

Terms and Conditions for Limited Edition Reserve Card Spend Promotion

Definitions

"Calendar Month" refers to every calendar month of the Promotion Period.

"Cardmember(s)" means the principal cardmember(s) of a UOB Reserve Card ("Card") issued by UOB in Singapore.

"Promotion" refers to the Limited Edition Reserve Card Promotion.

"Promotion Period" refers to 16 October 2017 to 30 September 2018 (both dates inclusive).

"Transactions" refer to retail transactions charged to Cardmember's Card and successfully posted to the applicable Card account as reflected on the Cardmember's statement during the Promotion Period, but exclude the transactions listed in Clause 4 below.

"UOB" or "the Bank" means United Overseas Bank Limited.

Promotion

- 1. The Promotion is open to all Cardmembers who meet the following conditions ("Qualifiers") during the Promotion Period:
 - (a) have a Card(s) which is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion; and
 - (b) who have charged to their Card accumulated Transactions of at least S\$1,000,000 ("Qualified Transactions"); and
 - (c) acknowledge, accept and agree to be bound by these Terms and Conditions.
- 2. Each Qualifier will be awarded **ONE (1)** complimentary Limited Edition Diamond-Embellished Metal Reserve Card (the "**Gift**") in accordance with these Terms and Conditions.
- 3. In the event if the Qualifier requests for an additional Gift for a supplementary cardmember, it will be payable at S\$1,070 (inclusive of GST) limited to **TWO (2)** supplementary cardmembers and subject to availability. Fee to be charged is strictly non-waivable.
- 4. For the avoidance of doubt, the benefit of all transactions incurred by a supplementary cardmember in respect of this Promotion shall accrue to the principal cardmember of the Card.
- 4. For the avoidance of doubt, Transactions <u>exclude</u> Income/Property Tax Payment Facility, UOB Reserve Payment Facility, fund transfer, cash advances, instalment loans, fees, interests, financial charges, card transactions that were subsequently cancelled, voided or reversed for any reason, and any other transactions as may be prescribed by UOB, and without limiting the generality of the foregoing, also excludes the payment of funds to any of the following prepaid accounts:
 - MB MONEYBOOKERS.COM
 - OANDAASIAPA
 - OANDA ASIA PAC
 - PAYPAL PLUS500.COM
 - PLUS500
 - PLUS500UK LIMITED
 - SKRPLUS500CY LTD



- WWW.PLUS500.CO.UK
- PAYPAL BIZCONSULTA
- PAYPAL OANDAASIAPA
- PAYPAL CAPITALROYA
- Saxo Cap Mkts Pte Ltd
- SKRSKRILL.COM
- WWW.IGMARKETS.COM.SG

UOB reserves the right to amend the list above without any prior notice or giving any reason.

- 5. Qualifiers who qualify for the Gift will be notified by redemption letters, 30 days after the Promotion Period, sent by mail to the relevant Qualifier's last known mailing address in UOB's records. UOB shall not be liable or responsible, in any way, for any loss, misplaced, damage or delay in the Qualifier's receipt of the redemption letter.
- 6. For the avoidance of doubt, the Gift will be issued and delivered 30 days onwards after the Promotion Period.
- 7. The redemption and usage of the Gift is subject to the terms and conditions in the redemption letter and/or any other terms as may be imposed by the Bank.
- 8. For the avoidance of doubt, at any point in time after the delivery of the Gift, any lost, damaged, stolen cards or due to whatsoever reasons, the Gift will not be reissued and instead will be replaced with a standard UOB Reserve metal card.
- 9. If Qualifier requests to be replaced by the Gift, it will be payable at S\$1,070 (inclusive of GST) subject to availability. Fee to be charged is strictly non-waivable.
- 10. For the avoidance of doubt, the Gift is valid for a period of five (5) years from the date of issuance. Qualifiers will be issued a standard UOB Reserve metal card upon card membership renewal.
- 11. UOB is not an agent of the merchants and/or suppliers providing the Gift, or the goods and services offered in the Promotion. Any dispute about the quality or service standard must be resolved directly with the respective merchants and/or suppliers. UOB assumes no liability or responsibility for the acts or defaults of the merchants and/or suppliers, or defects in the Gift or goods and services offered in the Promotion.
- 12. UOB assumes no liability or responsibility for any defects, quality, merchantability, the fitness or any other aspect of Gift or the goods or services offered or the acts or defaults of the merchant and/or suppliers providing the Gift or the goods and services offered in this Promotion, or for any injury, loss or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of or in connection with the Promotion or redemption or usage of the Gift or the goods and services offered in this Promotion, including, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection thereto.
- 13. UOB may, at its discretion, vary any of the terms and conditions relating to the Promotion including, but not limited to, varying the Promotion Period or terminating the Promotion at any time without giving any reason or prior notice or assuming any liability to any party. UOB's decision on all matters relating to or in connection with the Promotion are at its absolute discretion and shall be final, conclusive and binding on all parties. UOB shall not be obliged to give any reason on any matter concerning the Promotion, and/or Gifts and no correspondence or claims will be entertained
- 14. UOB reserves the right, at its absolute discretion, to replace and/or substitute and/or change any of Gifts with another item of an equivalent or close to the prevailing recommended retail price of any of the Gifts, where applicable, at any time and without giving any prior notice or reason or assuming any liability to any person. UOB's determination of the substituted gifts is at its absolute discretion. No correspondence or claims will be entertained.



- 15. If UOB determines that the Qualifier has breached any of the terms of the Promotion, UOB reserves the right to forfeit the Gift, or if already redeemed by the Qualifier, reclaim and charge the full retail value of the Gift from the Qualifier.
- 16. UOB shall not be responsible or liable for:-
 - (a) any failure or delay in the transmission of the Transactions, card transactions, sale transactions or receipt of evidence of sale transactions or any part thereof by Visa International/ MasterCard/ American Express/ CUP/ JCB, acquiring merchants for the foregoing, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge incurred or transaction made by the Cardmember being omitted (whether from being posted to the Cardmember's Card account, and/or captured in UOB's system or otherwise) during the Promotion Period;
 - (b) any late posting of the Transactions or for any failure in the Transactions being transacted by the Cards or being captured in UOB's system and thereby affecting the Customer's eligibility for the Promotion or the Gifts:
 - (c) for any breakdown or malfunction in any computer system or equipment; or
 - (d) for any notice or communication or direct mailer which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post.
- 17. UOB's decision on all matters relating to the Promotion shall be final, conclusive and binding on the Cardmember.
- 18. 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.
- 19. 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.
- 20. The prevailing terms and conditions under the UOB Cardmember Agreement ("Standard Terms") continue to apply and bind the Cardmembers. 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.
- 21. By participating in the Promotion, each Cardmember is deemed to have consented to the collection, use and disclosure of his/her personal data by UOB, UOB's vendors, UOB's suppliers, 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.
- 22. 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.
- 23. 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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