

**Terms and Conditions Governing United Overseas Bank Limited ("UOB") "Krazy for Kim Hyun Joong Contest" ("Terms and Conditions")**

1. This **"Krazy for Kim Hyun Joong Contest"** (the "Contest") period will commence on 23 April 2012 and conclude on 29 April 2012, both dates inclusive (the "Contest Period") within Singapore only.
2. To be eligible to participate in the Contest, each participant (the "Participant") must:-
  - (a) become a fan of UOB Facebook Page;
  - (b) must either be a UOB credit cardmember or a UOB debit cardmember, whose UOB credit cards or, where applicable, UOB debit cards are issued by UOB in Singapore and which are valid, subsisting and in the opinion of UOB in good standing and satisfactorily conducted;
  - (c) submit an entry (the "Entry") on the UOB Facebook Page by completing the statement on what he/she will say if he/she gets a chance to be up close and personal with Kim Hyun Joong on the UOB Facebook page in accordance with Paragraphs 3 and 4 below and complete and submit the registration form with, amongst others, the Participant's full name, NRIC/Passport No., address, contract number, the email address on the relevant statement fields.
- 2A. 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 Participant to take part in the Contest and shall not be obliged to give any reason therefore. Without limiting the generality of this provision, Participants:
  - (a) who are a staff/employee or a director of United Overseas Bank Ltd and/or Far Eastern Bank Ltd ("FEB") during the Contest Period *and their respective immediately family members*;
  - (b) who are employees and staff of UOB's partners, the auditors, advertising agencies, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promoting and/or conducting the Contest or who have an interest in the Contest *and their respective immediately family members*;
  - (c) whose UOB Credit Card or UOB Debit Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 23 April 2012 and 4 May 2012 (both dates inclusive);
  - (d) who are or become mentally incapacitated, deceased, insolvent or who face legal incapacity;

- (e) who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them;
- (f) 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; or
- (g) who UOB may decide to exclude at its absolute discretion without notice and without furnishing any reason at any time before 23 April 2012,

shall be disqualified 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 Contest.

3. (a) Only Entries submitted by the Participant online via UOB Facebook Page during the Contest Period are qualified for the Contest. All Entries submitted must:-
  - (i) be the original work of the Participants and must not have been published somewhere or have won a prize in any other contest or competition and must not contain any materials which does not belong to the Participants;
  - (ii) not contain any material which would violate or infringe the rights of another party, including, but not limited to, any intellectual property rights, or that would constitute an infringement of any copyright. All Participants must have obtained prior permission from all individuals that appear in the Entries (if any) to use their names or likeness in the Entries and to grant the rights set forth herein. If so requested, the Participants must be able to provide such permissions in such format as determined by UOB at its absolute discretion. The Participants shall indemnify in full and shall hold UOB Group and/or its employees, agents, representatives, harmless against any and all costs, losses, damages, expenses, claims, demands and liabilities which UOB Group and/or its employees, agents, representatives may suffer or incur in connection with or arising from a breach of this clause;
  - (iii) not contain any material which UOB, in its sole and absolute discretion, deems inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous and must not contain material that UOB, in its sole and absolute discretion, deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination (whether based on race, gender, religion, nationality, disability, sexual orientation or age);
  - (iv) must not contain any material that breaches any applicable laws or regulations including the laws or regulations in the jurisdiction in which the Entries were submitted;

(v) must not contain your private/personal information or that of any third party (for example, name, address, phone number, email address or any other contact details), UOB shall not responsible for any loss or damages suffered as a result of or in connection with such posting; and

(vi) must be in English and must be limited to the number of characters allowed for each Entry.

(b) For the avoidance of doubt, UOB shall not be responsible or liable:-

(i) to ensure that all Entries are posted promptly on the UOB Facebook page before the expiry of the Contest Period;

(ii) for any Entry that fails to reach UOB for any reason whatsoever or for any delay in the transmission of the Entry to UOB for any reason whatsoever before the expiry of the Contest Period;

(iii) for any failed, incomplete, distorted, undeliverable, late, damaged, illegible or lost Entries; or

(iv) for any breakdown or malfunction in any computer system or equipment or network connection or internet connection;

(v) for any failure or delay or technical or error in the transmission of Entries,

which may result in the Participant being omitted from taking part in the Contest or for any claim or cause of action arising out of or in connection with the Contest. No appeal, correspondence or claims or payment of compensation will be entertained.

(c) All Entries once submitted belongs to UOB Group and will not be returned to the Participants.

4. Each Participant can submit only one (1) Entry. UOB shall have the right to disqualify any Participant from the Contest if he/she is found to have submitted inaccurate or incomplete Entries and/or inaccurate personal particulars or if UOB subsequently finds out that any Participant had submitted more than one (1) Entry using a different name or email address or contact details or any other methods to increase his/her chances of winning or if the Participant is found to have tampered with the Entry process or the operation of the Contest or in breach of these Terms and Conditions or if Entry is deemed to be unfit for the participation in the Contest for any reasons whatsoever. UOB's decision on such matters shall be final, conclusive and binding and UOB shall not be liable for payment or compensation to any party resulting from such a decision. No appeal, correspondence or claims or payment of compensation will be entertained.

5. (a) A pair of concert tickets to Kim Hyun Joong Concert which shall be held in Singapore on 4 May 2012 valued at \$198 each ticket (the "Prize") will be given away to:-

A single Participant (the “**Winner**”) who submits the best Entry (the “Best Entry”) in accordance with these Terms and Conditions within the Contest Period. The Best Entry will be reviewed, chosen and decided by UOB at the absolute discretion of the UOB on 30 April, 2012 or by such other date as UOB may determine at its absolute discretion.

- (b) All Entries are subject to the review and approval by UOB at its absolute discretion. UOB’s decision on and method of deciding which Entry is the Best Entry shall be at its absolute discretion and shall be final, conclusive and binding and UOB shall not be liable for payment or compensation to any party resulting from UOB’s choice of the best Entry or for any Participant not being eligible to receive the Prize offered under the Contest. No appeal, correspondence or claims or payment of compensation will be entertained.
  - (c) Notwithstanding anything to the contrary, UOB reserves the right to select other best Entries to substitute any Winner who is subsequently found to be ineligible or disqualified or where the Winner is unable to furnish any documentation proof that he/she is indeed the same person as the individual who submitted the Best Entry (for example, by showing all documentary evidence of proof of name and identification no. (this list is not exhaustive)). UOB’s determination of the Winner shall be final, conclusive and binding. No appeal, correspondence or claims or payment of compensation will be entertained.
- 6.
  - (a) The Winner will be contacted via telephone to verify eligibility for the Contest based on the last known contact information with UOB Card Centre’s records no later than 30 April, 2012 or by such other date as UOB may determine at its absolute discretion. The Winner is required to claim his/her Prize in person on or before 4 May, 2012 at the venue determined by UOB and notified to the Winner over the telephone and/or via email and on such other terms and conditions as may be imposed by the merchant, agent, supplier or service provider of the Prize and on the Redemption Letter. The Winner needs to present proof of identification together with such other additional documents that UOB requires in order to claim the Prize.
  - (b) If the Prize remains unclaimed by the due date stated under Paragraph 6(a) above, the said Prize will be forfeited (without any liability on the part of UOB to the Winner whose Prize was forfeited). No payment or compensation whether in cash, credit or kind shall be made for the forfeited Prize notwithstanding non-receipt of notification.
- 7. Participation in the Contest is subject to these Terms and Conditions and the Participants are deemed to have accepted these Terms and Conditions when they participate in the Contest. The Participants and the Winner shall indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB in connection with any breach of these Terms and Conditions.
- 8. The Prize is not transferable or exchangeable for cash, credits or otherwise in full or in part or refundable. The Prize is also 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 Contest and/or redemption or use of the Prize. 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 Contest or the acts or defaults of the merchant, agent, supplier or service provider of the Prize or defects or deficiency in the Prize or goods or services offered in the Contest. UOB is not an agent of the merchants, agents, suppliers or service providers. Any disputes about quality or service standard with the Prize must be resolved directly with the merchants, agents, suppliers or service providers. The merchant, agent, supplier or service provider may impose conditions for the redemption of the Prizes or the goods or services. UOB assumes no liability or responsibility and shall not be responsible or liable 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 Contest and/or redemption or use of the Prize and any consequences including, but not limited to, loss of life, injury to person and/or loss or damage to property arising from or in connection with the Contest, and/or use of the Prize howsoever arising. UOB shall not be liable to the Participant or any other persons for any loss or damage arising in connection with the Contest, including without limitation, any breakdown or malfunctions in any computer system or equipment.

9. UOB may, at any time and from time to time in its sole and absolute discretion and without prior notice or assigning any reason thereof or assuming any liability or payment of compensation to any person, substitute, replace or change the Prize stipulated herein, with another prize of similar value (whether in cash or otherwise). UOB's determination of the substituted prize shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained.
10. The decisions of UOB on all matters relating to or in connection with the Contest, including, but not limited to, to disqualify any Participant, to determine who is the Winner, whether to terminate the Contest are at its absolute discretion and shall be final, conclusive and binding on all parties. UOB shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Contest and no appeal, correspondence or claims will be entertained. UOB has the absolute right and unfettered discretion to determine whether the Participants or the Winner has met all the requirements of the Contest and/or to receive the Prize. If UOB subsequently discovers that the Participant or the Winner is in fact not eligible to participate in the Contest or to receive the Prize, UOB may at its sole discretion disqualify the Participant or forfeit the Winner's Prize or reclaim it (if already awarded) and award or dispose of it 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 Winner whose Prize was forfeited or reclaimed or to such Participant. In the event of any dispute as to any Entry, the natural person whose full name is provided to UOB during the registration of the Entry will be deemed to be the Participant. The Participants and the Winner may be required to show proof of being such natural person.
11. By participating in the Contest, the Participants and the Winner expressly and irrevocably:-

- (a) permits, consents and authorises UOB to disclose, reveal and divulge and agrees to the disclosure of their names, NRIC or passport numbers, pictures and such other information that may indicate his/her account with UOB to any party for the purpose of organizing, promoting, advertising, publicizing, sponsoring and/or conducting the Contest (including disclosing such information on Facebook) and consent to receiving promotional, marketing and other publicity information from UOB from time to time;
- (b) agrees that the information which they are providing will be provided to UOB and not to Facebook; and
- (c) acknowledge and agree that submitting Entries constitutes such Participants' and Winner's consent to give UOB a worldwide royalty-free, irrevocable, transferrable, assignable, perpetual, non-exclusive license to use, reproduce, publish, create derivative works from and display such Entries in whole or in part, and to incorporate it into other works, in any form, including for promotional or marketing purposes. The Participants shall, if requested by UOB, sign documentation that may be required for UOB or its nominees to make use of and to assign to UOB to assign to UOB or its nominees the non-exclusive rights that the participants are granting to use the Entries, whether in whole or in part.

12. As a participant of the Contest, the Winner hereby irrevocably and unconditionally:-

- (a) consents and authorises UOB to publicly disclose and publish his/her name and any other of his/her particulars, including photographs and testimonies of the Winner, for any purposes whatsoever, including, but not limited to, for advertising, promotional, publicity or commercial purposes or for the purposes of publicizing the Winner and the Prize on Facebook, and by participating in the Contest, the Winner agree to co-operate with, attend any prize presentation, if required by UOB, and
- (b) agrees to co-operate and participate in any advertising, promotional and publicity and/or commercial activities organized by UOB in relation to the Contest,
- (c) consents and authorizes UOB to use and disclose any data provided by the Winner 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 Winner hereby irrevocably and unconditionally agree to and shall, if required by UOB at their absolute discretion, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Contest at his/her own costs.

13. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to terminate the Contest or 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 selection of the Winner, whether to terminate the Contest and the timing of any act to be done, and all Participants shall be bound by these amendments.

14. 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, promotional, publicity and other materials relating to or in connection with the contest, 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.
15. 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.
16. These Terms and Conditions and the Contest shall be governed by the laws of Singapore, and all the Participants who participate in the Contest shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
17. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.