

Terms and Conditions UOB 2012 Win Air tickets to Bangkok Contest ("Contest") and the Lucky Draw

The following terms and conditions shall apply to the UOB 2012 Win Air tickets to Bangkok Contest ("Contest") and the Lucky Draw (as defined under Clause D1 below):

A. Contest

A1. The UOB 2012 Win Air tickets to Bangkok Contest ("Contest") is open to all the Customers (as defined under Clause C below) who answers all the two (2) insurance-related questions posted on saveandprotect.com.sg ("Entry") and submits the Entry together with his/her full personal particulars as required and stated at saveandprotect.com.sg during the relevant Contest Qualifying Periods (as defined under Clause B1 below).

B. Qualifying Period

- B1. Each Qualifying Period for the Contest is as follows:
 - i. "Qualifying Period 1" for the Contest means the period commencing from 20 February 2012 to 26 February 2012, both dates inclusive.
 - ii. "Qualifying Period 2" for the Contest means the period commencing from 27 February 2012 to 4 March 2012, both dates inclusive.
 - iii. "Qualifying Period 3" for the Contest means the period commencing from 5 March 2012 to 11 March 2012, both dates inclusive.
 - iv. "Qualifying Period 4" for the Contest means the period commencing from 12 March 2012 to 18 March 2012, both dates inclusive.
 - v. "Qualifying Period 5" for the Contest means the period commencing from 19 March 2012 to 25 March 2012, both dates inclusive.

 (together the "Contest Qualifying Periods" and each a "Qualifying Period")
- B2. UOB reserves the right to change the Qualifying Periods of the Contest at any time and from time to time without giving any reason or prior notice or assuming any liability to any person.

C. Eligibility

- C1. The Contest is open to all individual persons ("**Customers**") who answers all the two (2) insurance-related questions contained in the Entry which is posted on saveandprotect.com.sg and submits such completed Entry together with his/her full personal particulars as required and stated at <u>saveandprotect.com.sg</u> during the relevant Contest Qualifying Periods with the exception of the following individual persons:
 - i. Directors and employees of United Overseas Bank Limited ("UOB") and Far Eastern Bank Limited involved in the Lucky Draw (as defined under Clause D below) and their respective immediate family members:

- ii. Employees and staff of UOB and FEB's partners, the external public accountants, the advertising agencies, promotion agencies and any other persons involved (directly or indirectly) in organizing, advertising, promoting and/or conducting the Contest or the Lucky Draw and their immediate family members:
- iii. Individual persons who are below twenty one (21) years old as at 20 February, 2012;
- iv Individual persons who are or become mentally incapacitated, insane, deceased, insolvent or have legal proceedings of any nature instituted against them; and
- v. Any other person deemed ineligible at the sole discretion of UOB without notice and without furnishing any notice.
- C2. By taking part in the Contest and submitting their Entry in accordance with Clause A1 above, each Customer is hereby irrevocably and unconditionally agreeing and permitting a UOB Personal Banker to contact him/her for a financial review after he/she enters the Contest.
- C3. Each Customer is only allowed one (1) Entry during the entire Contest Qualifying Period. Multiple Entries or incomplete Entries (i.e. Entries where the personal details of the Customer is not included or where the Customer does not answer all the two (2) insurance-related questions contained in the Entry posted on saveandprotect.com) (collectively "Disqualified Entries") will be disqualified from the Contest.
- C4. Subject to Clause C1 and Clause C3 above, the Contest is open to all Customers and subject to all these terms and conditions stated herein.
- C5. Notwithstanding anything herein, UOB has the absolute discretion to determine the eligibility of the Customer and/or the account (s) in the Contest or the Lucky Draw (as defined under Clause D1 below). Such determination shall be final and conclusive and UOB shall not be obliged to give any reason thereof.

D. Allocation of Lucky Draw Chances

- D1. Subject to Clause D2 below, each Customer ("Qualified Customer") who completes and submits an Entry in accordance with Clause C above with all the two (2) insurance-related questions posted on saveandprotect.com.sg answered correctly during the relevant Contest Qualifying Periods ("Eligible Entry") will stand a chance to take part in the lucky draw ("Lucky Draw") held in relation to the Contest on the relevant Lucky Draw Dates stated under Clause E1 below.
- D2. Customers who submit any Disqualified Entries or entries with any incorrect answers will not be included in the Lucky Draw and will not stand a chance to take part in the Lucky Draw.
- D3. UOB maintains the right, at its sole and absolute discretion, to effect any adjustments, forfeitures or disqualification of the chances allocated for the Lucky Draw.
- D4. Final chances allocated by UOB in its records shall be final, conclusive and binding and no correspondence or claims will be entertained.

E. Conduct of Draw

- E1. Unless UOB notifies otherwise, the Lucky Draws will be conducted on the following dates (each a "Lucky Draw Date") for the relevant Qualifying Period:
 - i. for Qualifying Period 1 on 29 February 2012
 - ii. for Qualifying Period 2 on 7 March 2012
 - iii. for Qualifying Period 3 on 14 March 2012
 - iv. for Qualifying Period 4 on 21 March 2012
 - v. for Qualifying Period 5 on 28 March 2012

or such other dates as UOB may in its sole discretion determine at any time and from time to time without giving any reason or prior notice or assuming any liability to any person, where only one (1) Qualified Customer ("Winning Customer") with an Eligible Entry for the relevant Qualifying Period will be drawn at random for the responding Lucky Draw Date.

- E2. The Lucky Draw will be conducted at 80 Raffles Place #38-00 UOB Plaza 1 Singapore 048624 or at such other venue as may be determined by UOB at its absolute discretion in the presence of an external public accountant. UOB will appoint any external public accountant as UOB deems fit as an external public accountant to witness and audit the Lucky Draw.
- E3. Only one (1) Eligible Entry ("Winning Entry") per Qualifying Period will be selected/drawn at random by UOB on the Lucky Draw Date during the Lucky Draw by such methods and manner (which may be manual or computerized) deemed fit and/or appropriate by UOB at its absolute discretion. Each Lucky Draw conducted on each Lucky Draw Date will be done in the presence of and be witnessed and audited by any one of the UOB staff together with an external public accountant.
- E4. The results of the Lucky Draw will be published on uob.com.sg within 7 calendar days of the respective Lucky Draw Dates or by such other date as UOB may determine at their absolute discretion. Winners of the Lucky Draw shall be notified by post no later than 7 calendar days after the respective Lucky Draw Dates or by such other date as UOB may determine at its absolute discretion via a Notification letter ("Notification Letter") to the address provided by the Winning Customer on saveandprotect.com.sg at the time of submission of the Entry.
- E5. Each Winning Customer is required to claim his/her Prize in person at the venue determined by UOB and notified to the Wining Customer in the Notification Letter and on such terms and conditions as may be imposed by the merchant or supplier of the Prize and on the Notification Letter. Details of the method to claim the Prize will also be set out in the Notification Letter. UOB does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in the Winning Customer's receipt of the Notification Letter or any Notification Letter which has expired or gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected in the post. Any Notification 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 uncollected Prize or any Notification Letter which is expired, lost, tampered with, misplaced, defaced, stolen, misdirected or damaged.
- Notwithstanding anything to the contrary, UOB reserves the right to select/draw reserve Eligible Entry ("Next E6. Winning Entry") for each Qualifying Period to substitute any Winning Entry of the Lucky Draw for that particular Qualifying Period which is subsequently found to be ineligible or disqualified or where the Winning Customer is unable to furnish any documentation proof that he/she is indeed the same person as the individual who submitted the Winning Entry and/or who is named in the Notification Letter. UOB's determination of the Winning Entry shall be final, conclusive and binding. No correspondence or claims will be entertained. If the Winning Customer ("Disqualified Winning Customer") of any Qualifying Period is found to be ineligible or disqualified or is unable to present any form of documentation proof as may be required by either UOB or UOB Travel Planners Pte Ltd ("UOB Travel") to prove that he/she is indeed the same person as the individual who submitted the Winning Entry and/or who is named in the Notification Letter (for example by showing all documentary evidence of proof of name and identification no.), UOB and UOB Travel has the right to withdraw, at their absolute discretion, the Prize and present the same to the Qualified Customer of the Next Winning Entry for that particular Qualifying Period and such Qualified Customer shall then be the Winning Customer for that particular Qualifying Period. Neither UOB nor UOB Travel shall be liable to the Disqualified Winning Customer in any manner whatsoever, whether for payment or compensation or otherwise, if the Prize is withdrawn and presented to the Qualified Customer of the Next Winning Entry.

F. Prizes for Lucky Draw

- F1. There is one (1) pair of Singapore Airlines ("SQ") air tickets ("Air Tickets") to Bangkok worth S\$1,200 each (a maximum of S\$600 per air ticket) ("**Prize**") to be given away to each Winning Customer of the Wining Entry in the Lucky Draw for every Qualifying Period. The Air Tickets must be redeemed/claimed from UOB Travel on or before two (2) months after the date of the Notification Letter using the original Notification Letter. Any Notification Letter that is expired, lost, misplaced, tampered with, defaced, stolen, misdirected or damaged will not be accepted. Travel on the Air Tickets (outbound departure from Singapore to Bangkok) must be completed on or before 4 May 2013 and no extensions will be permitted and all bookings must be made within two (2) months after the date of the Notification Letter and at least one (1) month in advance of the travel dates. All travel arrangements are subject to availability and confirmation. Travel period is within 1 year. No change to ticket dates upon confirmation. Any change/cancellation surcharges will be borne by the Winning Customer. Prize excludes any airfare peak surcharges and travel insurance and any additional surcharges will be borne by the Winning Customer. Full terms and conditions for the redemption of the Prize from UOB Travel and full ticket conditions of the Prizes will be set out in the Notification Letter.
- F2. There will be a total of five (5) Winning Entries for the Lucky Draw, one Winning Entry for each Qualifying Period.
- F3. The Prizes must be claimed in Singapore on or before two (2) months after the date of the Notification Letter. If any of the Prizes remains unclaimed for two (2) months after the date of the Notification Letter, the Prize shall be forfeited (without any liability on the part of UOB to any of the Winning Customers) and the said Prizes will be donated to such charitable organisation as shall be decided at the sole and absolute discretion of UOB. The Winning Customer whose Prize has been forfeited in accordance with Clause F3 shall not be entitled to any payment or compensation whatsoever from UOB notwithstanding any non-receipt of notification.

G. General

- G1. As a participant in the Contest and the Lucky Draw, each Winning Customer hereby irrevocably and unconditionally authorizes UOB to and consents and agrees to UOB:-
 - (a) publicly disclosing and publishing his/her name, identification/passport number and any other particulars determined by UOB at its absolute discretion (including without limitation his/her photograph(s)) to any person and in any mode and manner as UOB may deem appropriate and for any purpose including, but not limited to, for advertising, promotional, publicity or commercial purposes; and
 - (b) using any data provided by such Winning Customer 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.

- G2. (a) Each Winning Customer hereby also irrevocably and unconditionally agrees to co-operate with and participate in the advertising, promotional, publicity and/or commercial activities organized by UOB in relation to the Lucky Draw without compensation whatsoever without any payment or compensation thereof and in such mode and manner as shall be decided by UOB at its absolute discretion. The Winning Customers are hereby irrevocably and unconditionally agree to and shall, if required by UOB at its absolute discretion, 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.
 - (b) All participants of the Contest and the Lucky Draw expressly and irrevocably permit and authorize UOB to disclose, reveal and divulge any information regarding their particulars (including, but not limited to, their

name, identification/passport number and photographs) to the parties involved in organizing, advertising, publicity, promoting or conducting the Contest and the Lucky Draw.

- G3. UOB shall not be responsible or liable for:-
 - (a) any failure or delay in the submission or non-submission of the Entries on saveandprotect.com.sg for any reasons whatsoever which may result in any Customer or the Qualified Customer being omitted from the allocation of chances by UOB during any of the Qualifying Periods;
 - (b) any breakdown or malfunction in any computer system or equipment;
 - (c) any error in computing any draw chances;
 - (d) any notice or Notification Letter which gets lost or misplaced or defaced or tampered with or stolen or damaged or misdirected in the post;
 - (e) any defects or deficiency in the Prizes; or
 - (f) for any injury, loss, damages and/or costs of any kind arising from or in connection with the Contest or the Lucky Draw including, but not limited to:-
 - (i) any act or omission relating to the Qualified Customer's and/or the Winning Customer's participation in Lucky Draw howsoever arising; or
 - (ii) arising from the usage of the Prizes;
 - (iii) any of the scenarios described under Paragraph G3(a) to (e) above.
- G4. The Customers, the Qualified Customers and, where applicable, the Winning Customers 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 by UOB in connection therewith.
- G5. Neither the Prizes nor the Notification Letter are transferable nor exchangeable for cash, credits, other gifts or otherwise in full or in part or refundable. Any unused portion of the Prize cannot be retained or refunded in cash. All Prizes and Notification Letters are subject to the terms and conditions accompanying them (if any).
- G6. UOB reserves the right, at its discretion, at any time and from time to time, without prior notice or assigning any reason thereof or assuming any liability to any person, replace or substitute or change the Prizes in the Lucky Draw with any other prize of equal or similar value selected by UOB at its absolute discretion. UOB's determination of the substituted prize shall be final, conclusive and binding. No correspondence or claims will be entertained.
- G7. If UOB subsequently discovers that an Eligible Entry is in fact not eligible or any Qualified Customer or Winning Customer is in fact not eligible to participate in the Lucky Draw or to receive the Prize, UOB may at its sole discretion forfeit the Winning Customer's Prize or reclaim it / them (if already awarded) and award or dispose of it/them in such a manner and to such person/persons as UOB deems fit at its absolute discretion without payment or compensation whatsoever to such Winning Customer whose Prize was forfeited or reclaimed or without giving any reason to such Winning Customer.
- G8. UOB shall not be liable to any Customer, the Qualified Customer, the Winning Customer or any other persons for any loss or damage arising in connection with the Contest or the Lucky Draw, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, UOB assumes no responsibility for lost, late, misdirected, incomplete, ineligible and/or postage-due mail.

- G9. The decision of UOB on all matters relating to or in connection with the Contest or the Lucky Draw are at its absolute discretion and shall be final, conclusive and binding on all individuals (including, but not limited to, the Customers, the Qualified Customers, the Winning Customers and any other persons), including, without limitation, any decision to change the Lucky Draw Dates, to extend any of the Qualifying Period, cancel or suspend the Contest or the Lucky Draw or to replace the Prizes. UOB shall not be required to give any reasons on any matter relating to the Contest or the Lucky Draw and no correspondence(s) and claim(s) will be entertained. UOB has the absolute right and unfettered discretion to determine whether the Customers or the Winning Customer has met all the requirements of the Contest and/or the Lucky Draw and/or to receive the Prizes.
- G10. Participation in the Contest and the Lucky Draw is subject to these terms and conditions stated herein. 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, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Contest and/or the Lucky Draw, 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.
- G11. UOB may at any time at its absolute discretion, at any time and from time to time and without prior notice or assigning any reason therefore or assuming any liability to any party, delete, vary, supplement, amend or modify any one or more of these terms and conditions including, but not limited to, the duration of any of the Qualifying Period.
- G12. These terms and conditions shall be governed by the laws of Singapore and all participants in the Contest and the Lucky Draw shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- G13. 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 Prizes or goods or services offered in this Lucky Draw or the acts or defaults of the manufacturer, merchant and/or suppliers of the Prizes or defects or deficiency in the Prizes or goods or services offered in this Lucky Draw. UOB is not an agent of the merchant, supplier or service provider. Any dispute must be resolved directly with the merchant, supplier or service provider. The merchant, 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 will not be liable or responsible for any injury, loss 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 Prizes or in connection with the Lucky Draw or the Contest and/or redemption or use of the Prizes including, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection with the Lucky Draw or the Gontest and/or use of the Prizes or the goods or services offered in the Lucy Draw or arising from or in connection with the Contest or the Lucky Draw howsoever arising.
- G14. 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 terms of such agreement.
- G15. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.