



## **GSS DAILY DRAW PROMOTION**

### **TERMS AND CONDITIONS**

#### **1 Eligibility**

1.1 The United Overseas Bank Limited ("UOB") **GSS DAILY DRAW** ("the Promotion") is open to all principal and supplementary holders of UOB Credit and Debit Cards subject to the terms and conditions herein.

#### **1.2 Eligibility:**

1.1(a) "Eligible Cards" shall mean Visa, MasterCard, American Express, China Unionpay (CUP) and Japan Credit Bureau (JCB) credit cards accounts with UOB and all UOB Debit Cards. For the avoidance of doubt, UOB Purchasing Cards, Business Cards, Multicurrency Corporate Cards and Private Label card types are not eligible for this Promotion.

1.1(b) "Eligible Cardmembers" or each "Eligible Cardmember" shall mean principal and supplementary holders of Eligible Cards whose credit account accounts are valid, subsisting and in good standing as may be determined by UOB at its sole and absolute discretion.

1.2 For the avoidance of doubt, the termination of a supplementary cardmember's account will not by itself disqualify the principal cardmember from the Promotion.

1.3 The following are not eligible for the Promotion:

1.3.1 Directors, employees and their respective immediate families, of UOB;

1.3.2 Employees of UOB's partners including advertising and promotion agencies and any other persons involved in organizing, promoting and/or conducting the Promotion;

1.3.3 Principal Cardmembers whose accounts are terminated between 19 May 2011 and 30 June 2011 (both dates inclusive);

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

1.3.5 Persons below the age of 21 years as at 19 May 2011;

1.3.6 Any accounts that are deemed to be delinquent or unsatisfactorily conducted at UOB's sole and absolute discretion; and

1.3.7 Any other persons as UOB may decide to exclude at its sole and absolute discretion without notice and without furnishing any reason.

1.4 This Promotion is not applicable to UOB Travel Accounts, Purchasing, Business, Multicurrency Corporate and Private Label Cards.

## 2 Qualifying Period

- 2.1 The qualifying period for this Promotion commences on 19 May 2011 and ends on 30 June 2011 (both dates inclusive) ("Qualifying Period").

## 3. Allocation of Chances

- 3.1 One (1) chance will be awarded to every Eligible Cardmember for any retail transaction charged in a single transaction to the Eligible Cards in Singapore or overseas during the Qualifying Period. Eligible Cardmembers who have won in the draw will qualify to enter for subsequent draws if they charged to their cards during the qualifying period. The following retail transactions will not be recognized as a transaction for purposes of this Promotion; card annual fees, reversals, fund transfers, payment of utility/tax bills, finance charges, cash advance transactions and interest-free payment plans charged outside of the Qualifying Period. UOB reserves the right to at any time in its absolute discretion to amend or vary this list for any reason without prior notification, and all Eligible Cardmembers shall be bound by these amendments or variations.
- 3.2 Every 10,000th Eligible Cardmember daily stands to gain back 100% of their single retail transaction spent during the Qualifying Period in the form of SMART\$. There will be five winners chosen daily and the names of the winners will be announced on the website.
- 3.3 All retail transactions made during the Qualifying Period must be posted and captured by UOB's loyalty system in order to qualify for the Promotion.
- 3.4 UOB shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by MasterCard/Visa/AMEX/CUP/JCB Acquiring Merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other party(s) which may result in a charge incurred or cash advance made by the Eligible Cardmember(s) as being omitted from the allocation of chances by UOB during the Qualifying Period.
- 3.5 UOB's transaction records of all matters relating to this Promotion including but not limited to the total number of chances allotted to an Eligible Cardmember shall be final and conclusive and binding on the Eligible Cardmember. No correspondence or claims will be entertained.

## 4. Prizes

- 4.1 (a) There will be five (5) winners daily and a total of 215 winners for the entire Qualifying Period. The winners will gain back 100% of their single retail transaction spent in the form of SMART\$ (the "Prize") and the SMART\$ winnings will be capped at 500 SMART\$ per winner. SMART\$ are redeemable only at participating SMART\$ merchants in Singapore.
- (b) Winners whose retail transactions were made online will gain back 150% of their single retail transaction spent in the form of SMART\$ (the "Prize") and the SMART\$ winnings will be capped at 750 SMART\$ per winner.

The daily draw will be conducted one day after the posting date of the transaction(s). All winners will be notified in writing by post. The names of the winners will be announced on the website and the overall results will also be publicized on the press advertisement at the end of the Qualifying Period. SMART\$ rebates will be credited back to the corresponding Eligible Card or next applicable Eligible Card (if cardmember charged to a non-SMART\$ earning card) within 14 working days after posting date of transaction.

- 4.2 UOB reserves the right to select reserve winners to substitute any winner subsequently found to be disqualified. UOB's decisions on this shall be final, conclusive and binding. No correspondence or claims will be entertained.
- 4.3 The Prize is neither transferable nor exchangeable for cash or otherwise.
- 4.4 The Prize must be redeemed within six (6) months from the date the SMART\$ are credited into the winner's card ("Expiry Date"). UOB SMART\$ terms and conditions apply. Please refer to [http://www.uob.com.sg/assets/pdfs/personal/cards/smartclub\\_tnc.pdf](http://www.uob.com.sg/assets/pdfs/personal/cards/smartclub_tnc.pdf) for full set of UOB SMART\$ terms and conditions. Prizes which are not redeemed by the Expiry Date will be forfeited. Any winner whose Prize has been forfeited shall not be entitled to any payment or compensation whatsoever notwithstanding non-receipt of notification.
- 4.5 UOB may, at any time without prior notice to the winner, in its sole and absolute discretion, substitute the Prize with another prize of similar value.

## 5. Participation

- 5.1 It is a condition precedent for participation in the Promotion that the winner consents to the public disclosure of his/her name, identification/passport number and photographs for publicity or commercial purposes or otherwise participate in the publicity activities of UOB in relation to the Promotion 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.
- 5.2 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 this Promotion at his/her own costs.

## 6. General

- 6.1 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 persons on any matter concerning the Promotion.
- 6.2 UOB shall not be liable in any manner whatsoever for any loss to or expenses, of any Eligible Cardmember or any other person in connection with this Promotion, howsoever arising.
- 6.3 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.

- 6.4 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 Promotion, these Terms and Conditions shall prevail.
- 6.5 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.
- 6.6 These Terms and Conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers who participate in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the Singapore Courts.

United Overseas Bank Limited Co. Reg No. 193500026Z