

Terms & Conditions for UOB SmartPay (SP)– DELSEY Helium Air 2 luggage (76cm) Promotion (“SP DELSEY Promotion”)(“Terms & Conditions”)

1. This SP DELSEY Promotion is open to selected individuals who are principal holders of a personal banking credit card issued by United Overseas Bank Limited (“UOB”) in Singapore (“UOB Credit Card”) (as may be selected by UOB at its discretion) and who have (a) received a direct mailer addressed to him/her or a Short Message Service (“SMS”) from UOB informing him/her of this SP DELSEY Promotion and (b) registered for this SP DELSEY Promotion during the period commencing from **15 August 2017 to 31 October 2017**, both dates inclusive (“Promotion Period”) via SMS with his last known registered mobile number with UOB in the following format (“Eligible Cardmembers”) and subject always to the terms and conditions herein:-

SMS “SPDELSEY<space>NRIC<space>Name” to 77862.

2.
 - (a) UOB must have received the SMS from the Eligible Cardmember during the Promotion Period. A SMS will be sent to the Eligible Cardmember for each successful registration. For the avoidance of doubt, each Eligible Cardmember is entitled to register only once to participate in this SP DELSEY Promotion irrespective of the number of UOB Credit Cards that he/she may have.
 - (b) Only SMSes actually received by UOB will be considered for this SP DELSEY Promotion. Any incomplete or inaccurate SMS registration or SMS registration which is not performed in accordance with the terms of this SP DELSEY Promotion will not be considered and consequently be disqualified.
 - (c) The SMS vendor, independent telecommunication authorities or service provider or such other third party is a third party and is independent and beyond the control of UOB. UOB shall not be responsible or liable in any manner whatsoever for the delay in the transmission or receipt of any SMS or for any lost SMS.
 - (d) Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB for this SP DELSEY Promotion and UOB shall not be responsible for any undelivered, lost or delayed SMS sent to and/or sent by the Eligible Cardmembers. The Eligible Cardmembers shall pay and be solely responsible for all fees and charges imposed by such service providers for the sending and/or receipt of any SMS in connection with this SP DELSEY Promotion.
3.
 - (a) Under this SP DELSEY Promotion, subject to Clause 5 below, the first hundred (100) Eligible Cardmembers who successfully apply to convert his/her UOB Credit Card(s) bill or transactions of a minimum sum of S\$30,000.00 into 6 or 12 months interest free monthly instalments (“Application”) and successfully submit such Application to UOB during the Promotion Period shall each be eligible to receive one (1) **DELSEY** Helium Air 2 luggage (76cm) (the “Gift”).
 - (b) The Application may be made through:
 - (i) the Eligible Cardmember’s UOB Personal Internet Banking account;
 - (ii) Submitting an online Application form at www.uob.com.sg/smartpay; or
 - (iii) Sending an SMS to 77862 containing “SPDM<space>NRIC”.
 - (iv) Completing the application form enclosed in the direct mailer and mail or fax to UOB at 6353 3013
 - (c) There are 100 Gifts to be awarded and the Gift is available in grey and purple, subject to the availability of stocks and are to be redeemed on a “first come, first served” basis and “while stocks last”. UOB shall not be responsible at any time to notify or update any Cardmembers and/or Eligible Cardmembers on the stock or colour availability of the Gift. The first 100 Eligible Cardmembers whose Applications are approved will receive a Gift under this SP DELSEY Promotion and shall be referred to herein as “Winners”. Limited to one (1) Gift per Winner regardless of the number of UOB Credit Cards he has and Applications he has submitted.

4. Eligible Cardmember will receive a SMS by 31 January 2018 to notify the Eligible Cardmember that he/she is entitled to the Gift and to proceed to redeem the Gift. Each Eligible Customer will need to bring along the following items for redemption:-

- (i) the original NRIC or Passport of the Eligible Cardmember;
- (ii) the original UOB Credit Card(s) of the Eligible Cardmember; and
- (iii) the original SMS with the unique serial code received from UOB in connection with the redemption.

5. The Gift is to be redeemed from the following DELSEY retail store during the respective operating hours set out in the table below:

DELSEY Flagship Store 3 Temasek Boulevard #02-403/404 Suntec City Mall Singapore 038983	Opening hours: 10am to 9.30pm daily Contact: 62389739
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6. The Eligible Cardmember must redeem the Gift before 28 February 2018 or while stocks last. Any Gift that is not redeemed by 28 February 2018 will be forfeited and the Eligible Cardmember shall not be entitled to any compensation or payment or to any replacement gift.

7. (a) Further to Clause 3 above, for a Winner to qualify for the Gift:-

- (i) that Winner's UOB Credit Card account must be active, valid and in good standing or satisfactorily conducted as may be determined by UOB in its sole and absolute discretion and must not be voluntarily or involuntarily closed, terminated, cancelled or suspended for any reason whatsoever; and
- (ii) that Winner must not be mentally unsound, facing legal incapacity or incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against him/her.

Notwithstanding anything herein, UOB has the discretion at any time and from time to time and without having to give any notice or prior reason to determine the eligibility of any person for this SP DELSEY Promotion and/or to receive the Gift and UOB shall not be obliged to give any reason therefor.

- (b) If:-

- (i) the relevant Winner's UOB Credit Card account is closed, terminated, cancelled or suspended:-
 - (1) at any time during the Promotion Period; and/or
 - (2) on or before 31 January 2018,
- (ii) the Winner is subsequently discovered to be ineligible, not entitled or disqualified to participate in this SP DELSEY Promotion or to receive the Gift; or
- (iii) in any other situation that UOB deems fit at its discretion has occurred,

UOB is entitled at its discretion, and at any time without liability or prior notice or having to give any reason to:-

- (A) forfeit any Gift or
- (B) reclaim the Gift or
- (C) if the Gift has already been awarded and/or utilised, reclaim the value of the Gift through such methods as UOB may so decide at its discretion (including, but not limited to, deducting the value of such Gift from the account of that Winner that is maintained with UOB),

and such Winner shall not be entitled to any compensation or payment whatsoever.

- (c) Any Winner 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. Any Gift that has 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 has expired or any Gift which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged.
- 8. Notwithstanding anything to the contrary, UOB has the discretion at any time and from time to time to select substitute persons to substitute any initial Winner who is subsequently found to be ineligible or disqualified or not entitled to participate in this SP DELSEY Promotion.
- 9. UOB reserves the right, at its discretion, at any time, without prior notice or assigning any reason thereof or assuming any liability, to replace or substitute the Gift with any other item of equal or similar value as determined by UOB. UOB's determination of the replaced and/or substituted item shall be final, conclusive and binding.
- 10. The Gift is non-transferable, non-replaceable, non-assignable and not exchangeable for cash, credit, other goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Winner's receipt of the Gift which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has expired.
- 11. UOB assumes no liability or responsibility for the acts or default of the merchant, agent, supplier or service provider, or defects in goods or services offered or redeemed in this SP DELSEY Promotion. UOB is not an agent or principal of Delsey and vice versa. Any disputes about quality or service standard must be resolved directly with Delsey. Delsey may impose conditions for the use of the Gift, or the redemption of the goods and services with 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 redemption or usage of the Gift, or the goods and services offered in this SP DELSEY 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 with this SP DELSEY Promotion, the Gift and/or the goods and services offered in this SP DELSEY Promotion or arising from or in connection with this SP DELSEY Promotion howsoever arising.
- 12. 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 the Terms & Conditions, due directly or indirectly to the failure of any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
 - (b) for any notice or communication, direct mailer, SMS or email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected or which the Eligible Cardmember or UOB does not receive;
 - (c) for any breakdown or malfunction in any computer system or equipment;
 - (d) for any costs, losses, damages, claims, expenses and/or injuries of any Eligible Cardmember or any other person howsoever incurred or suffered;
- 13. Notwithstanding anything in the Terms & Conditions, UOB reserves the right to, at any time, in its sole and absolute discretion, amend, vary, add or delete any of the Terms & Conditions for any reason and without prior notification and without assuming any liability to any person, and UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same, and the Eligible Cardmembers shall be deemed to bound by these amendments, variations, additions or deletions to the Terms & Conditions.
- 14. UOB has the discretion to make decisions on all matters relating to or in connection with this SP DELSEY Promotion. UOB's decision on all matters relating to or in connection with this SP DELSEY Promotion (including, without limitation, cardmembers who are eligible to receive the direct mailers and the SMS referred to in Paragraph 1 above, cardmembers who are the Winners, the method in which the Winners are selected) shall be final, conclusive and binding on the Eligible Cardmember. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with the Eligible Cardmember or any persons on any matter concerning this SP DELSEY Promotion. No communication, appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of this SP DELSEY Promotion and/or to receive the Gift.

15. While all information provided herein is believed to be correct at the time of print, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
16. In the event of any inconsistency or discrepancies between the Terms & Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with this SP DELSEY Promotion, the Terms & Conditions shall prevail.
17. The prevailing terms and conditions of the prevailing UOB Cardmembers Agreement ("**Standard Terms**") (available at www.uob.com.sg/personal/cards/credit/tnc.html) and UOB SmartPay (available at www.uob.com.sg/personal/cards/payment/smart_pay.html) ("**SmartPay Terms**") will continue to apply and be binding on the Eligible Cardmembers. Participation in the SP DELSEY Promotion is subject to these Terms & Conditions. Eligible Cardmembers are deemed to have accepted the Terms & Conditions when they participate in this SP DELSEY Promotion. In the event of any inconsistency between the Terms & Conditions and the Standard Terms and SmartPay Terms, these Terms & Conditions shall prevail to the extent of such inconsistency in respect of matters relating to the SP DELSEY Promotion.
18. The Terms & Conditions shall be governed by the laws of the Republic of Singapore and the Eligible Cardmembers who participate in this SP DELSEY Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
19. A person who is not a party to these Terms & Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce or enjoy the benefit of any term of these Terms & Conditions.
20. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.