



Terms and Conditions for the Experiential Rewards with Aston Martin Promotion (the “Promotion”)

Definitions

“**Administrative Fee**” refers to the administrative fee levied by **Aston Martin** on credit card transactions, which is a percentage of the portion of the Car Purchase Value charged to a Card.

“**Cardmember**” means selected principal and/or supplementary cardholders of a UOB Reserve Credit Card (the “**Card**”) issued by UOB in Singapore.

“**Car Purchase Value**” means the purchase price of a Promotion Model vehicle.

“**Eligible Cardmember**” means the principal holder of a Card.

“**Gift**” refers to a complimentary 2-night stay in a Fabulous Room at W Singapore.

“**Permitted LTV**” means the maximum amount of loan or credit which a purchaser is permitted to obtain for a Promotion Model vehicle, expressed as a percentage of its Car Purchase Value. The Permitted LTV for a Promotion Model vehicle is 60%.

“**Aston Martin**” means Wearnes Automotive Pte Ltd having its registered address at 45 Leng Kee Road, Singapore 159103, which is an authorised dealer of Aston Martin car models.

“**Promotion Period**” refers to 15 August 2017 to 31 January 2018 (both dates inclusive).

“**Promotion Models**” mean all models of Aston Martin brand motorcars, but shall exclude any new variants of such models that may be launched after the commencement of the Promotion Period.

“**Qualified Transaction**” refers to a transaction satisfying the provisions of Clause 3, but shall exclude:

- a. payments made under the UOB Reserve Card Payment Facility Programme; and
- b. any card transactions that are subsequently cancelled, voided or reversed for any reason and any other transactions as may be prescribed by UOB.

“**UOB**” means United Overseas Bank Limited.

“**UOB Reserve Card Payment Facility Programme**” means payment of a requested amount by a Cardmember to be disbursed by the bank on a 1-time or 12-month instalment period, upon approval by the bank.

Promotion

1. The Promotion is open to Eligible Cardmembers whose UOB Card account is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.
2. An Eligible Cardmember who has a Qualified Transaction charged to his or her Card account shall be entitled to the Gift and waiver of Administrative Fee according to Clause 4 below. For the avoidance of doubt, where a Qualified Transaction is charged to a supplementary card linked to the Card account of an Eligible Cardmember, the benefit of this Promotion shall accrue to the Card account of such Eligible Cardmember.
3. In order for a charge to a Cardmember's Card to qualify as a Qualified Transaction for this Promotion, the following conditions must be satisfied:
 - a. the transaction shall be made for the purchase of a Promotion Model vehicle only;
 - b. the charge shall be for an amount of S\$300,000;

- c. the total amount of loan or credit obtained by the Cardmember for the purchase of the Promotion Model vehicle, including the aforesaid charge against the Cardmember's Card, shall not exceed the Permitted LTV; and
 - d. the transaction is posted to the Eligible Cardmember's Card Account during the Promotion Period.
4. An Eligible Cardmember who has a Qualified Transaction charged to his or her Card account shall be entitled to waiver of the Administrative Fee payable to Aston Martin on the Qualified Transaction.
5. For the purposes of ascertaining the date of a Qualified Transaction and whether a transaction falls within the Promotion Period, the relevant date will be the date on which the relevant transaction was successfully posted to the Eligible Cardmember's Card account, as reflected on the Eligible Cardmember's statement.
6. UOB shall not be responsible for (i) any failure or delay in the transmission of card transactions by Visa International, acquiring merchants for the foregoing, merchant establishments, postal or telecommunication authorities or any other parties which may result in a Qualified Transaction made by a Cardmember being omitted; (ii) any late posting of the transactions which may affect the Eligible Cardmember's eligibility for this Promotion; or (iii) for any breakdown or malfunction in any computer system or equipment.
7. Where an Eligible Cardmember has qualified to redeem the Gift, UOB will send a letter to the Eligible Cardmember no later than 15 March 2018 by mail to the Eligible Cardmember's last known mailing address according to UOB's records to inform the Eligible Cardmember of his / her eligibility and to provide instructions on the redemption of the Gift (the "**Redemption Letter**"). UOB shall not be liable or responsible, in any way, for any loss, damage, misplacement or delay affecting the Eligible Cardmember's receipt of the Redemption Letter by mail. The Eligible Cardmember must redeem the Gift according to the manner which will be set out in the Redemption Letter.
8. In the event that any Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Gift and/or waiver of Administrative Fee according to Clause 4,
 - a. UOB reserves the right to forfeit / reclaim the Gift or the value of the Gift and dispose of the same in such manner as UOB deems fit without any liability on the part of UOB to any persons; and
 - b. the Cardmember acknowledges and agree that Aston Martin shall be entitled to recover from the Cardmember the full amount of Administrative Fee which has been waived under this Promotion.
9. Without limiting the generality of clause 8 above, by participating in this Promotion, each Cardmember acknowledges and undertakes to comply with the Permitted LTV, and shall not charge any amount to the Card which shall cause the total amount of loan or credit obtained by the Cardmember for the purchase of the Promotion Model vehicle to exceed the Permitted LTV, unless the Cardmember has pre-paid into the Eligible Cardmember's Card account, prior to charging to the Card, a sum equivalent to the amount by which the Permitted LTV would have been exceeded as a result of the aforesaid charge to the Card. Where a Cardmember has charged to a Card an amount which causes the total amount of loan or credit obtained by the Cardmember for the purchase of the Promotion Model vehicle to exceed the Permitted LTV:
 - a. UOB reserves the right to cancel, void or reverse any non-compliant transaction made by the Cardmember without any notice to the Cardmember; and
 - b. The Cardmember shall indemnify UOB for any loss or damage suffered by UOB arising out of or in relation to the Cardmember's failure to observe the Permitted LTV.



10. UOB does not assume any liability or responsibility for and will not be liable or responsible for any defect, quality, merchantability, the fitness or any other aspect of the Aston Martin cars, the Gift or any goods / services offered / redeemed in connection with this Promotion, or for the acts or defaults of Aston Martin / W Singapore (the “**Merchants**”). UOB is not an agent of the Merchants, and the Merchants may each impose conditions for redemption and/or the use of the applicable portion of 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 Promotion, the usage or redemption of the Gift or the goods / services offered / redeemed in connection with this Promotion, including but not limited to the loss of life, injury to person and/or loss or damage to property.
11. UOB reserves the right, at its sole and absolute discretion and at any time and without giving prior notice or any reason, to vary, amend, add or delete any of these Terms and Conditions without assuming any liability to any person, and the Cardmembers shall be bound by these variations, amendments, additions or deletions.
12. UOB's decision on all matters relating to the Promotion shall be final, conclusive and binding on Cardmembers.
13. UOB shall not be obliged to give any reason or enter into any correspondence with the Cardmember or any persons on any matter concerning the Promotion.
14. 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.
15. These Terms and Conditions are supplemental to the prevailing terms and conditions under the UOB Cardmember Agreement (“**Standard Terms**”). 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 Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency.
16. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and the Cardmembers hereby agree to submit to the exclusive jurisdiction of the courts of Singapore.
17. Unless otherwise provided herein, a person who is not a party to these Terms and Conditions and/or any agreement governed by the Standard Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such agreement or any of these Terms and Conditions.

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