

TERMS AND CONDITIONS OF THE UOB SMART\$ REBATE PROGRAMME

1. DEFINITIONS AND INTERPRETATIONS

- 1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meaning:
- (a) "Bank" means United Overseas Bank Limited.
 - (b) "Card Transaction" means a payment for goods or services made using a UOB Debit or Credit Card.
 - (c) "Interest-Free Instalment Payment Plan" means the special plan under which selected tour packages offered by UOB Travel Planners Pte Ltd may be paid over a period of six (6) months.
 - (d) "UOB Cardmember" means the person whose name is printed on any of the UOB Cards.
 - (e) "SMART Merchant" means the establishment participating in the UOB SMART\$ rebates programme.
- 1.2 The headings in these Terms and Conditions are inserted for convenience only and are to be excluded in any interpretation hereof.
- 1.3 Unless the context requires otherwise, words denoting the singular number only shall include the plural and vice versa and words denoting the masculine only shall also include the feminine gender and vice versa.
- 1.4 References to 'Clauses' are to be construed as references to clauses of this Terms and Conditions.

2. ELIGIBILITY

UOB SMART\$ Rebates Programme is only applicable to ALL principal and supplementary cardholders of UOB Debit Cards and Credit Cards issued in Singapore which are valid and subsisting ("**Eligible Cardmembers**"). It is not applicable to UOB Preferred Platinum American Express Card, UOB UnionPay Platinum Card, UOB Travel Account Card, Purchasing and Private Label Card unless otherwise stated.

3. ISSUE AND REDEMPTION OF SMART\$

- 3.1 The redemption value of one (1) SMART\$ is S\$1.00, SMART\$ is not transferrable and cannot be exchanged for cash.
- 3.2 UOB Cardmembers may choose to accumulate or redeem SMART\$ at any SMART merchant in subsequent Card Transactions, for the full price of the Card Transaction and subject to availability of SMART\$ on UOB Cardmember's card.
- 3.3 Combination of spending for principal and its respective supplementary Eligible Cardmembers is not allowed. SMART\$ earned that is credited to the principal card can only be redeemed by this principal Eligible Cardmember. SMART\$ earned that is credited to the supplementary card can only be redeemed by this supplementary Eligible Cardmember.

4. EXCLUSIONS

SMART\$ will not be credited:

- (d) for tips, sale items, special price items, promotion items or such other non-qualifying items designated by the SMART Merchants from time to time;
- (d) for payments under the Interest-Free Instalment Payment Plan;
- (c) in the event of any breakdown or malfunction of the computer, its terminal communication lines or any other equipment whether or not belonging to the Bank or the SMART Merchant; or
- (d) in the event that the Card Transaction is processed manually for any reason.

5. SMART\$ ADJUSTMENTS

- 5.1 No SMART\$ adjustments shall be effected by the SMART Merchants for security reasons.
- 5.2 To request for SMART\$ adjustments, the UOB Cardmember may within [three (3) days] of any purchase return to the SMART Merchant and:
- (a) contact the Bank's card centre by telephone, post or facsimile to effect the SMART\$ adjustments; and
 - (b) if the request is valid, the Bank's card centre will effect the necessary SMART\$ adjustment. Where the request is made pursuant to Clause 5.2(a), the SMART\$ will be updated only when subsequent Card Transactions* are made at any SMART Merchant.
- 5.3 The Bank reserves the right to reject any request for SMART\$ adjustment in its sole and absolute discretion without assigning any reason therefor and is not obliged to enter into any correspondence with any UOB Cardmember concerning such adjustments..

6. VARIATION

The Bank reserves the right at any time and from time to time in its sole and absolute discretion to:

- (a) amend, vary, add or delete these Terms and Conditions or even terminating this UOB SMART\$ Rebate Programme without giving any reason or prior notice or assuming any liability to any UOB Cardmember and all UOB Cardmembers shall be bound by these amendments; or
- (b) withdraw, cancel or vary the benefits, entitlements and privileges conferred by the use of the UOB Credit and/or Debit Card, without having to disclose any reason therefor, and the UOB Cardmember shall not be entitled to any payment or compensation whatsoever.

7. GENERAL CONDITIONS

- 7.1 All unredeemed SMART\$ will be forfeited:
- (a) on its expiry date, which is 6 months from the date of issuance or on the expiry date of the UOB Credit and/or Debit Card, whichever is earlier;
 - (b) upon the Bank's receipt of the Eligible Cardmember's request to terminate his/her Principal and/or Supplementary UOB Credit and/or Debit Card;
 - (c) in the event that the UOB Credit and/or Debit Card is terminated by the Bank for any reason whatsoever;
 - (d) in the event of any loss, theft, damage, destruction, fraudulent or unauthorised use of the UOB Credit and/or Debit Card; or
 - (e) on the termination of the UOB SMART\$ Rebate Programme.
- 7.2 UNI\$ will not be awarded on transactions at SMART merchants where SMART\$ are issued.
- 7.3 The Bank's decision on all matters pertaining to the UOB SMART\$ Rebate Programme is final, conclusive and binding.
- 7.4 The Bank is not an agent of the SMART Merchants and as such, any dispute about the quality or service standard of the goods and services offered by the SMART Merchants must be resolved directly with them respectively. The Bank assumes no liability or responsibility in any manner whatsoever for the acts or defaults of the SMART Merchants or defects in the goods and services offered them, or for any injury, loss, damage, costs or expenses in connection with or

- arising out of the redemption or usage of the goods and services offered by the SMART Merchants.
- 7.5 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 UOB SMART\$ Rebate Programme, these Terms and Conditions shall prevail.
 - 7.6 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 any term herein.
 - 7.7 These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore, and all Eligible Cardmembers shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

* Amount of the Card Transaction(s) is subject to the Bank Card Centre's internal procedures and guidelines.