HUOB 大华银行

TERMS AND CONDITIONS GOVERNING UOB DELIGHT CREDIT CARD ACQUISITION 10% ADDITIONAL REBATE PROMOTION (12 MAY – 31 JULY 2017) ("TERMS AND CONDITIONS")

- This UOB Delight Credit Card Acquisition 10% Additional Rebate Promotion (12 May 2017 31 July 2017) ("Promotion") is only applicable to the first 500 eligible United Overseas Bank Limited ("UOB") Cardmembers.
- 2. For the purposes of this Promotion:

"Cardmembers" means newly acquired principal holders of a UOB Delight Credit Card whose UOB Delight Credit Card account is approved in the period from 12 May 2017 to 30 June 2017, and whose UOB Delight Credit Card account is valid, subsisting, in good standing and satisfactorily conducted in the opinion of UOB at least until the date of fulfilment, or to such other date as UOB may decide in its sole discretion.

"**Retail Transactions**" means all local retail transaction(s) at Cold Storage, Market Place, Jasons, Giant and Guardian successfully carried out on and charged to the Cardmember's UOB Delight Credit Card account during the Spend Period and which are successfully captured/posted on UOB's systems during the Spend Period <u>AND</u> shall exclude the Excluded Transactions. For the avoidance of doubt, the spending of all retail transactions (excluding the Excluded Transactions) incurred by a supplementary cardholder of a UOB Delight Credit Card on his/her UOB Delight Credit Card account shall accrue to the respective principal cardholder and form part of the principal cardholder's Eligible Transactions.

"Excluded Transactions" means payments under Instalment Payment Plans, payments under UOB Lady's LuxePay Plans, interest, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, unposted/voided/cancelled/disputed/reversed transactions and any other transactions as may be excluded by UOB from time to time. 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.

"UOB Delight Credit Card" means a UOB Delight credit card issued by UOB in Singapore.

- 3. This Promotion's Spend Period is from 1 July 2017 to 31 July 2017 (both dates inclusive) ("Spend Period").
- 4. The first 500 Cardmembers to charge Retail Transactions at Cold Storage, Market Place, Jasons, Giant and/or Guardian to his/her UOB Delight Credit Card during the Spend Period ("Eligible Customers") shall receive additional 10% SMART\$ rebate for such Retail Transaction(s) at Cold Storage, Market Place, Jasons, Giant and/or Guardian successfully posted during the Spend Period.
- 5. Additional 10% SMART\$ rebate are limited to the first 500 Eligible Customers. Each Eligible Customer is only entitled to a maximum of S\$30 worth of SMART\$ rebate regardless of the number



of transactions charged at Cold Storage, Market Place, Jasons, Giant and/or Guardian. The additional 10% SMART\$ rebate is given on a on a first-come, first-served basis.

- 6. The Eligible Customers who are awarded the additional 10% SMART\$ rebate shall receive their SMART\$ rebate posted into their Delight Credit Card Account by 15 August 2017.
- 7. All SMART\$ awarded are not exchangeable for cash, credit, other goods and services or otherwise.
- 8. UOB is not an agent of the manufacturer, merchant and/or suppliers of the goods or services offered in the Promotion. Any dispute about the quality or service standard must be resolved directly with the manufacturer, merchant and/or suppliers.
- 9. UOB will not be liable or responsible for any consumption, defects, deficiency, quality, merchantability, the fitness or any other aspect of any goods or services redeemed/claimed under the Promotion, or the acts or defaults of the merchant, agent, supplier or any goods or services redeemed under the Promotion.
- 10. To qualify for the SMART\$ Rebate, the Eligible Customer's UOB Credit Card account must be in good standing or satisfactorily conducted as may be determined by UOB in its discretion and must not be voluntarily or involuntarily closed, terminated, cancelled or suspended for any reason whatsoever at least until the date of fulfilment, or to such other date as UOB may decide in its sole discretion. If UOB subsequently discovers that the Eligible Customer is in fact not eligible to participate in or does not qualify for the Promotion, UOB may at its discretion, forfeit or reclaim the SMART\$ or charge to and debit an amount equivalent to the value of the SMART\$, if already awarded, from any of the Eligible Customer's account with UOB. If the monies standing to the credit of the account are not sufficient to reimburse UOB for the value of the SMART\$, the Eligible Customer shall immediately reimburse UOB for the value of the SMART\$.
- 11. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, to replace or substitute the SMART\$ with any other item of equal of similar value selected by UOB. UOB's determination of the replaced and/or substituted item shall be final, conclusive and binding.
- 12. UOB shall not be responsible for (i) any failure or delay in the transmission of card transactions by Visa International/MasterCard/American Express/CUP, acquiring merchants for the foregoing, merchant establishments, postal or telecommunication authorities or any other parties which may result in a transaction made by a Cardmember being omitted during the Spend Period; or (ii) any late posting of the transactions and thereby affecting a Cardmember's eligibility for this Promotion or the SMART\$; (iii) any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or (iv) any breakdown or malfunction in any computer system or equipment.
- 13. Notwithstanding anything herein, UOB has the sole and absolute discretion at any time and from time to time to determine the eligibility of any Cardmember for this Promotion and shall not be obliged to give any reason thereof.



- 14. UOB reserves the right to at any time in its sole and absolute discretion to amend, vary, add or delete any of the Terms and Conditions for any reason and without prior notification without assuming any liability to any person, and Cardmembers shall be bound by these amendments.
- 15. UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion, including but not limited to the determination of whether the Cardmember has met all the requirements of 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 Cardmember). UOB shall not be obliged to give any reason or enter into any correspondence with any person on any matter relating to the Promotion or its decision.
- 16. All information is correct at the time of publishing and UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 17. Cardmembers will be subjected accordingly to the prevailing terms and conditions under the UOB Cardmember Agreement ("Standard Terms"). Cardmembers are deemed to have accepted the Terms and Conditions herein when they participate in this Promotion. In the event of any inconsistency between the terms and conditions herein and the Standard Terms, the terms and conditions herein shall to the extent of such inconsistency, prevail in respect of matters relating to the Promotion.
- 18. A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term herein.
- 19. The terms and conditions herein shall be governed by the laws of the Republic of Singapore.