

CARDS & PAYMENTS Robinson Road P.O. Box 1111 Singapore 902211 Co. Reg. No. 193500026Z GST. Reg. No. MR-8500194-3

## Singtel-UOB Linkage Campaign Terms and Conditions ("Terms and Conditions")

## 1. Eligibility and Promotional Period

- 1.1. This "Singtel-UOB Linkage Campaign" ("Promotion") is only valid from 8 April 2017 to 31 May 2017 (both dates inclusive) ("Promotion Period") and is only open to a selected group of Singtel-UOB Cardmembers who are invited by United Overseas Bank Limited ("UOB") via an electronic direct mailer (eDM) or short messaging service (SMS) regarding this Promotion ("Recipients").
- 1.2. The first three hundred (300) Recipients to comply with all of the following conditions (each a "Cardmember") shall each be entitled to S\$10 cash rebate (the "Cash Rebate"):-
  - (a) designate at least at least one individual Singtel bill\* (a "Designated Bill") to be charged on a recurring basis to his/her Singtel-UOB credit card issued in Singapore ("Eligible Card") during Promotion Period. For the avoidance of doubt, the Designated Bill has to be in the name of the Principal Cardmember, and a maximum of eight (8) Designated Bill(s) can be charged to the Eligible Card account.

\*"individual Singtel bill" means any bill issued by 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. 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.
- 1.4. 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 (as defined under Paragraph 1.2);
  - (b) when to terminate the Promotion; 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. S\$10 Cash Rebate

- 2.1 The Cash Rebate will be credited to the Qualified Cardmember's account by 31 July 2017.
- 2.2 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



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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.

- 2.3 Notwithstanding anything to the contrary, UOB reserves the right to select substitute Qualified Cardmembers to substitute an initial Qualified Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.4 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 Qualified Cardmember will not be considered to have incurred the Designated Bill.

### 2.5 In the event that:-

- (a) any Qualified Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion or to receive the Cash Rebate:
- (b) the Qualified Cardmember is subsequently found not have incurred the Designated Bill; or
- (c) any other situation that UOB deems fit at its discretion has occurred,

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 Cash Rebate;
- (ii) to suspend, revoke or forfeit the Cash Rebate;

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.

- UOB has the right, at any time and from time to time in its discretion and without giving prior notice, giving any reason, or assuming any liability or offering payment of compensation to any person, to vary the Cash Rebate. UOB's determination of the varied Cash Rebate shall be final, conclusive and binding.
- 2.7 Any Qualified 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.
- 2.8 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.

## 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 Visa, merchant establishments, merchant acquirer, postal or telecommunication



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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, 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 Cardmember 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 Cardmembers shall be bound by these variations, modifications, additions and/or deletions.
- 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 no appeal, correspondence or claims will be entertained.
- 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) will continue to be binding on all Cardmembers. Please visit www.uob.com.sg for the UOB Cardmember Agreement. Cardmembers will be subjected accordingly to the prevailing UOB Cardmember Agreement. 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 UOB Cardmember Agreement, these Terms and Conditions shall prevail insofar as it relates to the Promotion.
- 3.6 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.

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