 WITH UOB PERSONAL INTERNET BANKING AND UOB MOBILE SERVICES” PROMOTION**

Last updated: 06 January 2014

### **1. Eligibility**

- 1.1 To be eligible for this “Win a Lenovo Yoga Tablet 8” Promotion (the “**Promotion**”), customers (“**Customers**”) of United Overseas Bank Limited (“**UOB**”) must :-
  - 1.1.1 not have signed up for UOB Personal Internet Banking or UOB Mobile Services prior to the Promotion Period (as defined below);
  - 1.1.2 have successfully signed up for UOB Personal Internet Banking or UOB Mobile Services during the Promotion Period (as defined below);
  - 1.1.3 have during the Promotion Period (as defined below), successfully registered himself/herself to participate in the Promotion via the Online Registration Form (the ‘**Form**’) in accordance with clause 3 below;
  - 1.1.4 have performed any of the Qualifying Transactions in accordance in Clause 4.1 below.
  - 1.1.5 have UOB account(s) that is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.
- 1.2. Under the Promotion, eligible Customers can participate in a Lucky Draw to win a Lenovo Yoga Tablet 8, subject to the terms and conditions herein.
- 1.3. UOB must have received the said completed Form from the Customer during the Promotion Period.
- 1.4 The following Customers shall not be eligible to participate in the Promotion:-
  - 1.4.1 Persons whose UOB bank 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 reason as may be determined by UOB at its discretion;
  - 1.4.2 Persons whose UOB Personal Internet Banking and UOB Mobile Services access is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period (as defined below); and/or
  - 1.4.3 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.
  - 1.4.4 Persons who are employees of UOB
- 1.5 Notwithstanding anything herein, UOB has the discretion to determine the eligibility of any Eligible Customer to take part in the Promotion. Such determination shall be final, binding and conclusive and UOB is not obliged to give any reason or prior notice.

### **2. Promotion Period**

- 2.1 The “*Promotion Period*” for the Promotion is the period commencing on 6 January 2014, 0000hrs to 31 March 2014, 2359hrs (Singapore date and time) (both dates and time inclusive) subject to all the terms and conditions herein.

### 3. Registration via Online Registration Form

- 3.1 To be eligible for the Promotion, Customers must register themselves for the Promotion by completing the Online Registration Form (the “**Form**”) and submitting his/her name, NRIC/Passport No. and latest mobile phone number. The Form can be found on uob.com.sg/Lenovotablet). The Form must be completed by the Customer. Only completed Forms received by UOB during the Promotion Period shall qualify for the Promotion. Any incomplete or inaccurate Forms will not be considered and will be disqualified.
- 3.2 Forms received by UOB before 12:00 am on 6 January 2014 or after 11:59 pm on 31 March 2014 (Singapore date/time) will not qualify for the Promotion and will be considered invalid and void.
- 3.3 Notwithstanding anything herein, UOB may at any time in its discretion and without giving prior notice, determine the eligibility of any Form.
- 3.4 By submitting the Form, the Customer consents to the disclosure of information including, but not limited to, the Customer’s NRIC and/or passport number to other third party which is engaged by the Bank for the Promotion. The Customer authorises UOB to disclose information regarding the Customer to such parties for the purposes of the Promotion.

### 4. The Promotion – Lucky Draw

- 4.1 To be eligible for the Promotion, the Customer must perform any of the following Qualifying Transactions in accordance with the transaction terms in the table below. Eligible Customers will be entitled to Lucky Draw chances subject to the limits in the table below :-

Qualifying Transaction Type	Transaction Terms	Lucky Draw Limits
a. Sign up for UOB Personal Internet Banking Service (at any UOB branches, ATM or via the Online Application Form or Credit Card application) and perform first login	a.(i) The Customer must have successfully signed up for UOB Personal Internet Banking Service during the Promotion Period. a.(ii) The Customer’s sign up for Personal Internet Banking Service must be successfully received and recorded on UOB’s systems during the Promotion Period. a.(iii) The Customer must have successfully performed a first log in via UOB Personal Internet Banking or UOB Mobile	a.(iii) One (1) Lucky Draw chance will be allotted for each successful sign up together with first log in performed. a.(iv) Eligible Customers can accumulate a maximum of one (1) Lucky Draw chance during the Promotion Period.
b. Perform a Bill Payment or Funds Transfer on Personal Internet Banking or UOB Mobile	b.(i) The payment / transfer must be performed via UOB Personal Internet Banking or UOB Mobile b.(ii) Minimum payment / transfer amount is S\$10. b.(iii) The payment / funds transfer must be successfully received and recorded on UOB’s systems during the Promotion Period.	b.(iv) Five (5) Lucky Draw chances will be allotted for each successful payment / funds transfer performed b.(v) Eligible Customers can accumulate a maximum of twenty-five (25) Lucky

		Draw chances during the per month during the Promotion Period.
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4.2 Notwithstanding the number of Qualifying Transactions performed, each eligible Customer will be limited to the maximum Lucky Draw chances for each type of Qualifying Transaction as set out in the limits in clause 4.1 above. The Lucky Draw chances allocated are not transferable.

4.3 For the avoidance of doubt, the Prize will be forfeited if the Eligible Customer closed his account during the Promotion Period. UOB shall not be liable to any such party for any payment or compensation arising from the above.

## 5. Lucky Draw and Prizes

### 5.1 Conduct of Draw

5.1.1 Unless UOB notifies otherwise, the Lucky Draw will be conducted on 22 April 2014, at 80 Raffles Place #38-01, UOB Plaza 1, Singapore 048624 ("**Lucky Draw Date and Time**") or such other date and time and venue as may be determined by UOB at its discretion, without giving any reason or prior notice or assuming any liability to any person.

5.1.2 A total of 50 winners (each a "**Winner**" and collectively "**Winners**") will be drawn from the pool of eligible Customers at random by UOB on the Lucky Draw Date and Time using such methods and manner (which may be manual or computerized) deemed fit and/or appropriate by UOB at its discretion in the presence of and be witnessed and audited by any one of the UOB staff together with an external public accountant.

5.1.3 Notwithstanding anything to the contrary, UOB reserves the right to select another eligible Customer as a reserve Winner to substitute any Winner who is subsequently found to be ineligible to participate in the Promotion or disqualified from participating in the Promotion or where the Winner is unable to furnish any proof that he/she is the same person who submitted the Form, including, but not limited to, is unable 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.

5.1.4 The results of the Lucky Draw shall be announced and published on uob.com.sg and at least one newspaper on or before 29 April 2014 (or such other date as UOB may determine).

### 5.2 Redemption of Lucky Draw Prizes

5.2.1 Each Winner will only be entitled to win a maximum of one (1) Lenovo Yoga Tablet 8 (the "**Prize**") for the Lucky Draw.

5.2.2 The merchant, agent, supplier or service provider may impose conditions for the usage or redemption of the Prize. Prize redemption is subject to these terms and conditions.

5.2.3 A Redemption Letter will be issued to the Winner at the Winner's last mailing address as per UOB's records on or before 20 May 2014. The Redemption Letter will set out the procedures in which the Winner has to follow in order to claim the applicable Prize. The Winner needs to present proof of identification together with such other additional documents that UOB or the merchant, agent, supplier or service provider of the Prize requires in order for the Winner to claim the Prize.

5.2.4 UOB does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in any of the Winners receipt of the Redemption Letter or if the Redemption Letter expires or gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected. Any Redemption 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 unredeemed Prizes or any Redemption Letter which has expired or is lost, tampered with, misplaced, defaced, stolen, misdirected or damaged.

- 5.2.5 Winners must redeem their Prizes by 20 July 2014 at the venue determined by UOB, stated in the Redemption Letter. Prizes that are not redeemed by the stated date will be forfeited. UOB shall not be obliged to give any reason or enter into any correspondence with the Winner concerning this and no appeal, correspondence or claims will be entertained.
- 5.2.5 The Prize offered under the Promotion is neither transferable nor exchangeable for cash, credit, other gifts or otherwise, in full or in part nor refundable.
- 5.2.6 No payment or compensation whether in cash, credit or kind shall be made for any forfeited, expired or unredeemed Prize or any Redemption Letter which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged
- 5.2.7 UOB assumes no liability or responsibility for (i) any defects, quality, merchantability, the fitness or any other aspect of the Prize redeemed/claimed; (ii) the acts or defaults of the manufacturer, merchant and/or suppliers of the Prize or (iii) for any injury, loss, claim or damage or consequences 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 Prize or in connection with the Promotion.
- 5.2.8 UOB is not an agent of the merchant or service provider. Any dispute about the quality or service standard of the Prize must be resolved directly with the merchant or service provider.
- 5.2.9 UOB reserves the right to replace and/or substitute any of the Prize with another gift at equivalent or close to the prevailing recommended retail price without giving prior notice or reason to any Winner or assuming any liability to any party. UOB's determination of the replaced and/or substituted items shall be final, conclusive and binding.
- 5.2.10 In the event that any Winner is found to have received more than one (1) Prize, UOB may at its discretion reclaim the same or an amount equal to the cost of the Prize by debiting such amount from any one of the Winner's account opened with UOB without prior notice to the Winner.
- 5.2.11 If UOB subsequently discovers that the Winner is not eligible to participate in the Promotion or to receive the Prize or if the Prize is not redeemed by 20 July 2014, UOB may at its discretion forfeit the Prize or reclaim it (if already awarded) and award or dispose of the Prize in such manner and/or to such person as UOB deems fit at its absolute discretion without payment or compensation whatsoever or without giving any reason to such Winner.

## **6. Participation**

- 6.1 By participating in the Promotion, the Customer and the Winner:-
  - 6.1.1 consents to the collection, use and disclosure of his/her name, identification/passport number and such other information and particulars, including photographs of the Customer / Winner, for publicity, marketing and/or promotional purposes in connection with the Promotion, UOB Personal Internet Banking and/or UOB Mobile Services; and
  - 6.1.2 agrees to co-operate with and participate in such publicity activities without any payment or compensation thereof.
  - 6.1.3 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

## **7. General**

- 7.1 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.
- 7.2 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 Promotion Period, without assuming any liability to any person and all Customers, and/or Winners shall be bound by these amendments.
- 7.3. UOB's decision on all matters relating to the Promotion is at its discretion and shall be final, conclusive and binding on the Customer. UOB shall not be obliged to give any reason or enter into any correspondence with the Customer or any persons on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.
- 7.4 Participation in the Promotion is subject to these terms and conditions. All Customers, and Winners 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.
- 7.5 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.
- 7.6 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.
- 7.7 UOB shall not be responsible or liable for any loss, injury to or expenses, claim or damages of any Customer, and/or Winners or any other person in connection with the Promotion, howsoever arising. However, UOB will be liable for the Customer's, and/or Winner's direct loss to the extent such loss is caused directly by UOB's fraud, negligence or willful misconduct.
- 7.8 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 merchant, 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.
- 7.9 UOB shall not be responsible or liable:-
- 7.9.1 for any notice or communication or Redemption Letter which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or
  - 7.9.2 for any late posting of the Qualifying Transactions or for any failure in Qualifying Transactions being transacted by UOB Personal Internet Banking and UOB Mobile Services or being captured in UOB's system;
  - 7.9.3 for any breakdown or malfunction in any computer system or equipment.
- 7.10 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.
- 7.11 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.