

Terms and Conditions for Akashi and Akanoya Robatayaki Dining Promotion

Definitions

"UOB" or "the Bank" means United Overseas Bank Limited.

"Cardmembers" means principal and/or supplementary cardholders of a UOB Reserve Card ("Card") issued by UOB in Singapore.

"Promotion" refers to this Akashi and Akanoya Robatayaki Dining Promotion.

"Promotion Period" refers to 15 September 2017 to 14 December 2017 (both dates inclusive).

"Transaction" refers to dining purchases at Akashi or Akanoya Robatayaki charged to Cardmember's Card and successfully posted to the applicable Card account as reflected on the Cardmember's statement during the Promotion Period.

Promotion

- 1. The Promotion is open to all Cardmembers who meet the following conditions ("Qualified Cardmembers"):
 - (a) have a Card which is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion; and
 - (b) charge a minimum Transaction amount of S\$1,400 to the Card in a single receipt during the Promotion Period ("Qualified Transaction").
- 2. For every Qualified Transaction, a Qualified Cardmember will be entitled to receive a complimentary bottle of Dom Perignon 2006 Vintage (the "**Gift**").
- 3. For the avoidance of doubt, the benefit of all transactions incurred by a supplementary Cardmember in respect of this Promotion shall be taken into account.
- 4. Gift shall be redeemed for dine-in at Akashi or Akanoya Robatayaki, depending on which restaurant the Qualified Transaction was made.
- 5. Qualifiers are allowed to purchase Akashi and Akanoya Robatayaki dining vouchers available in denominations of S\$50 and S\$100 ("Dining Vouchers") to meet the Qualified Transaction amount. The Dining Vouchers must be used within 2 months of the date of purchase, and Akashi and/or Akanoya Robatayaki may impose other terms and conditions to the use of those Dining Vouchers.
- 6. This Promotion is not valid with other promotions, in-house offers, loyalty programs, discounts, privilege cards, discount cards or vouchers, unless otherwise stated.
- 7. UOB is not an agent of the merchants and/or suppliers providing the Gift, or the goods and services offered in the Promotion. Any dispute about the quality or service standard must be resolved directly with the respective merchants and/or suppliers.
- 8. UOB assumes no liability or responsibility for any defects, quality, merchantability, the fitness or any other aspect of Gift or the goods or services offered or the acts or defaults of the merchant and/or suppliers providing the Gift or the goods and services offered in this Promotion, or 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 or in connection with the Promotion or redemption or usage of the Gift or the goods and services offered in



this Promotion, including, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection thereto.

- 9. UOB may, at its discretion, vary any of the terms and conditions relating to the Promotion including, but not limited to, varying the Promotion Period or terminating the Promotion at any time and from time to time without giving any reason or prior notice or assuming any liability to any party. UOB's decision on all matters relating to or in connection with the Promotion are at its absolute discretion and shall be final, conclusive and binding on all parties. UOB shall not be obliged to give any reason on any matter concerning the Promotion, and/or Gifts and no correspondence or claims will be entertained
- 10. UOB reserves the right, at its absolute discretion, to replace and/or substitute and/or change any of Gifts with another item of an equivalent or close to the prevailing recommended retail price of any of the Gifts, where applicable, at any time and without giving any prior notice or reason or assuming any liability to any person. UOB's determination of the substituted gifts is at its absolute discretion. No correspondence or claims will be entertained.
- 11. If UOB determines that the Qualifier has breached any of the terms of the Promotion, UOB reserves the right to forfeit the Gift, or if already redeemed by the Qualifier, reclaim and charge the full retail value of the Gift from the Qualifier.
- 12. UOB shall not be responsible or liable for:-
 - (a) any failure or delay in the transmission of the any card transactions, sale transactions or receipt of evidence of sale transactions or any part thereof by Visa International/ MasterCard/ American Express/ CUP/ JCB, acquiring merchants for the foregoing, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge incurred or transaction made by the Cardmember being omitted (whether from being posted to the Cardmember's Card account, and/or captured in UOB's system or otherwise) during the Promotion Period;
 - (b) any late posting of anytransactions or for any failure in transactions being transacted by the Cards or being captured in UOB's system and thereby affecting the Customer's eligibility for the Promotion or the Gifts; or
 - (c) for any breakdown or malfunction in any computer system or equipment.
 - (d) .
- 13. UOB shall not be obliged to give any reason or enter into any correspondence with the Cardmember or any persons on any matter concerning the Promotion.
- 14. 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.
- 15. The prevailing terms and conditions under the UOB Cardmember Agreement ("**Standard Terms**") continue to apply and bind the Cardmembers. Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. 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.
- 16. Participation in the Promotion is subject to the Terms and Conditions.
- 17. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and the Cardmembers hereby agree to submit to the exclusive jurisdiction of the courts of Singapore.



18. A person who is not a party to these Terms and Conditions and/or any agreement governed by the Standard Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such agreement or any of these Terms and Conditions.

Date of publish: 1 October 2017