

Delight Credit Card Recurring Transaction Campaign Terms and Conditions ("Terms and Conditions")

1. Eligibility and Promotional Period

- 1.1 This "Delight Credit Card Recurring Transaction Campaign" (the "Promotion") is open to a selected group of Principal Cardmembers ("Eligible Cardmembers") of the Delight Credit Card ("Eligible Card") who have received a SMS on this Promotion and limited to the first 200 Eligible Cardmembers who make arrangements for at least one bill* (a "Designated Bill") charged on a recurring basis to an Eligible Card (the "Eligible Recurring Payment Arrangement") during 7 Apr 2017 and 31 May 2017 (both dates inclusive) (the "Promotion Period").
 - *"bill" means any bill issued by Singtel, Starhub, M1, Prudential Insurance, NTUC Income, Town Councils, SPH Newspapers and Pacnet.
- 1.2 Recurring payment is considered successful only when such recurring payment is posted in monthly statement of the Eligible Cardmember during the Promotion Period.
- 1.3 The first 200 Eligible Cardmembers who make arrangements for at least one Designated Bill paid by way of an Eligible Recurring Payment Arrangement during the Promotion Period (each a "Qualified Cardmember") shall each be entitled to a S\$10 cash Dairy Farm Group Voucher (the "Grocery Voucher").
- 1.4 Without limiting the generality of Paragraph 1.1 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. For the avoidance of doubt, termination of a supplementary holder's Eligible Card account will not by itself disqualify the Principal Cardmember 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 United Overseas Bank Limited ("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 are 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 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 Grocery Voucher (as defined under Paragraph 2 below);
- (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. **Dairy Farm Group Vouchers**

- 2.1 The Grocery Voucher shall be mailed to Cardmember by 30 June 2017 to the last known address of the Cardmember based on UOB's records.
- 2.2 The first 200 Qualified Cardmembers shall each be limited to only one Grocery Voucher.
- 2.3 The Grocery Voucher is valid until 31 December 2017, and is not transferrable or exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part.
- 2.4 A Designated Bill must be charged to the Eligible Card account of the Qualified Cardmember. 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 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.

2.6 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 Grocery Voucher;
- (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 Grocery Voucher;



- (ii) to suspend, revoke or forfeit the Grocery Voucher; 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 giving prior notice, giving any reason, or assuming any liability or offering payment of compensation to any person, to replace the Grocery Voucher with another award. UOB's determination of the replacement award shall be final, conclusive and binding.
- 2.8 Any Qualified Cardmember whose Grocery Voucher 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 Dairy Farm Group. Dairy Farm Group 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 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 and/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.

Published on 6 April 2017 United Overseas Bank Limited Co. Reg. No. 193500026Z