

Singtel-UOB iPhone X Launch Event 2017 Acquisition Promotion Terms and Conditions (“Terms and Conditions”)**1. Eligibility and Promotional Period**

1.1 This Singtel-UOB iPhone X Launch Event 2017 Acquisition Promotion (“**Promotion**”) is only valid during the period commencing from 3 November 2017 to 5 November 2017 (both dates inclusive) (“**Promotion Period**”) at Singtel Shop ComCentre (“**Promotion Venue**”).

1.2 The first three hundred (300) new cardmembers to comply with all of the following conditions (each a “**Cardmember**”) shall each be entitled to S\$80 Dairy Farm Group Voucher (“**Gift**”):-

- (a) apply to be the principal Cardmember of a Singtel-UOB Card (“**Eligible Card**”) during the Promotion Period at the Promotion Venue;
- (b) has his / her Eligible Card application approved by United Overseas Bank Limited (“**UOB**”) by 30 November 2017 (“**Approval Period**”); and
- (c) by 31 December 2017, designate at least one individual Singtel bill* (the “**Designated Bill**”) to be charged on a recurring basis to the Eligible Card. For the avoidance of doubt, a maximum of eight (8) Designated Bill(s) can be charged to the Eligible Card and only the first Designated Bill charged to the Card must be in the name of the principal Cardmember.

***individual Singtel bill** means any bill issued by Singapore Telecommunications Limited (“**Singtel**”) or any of its related corporations (“related corporations” having the meaning given to that term in Section 6 of the Companies Act (Cap 50) of Singapore) to customers who are individuals. For the avoidance of doubt, individual Singtel bills excludes bills issued to corporate customers.

1.3 With respect to the Eligible Card application referred to in paragraph 1.2 above:

- (a) UOB must have received the duly completed Eligible Card application during the Promotion Period;
- (b) only Eligible Card applications received by UOB will be considered for the Promotion; and
- (c) any incomplete or inaccurate Eligible Card applications will not be considered for the Promotion and consequently be disqualified.

1.4 Without limiting the generality of the above, the following Cardmembers shall not be eligible for the Promotion:-

- (a) Cardmembers whose Eligible Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period and for the avoidance of doubt, termination of a supplementary cardholder's Eligible Card account will not by itself disqualify the principal cardholder of the Eligible Card from participating in the Promotion;
- (b) Cardmembers whose Eligible 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;
- (c) Cardmembers 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
- (d) anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.

1.5 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine:-

- (a) the eligibility and/or ineligibility of any Cardmember for the Promotion and whether he/she is entitled to the Gift;
- (b) the Promotion Period; and/or
- (c) whether an Eligible Card and/or Cardmember 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 Cardmembers rendered ineligible for participation in the Promotion.

2. Dairy Farm Group Vouchers

- 2.1 The Gift will be mailed by 28 February 2018 to the last known address of each of the Cardmember based on UOB records.
- 2.2 Each Cardmember is limited to S\$80 worth of Dairy Farm Group Gift Vouchers.
- 2.3 Terms and conditions apply for the Gift, refer to the physical Dairy Farm Group Gift Voucher(s) for more details.
- 2.4 The Cardmember must utilize the Gift within the stipulated expiry date (stated in the physical Dairy Farm Group Gift Voucher(s)); otherwise, the Gift will be forfeited and deemed null and void.
- 2.5 In the event that:-
 - (a) any Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion or to receive the Gift;
 - (b) the Cardmember is subsequently found to not have incurred the Designated Bill; or
 - (c) any other situation that UOB deems fit at its discretion has occurred,then UOB is entitled at its sole and absolute discretion, and at any time without liability or prior notice or having to give any reason:-
 - (i) to amend, correct or adjust the value of the Gift;
 - (ii) to suspend, revoke or forfeit the Gift; and
 - (iii) to select substitute Cardmembers to substitute the initial Cardmember who was found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.6 No person shall be entitled to, and UOB shall not be liable for, any payment or compensation (whether in cash, credit or kind) whatsoever arising from the above and no person shall be entitled to such payment.
- 2.7 UOB has the right, at any time and from time to time in its discretion and without prior notice, vary the value of the Gift; or substitute or replace the Gift 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 Cardmember whose Gift has been forfeited, reclaimed, revoked or suspended or whose Gift has become null and void shall not be entitled to a replacement Gift or any payment or compensation notwithstanding non-receipt of the Gift. Any Gift that is forfeited expired or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged are strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for any unredeemed Gift which have expired or are lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged, or which has been forfeited.
- 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 Gift; or the goods / services offered in connection with this Promotion; or for the acts or defaults of Singtel and/or the merchant and/or

suppliers of the Gift or the goods / services offered in connection with this Promotion. UOB is not an agent of Singtel and/or the merchant and/or suppliers of the Gift or the goods / services offered in connection with this Promotion. Any dispute about the quality or service standard must be resolved directly with Singtel and/or the merchant and/or suppliers. Singtel and the merchant and/or suppliers of the Gift or the goods / services offered in connection with this Promotion may impose conditions for redemption and/or use of the Gift. 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 Gift 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 maybe 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 sale transactions by card association, merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Cardmember being omitted from being posted to the Cardmember's Eligible Card account and/or captured in UOB's system during the Promotion Period;
- (c) for any notice or communication, SMS which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected or which the Cardmember does not receive;
- (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 Cardmember or any other person howsoever incurred or suffered.

3.2 Notwithstanding anything in these Terms and Conditions, UOB may, at any time, vary, modify, add or delete any of these Terms and Conditions, including, but not limited to, terminating or withdrawing the Promotion on 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 Cardmembers shall be bound by these amendments or variations.

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 on all matters relating to this Promotion 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 Cardmember). 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 and/or the Gift and no appeal, correspondence or claims will be entertained.

3.4 By participating in the Promotion, each Cardmember is deemed to have consented to the collection, use and disclosure of his personal data by UOB, UOB's vendors, UOB's suppliers, third parties authorized by UOB, the organizers, sponsors, promoters and/or their respective contractors for verifying the eligibility of the Cardmember, contacting the Cardmember regarding the foregoing and Cardmember's SMS enrolment via voice calls or text messages or email, and all purposes and promotions incidental to the Promotion. This is in addition to any other consent which Cardmember may have provided to UOB in respect of the collection, use and/or disclosure of Cardmember's personal data and shall be without prejudice to and does not derogate from UOB's rights to collect, use and/or disclose his personal data under the law.

- 3.5 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:-
- (a) 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; and
 - (b) the English version of these Terms and Conditions and the Chinese version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.
- 3.6 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 to the extent of such inconsistency.
- 3.7 A person who is not a party to these Terms and Conditions and/or any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such agreement or any of these Terms and Conditions.
- 3.8 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.
- 3.9 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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