

UOB Reserve Card Supplementary Card S\$150 Acquisition Promotion Terms and Conditions ("Terms and Conditions")

1. Eligibility and Promotional Period

- 1.1. This UOB Supplementary Card \$150 Acquisition Promotion ("**Promotion**") is only valid from 16 October 2017 to 30 November 2017 (both dates inclusive) ("**Promotion Period**") and is only open to principal holders of a UOB Reserve Card ("**Principal Holder**").
- 1.2. The **first 300** Principal Holders who fulfill all of the following conditions during the Promotion Period ("**Eligible Principal Holder**") shall be entitled to a S\$150 China Club Dining Vouchers ("**Voucher**"):
 - (i) The Principal Holder has, during the Promotion Period, completed and submitted an application for a new supplementary UOB Reserve Card ("Application");
 - (ii) The Application is approved by UOB during the Promotion Period ("Supplementary Holder"); and
 - (iii) The Supplementary Holder charges at least S\$1,000 worth of Eligible Transactions to his/her UOB Reserve Card within 30 calendar days from the date the UOB Reserve Card is issued.

For the purpose of this Promotion, "Eligible Transaction" refers to retail transactions made, locally or overseas which successfully carried out on and charged to the Supplementary Holder's UOB Reserve Card and which are successfully captured/posted on UOB's systems BUT shall exclude the Excluded Transactions.

"Excluded Transactions" shall refers to (i) cash advances, late payment, personal loan, balance and/or funds transfer, SmartPay, payments at government agencies, utilities bill payments, fees, chargebacks, interests, reversals, interest charges and any finance charges imposed by UOB; (ii) transactions relating to top-ups of any pre-paid card and brokerage/securities; (iii) any gambling related transactions; (iv) any transaction that was subsequently cancelled, voided or reversed for any reason; and/or (v) such other categories of transactions which UOB may exclude from time to time without notice or giving reasons. UOB reserves the right, at any time at its discretion, to amend or vary this list without any reasons, prior notification and/or assuming any liability to any party and shall not be liable to pay any compensation or enter into any correspondence in connection with the same.

For the avoidance of doubt, the Eligible Transactions performed by a Principal Holder will not, for the purposes of this Promotion, form part of the Supplementary Holder's Eligible Transactions.

- 1.3 Any incomplete or inaccurate Applications will not be considered for the Promotion and consequently be disqualified.
- 1.3. Without limiting the generality of the above, the following Principal Holders shall not be eligible for the Promotion:-
 - (i) Principal Holders whose UOB Reserve Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period;



- (ii) Supplementary Holders whose UOB Reserve Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period
- (iii) Principal Holders whose UOB Reserve Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined by UOB as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its discretion;
- (iv) Principal Holders who are mentally unsound, facing legal incapacity or is incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
- (v) Anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.
- 1.4. Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine:-
 - (i) the eligibility and/or ineligibility of any Principal Holders for the Promotion and whether he/she is entitled to the Voucher;
 - (ii) the Promotion Period; and/or
 - (iii) whether an UOB Card and/or Principal Holders qualifies for this Promotion, and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons thereof and shall not be obliged to make any payment or compensation whatsoever to any Principal Holders rendered ineligible for participation in the Promotion.

2. <u>Voucher</u>

- 2.1. The Voucher is limited to the first 300 Eligible Principal Holders that have met the conditions in clause 1.2.
- 2.2. For this Promotion, each Eligible Principal Holder is only entitled to receive one (1) Voucher, regardless of how many supplementary holder Applications approved by UOB within the Promotion Period.
- 2.3. The Voucher will be mailed to the Eligible Principal Holder by 28 February 2018 to the last known address of the Eligible Principal Holder based on UOB's records.
- 2.4. The Voucher is neither transferrable nor exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB reserves the right to replace the Voucher with another item of similar value without giving any reason or prior notice or assuming any liability to any person.
- 2.5. UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Eligible Principal Holder's receipt of the Voucher which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has expired.
- 2.6. In the event that any Eligible Principal Holder is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Voucher, UOB reserves the right to forfeit/reclaim the



Voucher and award or dispose of it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited/reclaimed Voucher. Where the Voucher has been awarded to or utilized by the Eligible Principal Holder who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Eligible Principal Holder a reimbursement for the value of the Voucher.

- 2.7. UOB has the right, at any time and from time to time in its discretion and without giving prior notice, vary the value of the Voucher; or substitute or replace the Voucher with another item of similar value, without giving any reason or assuming any liability or payment of compensation to any person. UOB's determination of such variation, substitution or replacement shall be final, conclusive and binding.
- 2.8. Any Eligible Principal Holder whose Voucher has been forfeited, reclaimed, revoked or suspended shall not be entitled to any payment or compensation notwithstanding non-receipt of the Voucher.
- 2.9. UOB does not assume any liability or responsibility for and will not be liable or responsible for any defect, quality, merchantability, the fitness or any other aspect of the Voucher; or the goods / services offered in connection with this Promotion; or for the acts or defaults of the merchant. UOB is not an agent of the merchant. Any dispute about the quality or service standard must be resolved directly with the merchant. The merchant may impose conditions for redemption and/or use of the Voucher. UOB does not assume any liability or responsibility for and will not be liable or responsible for any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the Promotion, the redemption or usage of the Voucher or the goods / services offered in connection with this Promotion, including but not limited to, the loss of life, injury to person and/or loss or damage to property.

3. General

- 3.1 UOB shall not be responsible or liable:-
 - (a) for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider or such other third party which may be engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
 - (b) for any failure or delay in the transmission or receipt of evidence of bill / sale transactions by merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Supplementary Holder being omitted from being posted to the UOB Reserve Card account and/or captured in UOB's system during the Promotion Period;
 - (c) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
 - (d) for any breakdown or malfunction in any computer system or equipment; or
 - (e) for any costs, losses, damages, claims, expenses and/or injuries of any card holder or any other person howsoever incurred or suffered.



- 3. 2 Notwithstanding anything in these Terms and Conditions, UOB may, at any time and from time to time, vary, modify, add and/or delete any of these Terms and Conditions, including but not limited to, terminating or withdrawing the Promotion or amending the duration of the Promotion, or the Promotion Period, or the eligibility criteria, without giving any reason, prior notice and/or assuming any liability to any party and UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same and all card holders shall be bound by these variations, modifications, additions and/or deletions. UOB's determination of all matters in connection with the Promotion, Voucher shall be final, binding and conclusive.
- 3. 3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. UOB's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB to any person (including the card holder). UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to the Promotion, of its decision and no appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of the Promotion and/or to receive the Voucher.
- 3.4 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. In the event of any inconsistency or discrepancies between these Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 3.5 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html) ("Standard Terms") will continue to be binding on all Cardmembers. Please visit www.uob.com.sg for the Standard Terms. Cardmembers will be subjected accordingly to the prevailing Standard Terms. Participation in the Promotion is subject to these Terms and Conditions herein. 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 insofar as it relates to the Promotion.
- A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these Terms and Conditions.
- 3.7 These Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 3.8 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.