

## **Get SMART\$ and Win a Peugeot 207 Campaign**

### **TERMS AND CONDITIONS**

#### **1. Eligibility**

1.1 Subject to Clause 1.2, the **Get SMART\$ and Win a Peugeot Campaign** ("the Lucky Draw") is open to all eligible principal cardmembers of UOB Credit and Debit Cards (collectively "Principal Cardmembers" or each a "Principal Cardmember") which are valid, subsisting and in good standing as may be determined by United Overseas Bank Limited ("UOB") at its sole and absolute discretion (collectively "Eligible Cardmembers or each an "Eligible Cardmember"). For the avoidance of doubt, (a) the benefit of all charges incurred by a supplementary Cardmember in respect of the Lucky Draw shall accrue to the Eligible Cardmember; (b) termination of a supplementary Cardmember's account will not by itself disqualify the Eligible Cardmember from the Lucky Draw.

1.2 The following are not eligible for the Draw :

1.2.1 Directors and employees of UOB

1.2.2 Employees of UOB's partners, advertising, promotion agencies and any other persons involved in organizing, promoting and/or conducting the Lucky Draw;

1.2.3 Principal Cardmembers whose accounts are terminated between 1 April 2009 and the Draw Date (both dates inclusive);

1.2.4 Persons who are of unsound mind, deceased, insolvent or have legal proceedings of any nature instituted against them or under any legal incapacity; ;

1.2.5 Persons below the age of 21 years as at 1 April 2009; and

1.2.6 Any other accounts that are deemed to be delinquent or unsatisfactorily conducted by UOB at its sole and absolute discretion

#### **2. Qualifying Period**

2.1 "Qualifying Period" for the Lucky Draw means the period commencing 1 April 2009 to 31 May 2009 (both dates inclusive).

#### **3. Allocation of Lucky Draw Chances**

3.1 To qualify for the Lucky Draw, Eligible Cardmembers need to make a minimum retail spend of S\$20 at any participating UOB SMART\$ merchants and One (1) chance will be automatically allotted once the S\$20 spend is met. Retail spend excludes annual fees, reversals and finance transactions. Please visit [uobgroup.com/getsmart](http://uobgroup.com/getsmart) for a complete listing of participating UOB SMART\$ merchants.

3.1.1 One (1) Lucky Draw chance will be allotted to every Eligible Cardmember for every subsequent S\$20 retail spend at any participating UOB SMART\$ merchant between 1 April 2009 till 31 May 2009.

3.1.2 UOB shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by MasterCard/Visa/JCB Acquiring Merchants,

merchant establishments, VISA International Incorporated, Master Card International Incorporated, postal or telecommunication authorities or any other party(s) which may result in a charge incurred by the Eligible Cardmember and/or his supplementary Credit Cardmember(s) as being omitted from the allocation of Lucky Draw chances by UOB during the Qualifying Period.

3.1.3 UOB's transaction records and the total number of Lucky Draw chances allotted to an Eligible Cardmember shall be final and conclusive. No correspondence will be entertained.

#### **4. Draw Date**

4.1 The Lucky Draw will be conducted on 5 June 2009 or such other dates as UOB may determine at their sole and absolute discretion ("the Draw Date"), at United Overseas Bank Limited, 480 Toa Payoh Lorong 6 #25-01, HDB HUB East Wing, Singapore 310480 or at such other venue as may be determined by UOB.

4.2 UOB reserves the right to draw reserve winners to substitute any winner subsequently found to be disqualified. UOB's determination of the winners shall be final, conclusive and binding. No correspondence or claims will be entertained.

#### **5. Prize**

5.1 There will be one (1) Peugeot 207 VIVE 1.4 (the "Prize") to be given away in the Lucky Draw. The Prize must be registered in the winner's name by 30 June 2009 or such other date as may be agreed by UOB in its sole and absolute discretion. The winner shall not be allowed to sell the Prize to anybody or advertise for sale of the Prize unless approved by UOB and with conditions as may be stipulated by UOB. The Prize will be in Lunar Mist colour and it does not include the cost of COE, registration, road tax, insurance, IU and radio license fee. The color of the Prize shown on all printed materials makes no representation or warranties of the actual Prize. Specification of the Prize is fixed with no alteration allowed. Colour of vehicle is subject to availability. Autofrance reserves the right to use the name and pictures/photographs of the winner in print advertisements without any payments or compensation whatsoever.

5.2 The Prize is neither transferable nor exchangeable for cash or otherwise. UOB makes no representations or warranties as regards to the Prize and 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 Lucky Draw and/or redemption 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 from UOB's records. The result will be published in The New Paper on or before 11 June 2009.

5.4 The Prize must be claimed in Singapore on or before 30 June 2009. All unclaimed prizes 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 and without furnishing any reason in its sole and absolute discretion, substitute the Prize (or any component thereof) with any other item of similar value.

#### **6. Participation**

6.1 It is a condition precedent for participation in the Lucky 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(s) with UOB and photographs for publicity or commercial purposes or otherwise participate in the publicity activities of UOB in relation to the Lucky 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 Lucky Draw at his/her own costs.

## **7. General**

7.1 The decisions of UOB on all matters relating to the Lucky 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 Lucky 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 Lucky 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 Lucky Draw shall be deemed to have agreed to submit to the exclusive jurisdiction of the Singapore Courts.

7.6 Without prejudice to the Terms and Conditions, it is to be noted that the following cards will not be participating/ eligible for this Lucky Draw:

i) UOB JCB; ii) One Mastercard; iii) Bank 121; iv) MPC Mastercard; v) Travel Accounts; vi) UOB CUP, Purchasing and Private Label Cards.