

**Singtel-UOB Samsung S8 Acquisition (reminder) Campaign Terms and Conditions (“Terms and Conditions”)****1. Eligibility and Promotional Period**

- 1.1 This Singtel-UOB Samsung S8 Acquisition (reminder) Promotion (“**Promotion**”) is only valid during the period from 7 September to 10 October 2017 (both dates inclusive) (“**Promotion Period**”).
- 1.2 The Promotion is open to selected Singtel-UOB Principal Cardmembers (“**Cardmembers**”) who fulfill the following condition ( “**Eligible Cardmember**”) shall each be entitled to S\$100 cash rebate (“**Cash Rebate**”):-
- (a) by 10 October 2017, designate at least one individual Singtel bill\* (the “**Designated Bill**”) to be charged on a recurring basis to the Cardmember’s Eligible Card. For the avoidance of doubt, the Designated Bill must be charged to the principal cardholder of the Eligible Card.
- \***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 exclude bills issued to corporate customers.
- 1.3 Without limiting the generality of the above, the following Cardmembers shall not be eligible for the Promotion:-
- (a) Cardmembers whose Singtel-UOB Card account is terminated six (6) months prior to the Promotion Period;
- (b) Cardmembers whose Eligible Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime 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 or have become mentally incapacitated, 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.
- 1.4 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 Cash Rebate;
- (b) when to terminate the Promotion; and/or
- (c) whether an Eligible Card 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. Cash Rebate**

- 2.1 Each Eligible Cardmember is only entitled to one (1) Cash Rebate regardless of the number of Eligible Card that he/she has. Cash Rebate awarded under this Promotion is on a “first-come-first-served” basis.
- 2.2 The Cash Rebate will be credited to the Eligible Cardmember’s account by 30 November 2017.
- 2.3 The Cash Rebate 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 Cash Rebate with another item of similar value without giving any reason or prior notice or assuming any liability to any person.
- 2.4 Notwithstanding anything to the contrary, UOB reserves the right to select substitute Eligible Cardmembers to substitute an initial Eligible Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.5 UOB is not responsible for any failure or delay in the transmission of transactions by any party including but not limited to acquiring merchants, merchant establishments, or any telecommunication provider. If a Designated Bill is cancelled or reversed after the relevant Promotion Period is over, the Eligible Cardmember will not be considered to have fulfilled the conditions to be eligible for the Cash Rebate.
- 2.6 In the event that any Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Cash Rebate, UOB reserves the right to forfeit/reclaim the Cash Rebate 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 Cash Rebate. Where the Cash Rebate has been awarded to or utilized by the Cardmember who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Cardmember a reimbursement for the value of the Cash Rebate.
- 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 Cash Rebate; or substitute or replace the Cash Rebate 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 Cardmember whose Cash Rebate has been forfeited, reclaimed, revoked or suspended shall not be entitled to any payment or compensation notwithstanding non-receipt of the Cash Rebate.
- 2.9 UOB does not assume any liability or responsibility and will not be liable or responsible for any defect, quality, merchantability, the fitness of or any other aspect of the service offered in the Promotion or the acts or defaults of the merchant and/or supplier of the service offered in the Promotion. UOB is not an agent and/or the merchant and/or supplier of the service. Any dispute about the quality or service standard must be resolved directly with Singtel. Singtel may impose conditions for the redemption and use of the service offered in the Promotion. UOB does not assume any liability or responsibility 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 usage of the service offered in the Promotion, 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 Promotion howsoever arising.

## **4. General**

- 4.1 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 bycard 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.
- 4.2 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.
- 4.3 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 Cash Rebate and no appeal, correspondence or claims will be entertained.
- 4.4 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.
- 4.5 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:-
- (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.
- 4.6 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at [www.uob.com.sg/personal/cards/credit/tnc.html](http://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](http://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.

- 4.7 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.
- 4.8 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.
- 4.9 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

*Published on September 2017*

*United Overseas Bank Limited Co. Reg. No. 193500026Z*