

## **TERMS AND CONDITIONS GOVERNING UOB “WIN A POWER BANK 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 Power Bank with UOB Personal Internet Banking and UOB Mobile Services” Promotion (the “**Promotion**”, customers (“**Customers**”) of United Overseas Bank Limited (“**UOB**”) must :-
  - 1.1.1 have successfully signed up for UOB Personal Internet Banking or UOB Mobile Services either prior to or during the Promotion Period (as defined below);
  - 1.1.2 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;
  - 1.1.3 have performed any of the Qualifying Transactions in accordance in Clause 4.1 below.
  - 1.1.4 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 UOB must have received the said completed Form from the Customer during the Promotion Period.
- 1.3 The following Customers shall not be eligible to participate in the Promotion:-
  - 1.3.1 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;
  - 1.3.2 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
  - 1.3.3 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 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. Promotion Month refers to the respective months in the Promotion Period.

### **3. Registration via Online Registration Form**

- 3.1 To be eligible for the Promotion, Customers must register themselves for the Promotion by submitting the Online Registration Form (the “**Form**”) for any of the Promotion Months within the

respective Submission Timelines below. The Form can be found on [uob.com.sg/powerbank](http://uob.com.sg/powerbank). The Forms must be completed by the Customer and Customer needs to submit the Form only once during the Promotion Period. 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.

Promotion Month:	Submission Timelines
January 2014	6 January 2014 – 31 January 2014 (dates inclusive)
February 2014	6 January 2014 – 28 February 2014 (dates inclusive)
March 2014	6 January 2014 – 31 March 2014 (dates inclusive)

- 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 – Power Bank (Portable Phone Charger)

- 4.1. To be eligible for the Portable Phone Charger (“Prize”) under the Promotion, the Customer must perform any of the following Qualifying Transactions in accordance with the terms in the table below:

Qualifying Transaction Type	Qualifying Transactions Terms
(i) Bill Payment to any billing organization listed in UOB's systems	<p>The payment must be performed via UOB Personal Internet Banking or UOB Mobile</p> <p>Minimum payment amount is S\$10.</p> <p>The payment must be successfully received and recorded on UOB's systems during the Promotion Month*</p> <p>*The Customer must have registered for the Promotion in accordance to Clause 3.</p>
(ii) Funds transfer to a funds transfer payee	<p>The funds transfer must be performed via UOB Personal Internet Banking or UOB Mobile</p> <p>Minimum transfer amount is S\$10.</p> <p>The fund transfer must be successfully received and recorded on UOB's systems during the Promotion Month*</p> <p>*The Customer must have registered for the Promotion in accordance to Clause 3.</p>

- 4.2. The first 100 eligible Customers (each a “Winner” and collectively “Winners”) to perform the Qualifying Transactions for each Promotion Month in accordance with the provisions above, will be eligible to win a maximum of one (1) Portable Phone Charger (“Prize”)

Promotion Month	Prize Notification Date
<ul style="list-style-type: none"> <li>January 2014</li> <li>February 2014</li> <li>March 2014</li> </ul>	<ul style="list-style-type: none"> <li>28 February 2014</li> <li>31 March 2014</li> <li>30 April 2014</li> </ul>

Winners for each respective Promotion Month will receive a SMS on the Prize Notification Date stated above notifying the Winner that he/she is entitled to the Portable Phone Charger. SMS will be sent to the Winner's mobile phone number submitted in the Form.

- 4.3 All employees of UOB who are directly involved and/or associated in organizing and/or promoting this Promotion will not be eligible to participate in this Promotion.
- 4.4 Notwithstanding the number of Qualifying Transactions performed during the Promotion Period, each Winner will be limited to the maximum of one (1) Portable Phone Charger
- 4.5 For the avoidance of doubt, the Prize will be forfeited if the Winner 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.
- 4.6 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. Receiving the Prizes

- 5.1 Winners will receive the Prize by mail on or before 16 May 2014. The Prize will be mailed to the Winner's last mailing address as per UOB's records. Winners of the Prize will receive it via local mail service and are required to sign for the mail. If the Winner is unavailable to receive it during the first delivery attempt to doorstep, the parcel may be deposited into the recipient's mailbox.
- 5.2 UOB does not assume any liability or responsibility for any failure or delay in the mailing or posting of the Prize, or if the Prize gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected in the mail. Any Prize that is 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 Prizes which have been lost, tampered with, misplaced, defaced, stolen, misdirected or damaged.
- 5.3 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.
- 5.4 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.
- 5.5 No payment or compensation whether in cash, credit or kind shall be made for any forfeited, expired or unredeemed Prize or any which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged
- 5.6 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.
- 5.7 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.

- 5.8 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.
- 5.9 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.
- 5.10 If UOB subsequently discovers that the Winner is not eligible to participate in the Promotion or to receive the Prize, 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 or debit the cost of the Prize from any one of the Winner's account opened with UOB without prior notice to the Winner, 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 Prizes 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.