## **UOB**

## Terms and Conditions for Luxurious W Bali Spend Promotion

## **Definitions**

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

"**Cardmember(s)**" means the Principal and/or Supplementary cardholder(s) of a UOB Reserve Card ("**Card**") issued by UOB in Singapore.

"Promotion" refers to this Luxurious W Bali Promotion.

"Promotion Period" refers to 15 August 2017 to 30 September 2017 (both dates inclusive).

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

**"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 5 below.

## **Promotion**

- 1. The Promotion is open to selected Cardmembers who meet the following conditions ("Qualified Cardmembers") :
  - (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\$150,000 ("Qualified Transactions") during the Promotion Period
- 2. The top 200 Qualified Cardmembers with the highest accumulated value of Qualified Transactions during the Promotion Period ("**Qualifiers**") will qualify for a complimentary 2-night stay in a Wonderful Garden Escape Room at W Bali Seminyak (the "**Hotel Gift**").
- 3. 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.
- 4. Each Qualifier is limited to <u>one</u> Hotel Gift.
- 5. For the avoidance of doubt, Transactions <u>exclude</u> Income/Property Tax Payment Facility, UOB Reserve Payment Facility, posted Instalment Payment Plan (IPP), 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.

- 6. Qualifiers who qualify for the Hotel Gift will be notified by redemption letters, sent out to Qualifiers no later than 31 October 2017 by mail to the 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 by mail.
- 7. The redemption and usage of the Hotel Gift is subject to the terms and conditions in the redemption letter and/or any other terms as may be imposed by the hotel, merchants and/or supplier of the Hotel Gift.
- 8. This Promotion is not valid with other promotions, in-house offers, loyalty programs, discounts, privilege cards, discount cards or vouchers, unless otherwise stated.
- 9. UOB is not an agent of the hotel, merchants and/or suppliers providing the Hotel 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 hotel, merchants and/or suppliers. UOB assumes no liability or responsibility for the acts or defaults of the hotel, merchants and/or suppliers, or defects in the Hotel Gift or goods and services offered in the Promotion.
- 10. UOB assumes no liability or responsibility for any defects, quality, merchantability, the fitness or any other aspect of Hotel Gift or the goods or services offered or the acts or defaults of the hotel, merchant and/or suppliers providing the Hotel 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 Hotel 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.
- 11. 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 and from time to 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 Hotel Gifts and no correspondence or claims will be entertained
- 12. UOB reserves the right, at its absolute discretion, to replace and/or substitute and/or change any of Hotel Gifts with another item of an equivalent or close to the prevailing recommended retail price of any of the Hotel 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.
- 13. If UOB determines that the Qualifier has breached any of the terms of the Promotion, UOB reserves the right to forfeit the Hotel Gift, or if already redeemed by the Qualifier, reclaim and charge the full retail value of the Hotel Gift from the Qualifier
- 14. 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 Hotel 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.
- 15. 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.
- 16. UOB's decision on all matters relating to the Promotion shall be final, conclusive and binding on the Cardmember.
- 17. 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.
- 18. 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.
- 19. 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.
- 20. Participation in the Promotion is subject to the Terms and Conditions.
- 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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