

Terms & Conditions for UOB SmartPay Promotion - 1% processing fee ("Promotion")

1. This Promotion is available from **6 November to 31 December 2017**, both dates inclusive ("**Promotion Period**").
2. This Promotion is open to selected individuals who are principal holders of a credit cards issued by United Overseas Bank Limited ("**UOB**") in Singapore ("**Cardmembers**") who have:-
 - (a) received an electronic direct mailer addressed to him/her or a SMS from United Overseas Bank Limited ("**UOB**") regarding this Promotion; and
 - (b) successfully completed the applicable UOB SmartPay application to apply to convert his/her UOB Credit Card(s) bill or transactions (which is not the subject of an existing UOB SmartPay instalment plan) into 6 months interest free monthly instalments ("**Application**");
 - (c) successfully submitted such Application to UOB during the Promotion Period via SMS, by keying the following, "**SPNOV**<space>**NRIC**" and sending it to 77862.
3. This Promotion is not valid for Applications that are not submitted via the method described under Paragraph 1 above, i.e. Participants who submit Applications via other application modes, including but not limited to, direct mailer, online, personal internet banking, are not eligible to participate in this Promotion.
4. Subject to these terms and conditions, Cardmembers who apply to convert his/her UOB Credit Card bill or transactions into 6 months interest free monthly instalment shall be eligible to enjoy a promotional processing fee of 1% (EIR of 3.44% p.a.) instead of the usual processing fee of 3% (EIR of 10.43% p.a.).

The one-time processing fee is non-refundable and payable in full together with the first instalment.
5. 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 and conditions of this Promotion, due directly or indirectly to the failure any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
 - (b) for any Application which UOB does not receive on time;
 - (c) for any notice or communication, direct mailer, SMS or email 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.
6. Sending of electronic direct mailers and the sending/ receiving of SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is/are engaged by UOB for this Promotion and UOB shall not be responsible

or liable for any undelivered, lost or delayed SMS or electronic direct mailer sent and/or received by, UOB and/or the Cardmembers. 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 electronic direct mailers or for any lost SMS or electronic direct mailers. Cardmembers shall pay and be solely responsible for all fees and charges imposed by the service providers for the sending and/or receipt of any SMS in connection with the Promotion.

7. Notwithstanding anything in the terms and conditions of this Promotion, UOB reserves the right to at any time, in its sole and absolute discretion, to terminate this Promotion and/or to amend, vary, add or delete any of the terms and conditions of this Promotion for any reason and without prior notification and without assuming any liability to any person, and no appeal, correspondence or demands or claims will be entertained and UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same, and the Cardmembers shall be deemed to be bound by these amendments, variations, additions or deletions to the terms and conditions of this Promotion.
8. UOB has the discretion to make decisions on all matters relating to or in connection with this Promotion. UOB's decision on all matters relating to or in connection with this Promotion (including, without limitation, who are eligible to receive the electronic direct mailers and/or SMS referred to in Paragraph 1 above, are at its discretion and shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with the Cardmember or any persons on any matter concerning this Promotion or any of its decisions. 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 Promotion and/or to receive the Gift.
9. All information is correct at the time of print 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) the terms and conditions of this Promotion and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with this Promotion, the terms and conditions of this Promotion shall prevail; and
 - (b) the English version of the terms and conditions of this Promotion and the Chinese version of the terms and conditions of this Promotion, the English version of the terms and conditions of this Promotion shall prevail.
10. Participation in this Promotion is subject to the terms and conditions of this Promotion. The prevailing terms and conditions of the UOB Cardmembers Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html) and the UOB SmartPay (available at www.uob.com.sg/personal/cards/payment/smart_pay.html) (collectively, the "**Standard Terms**") shall continue to be binding on all Cardmembers. 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 prevail to the extent of such inconsistency.
11. The terms and conditions herein shall be governed by the laws of the Republic of Singapore and the Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
12. A person who is not a party to the terms and conditions herein shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term herein.
13. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

14. By taking part in the Promotion (as set out in Paragraph 1 above, each Cardmember is deemed to have consented to the collection, use and disclosure of his/her personal data by UOB, UOB's vendors, the organizers, sponsors, promoters and/or their respective contractors for verifying the eligibility of the Cardmember, contacting the Cardmember regarding the foregoing, and all purposes and promotions incidental to the Promotion.