

Terms and Conditions Governing UOB Lady's Card Christmas Lucky Draw Promotion ("Terms and Conditions")

1. Eligibility

1.1 The "*UOB Lady's Card Christmas Lucky Draw Promotion*" (the "**Promotion**") is only open to Eligible Cardmembers (as defined below) subject to these Terms and Conditions.

1.2 For the purposes of the Promotion, the following terms are defined as follows:-

(i) "**Eligible Cardmembers**" shall mean any participant who has complied with all of the following:-

- (a) is a principal holder of a Card;
- (b) has successfully registered herself to participate in the Promotion via Electronic Short Message Service ("**SMS**"), by keying in the following: *REEBONZ<space>NRIC Number* and sending it to 77862 using her last known registered mobile number with UOB and UOB must have received the said SMS during the Qualifying Period, and an acknowledgement SMS will be sent to that last known registered mobile number with UOB for each successful SMS registration received by UOB;
- (c) has made a minimum Eligible Transaction (defined in Clause 4.2); and
- (d) whose Card account is, in the opinion of UOB, valid, subsisting, in good standing and is not determined by UOB as being delinquent or unsatisfactorily conducted.

(ii) "**Card**" shall mean any one of the following cards that are issued by United Overseas Bank Limited ("**UOB**") in Singapore:-

- (a) UOB Lady's Debit Card
- (b) UOB Lady's Card;
- (c) UOB Lady's Solitaire Card;
- (d) UOB Lady's Solitaire Metal Card.

1.3 (i) For the avoidance of doubt, the following shall not be eligible to participate in the Promotion:

- (a) Directors or employees/staff of UOB;
- (b) Employees/staff of UOB's partners including advertising and promotion agencies and any other persons involved in organizing, promoting and/or conducting the Promotion;
- (c) any person whose Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended;
- (d) a person who is mentally unsound, facing legal incapacity or is incapable of handling his/her affairs, deceased, insolvent, bankrupt or have any legal proceedings of any nature instituted against him/her or any threat of legal proceedings of any nature instituted against him/her;
- (e) any person whose Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined as being delinquent or unsatisfactorily conducted by UOB in its absolute discretion;
- (f) any person UOB may decide to exclude, at its discretion, without prior notice or giving any reason at any time.

- (ii) Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and from time to time to determine the eligibility of any person to take part in the Promotion and shall not be obliged to give any reason or prior notice therefore and shall not be liable to make any payment or compensation whatsoever to any person rendered ineligible for participation in the Promotion.
- (iii) For the avoidance of doubt, the termination of a supplementary holder's Card will not by itself disqualify the respective principal holder of the Card from participating in the Promotion.

2. Qualifying Period

- 2.1 The Promotion shall be for a period commencing from 27 November 2017 to 31 January 2018 (both dates inclusive) or such other period as may be determined by UOB in its absolute discretion ("**Qualifying Period**").

3. SMS Registration and SMS Sending

- 3.1 Only SMSes actually received by UOB during the Qualifying Period will be considered for the Promotion. Any incomplete or inaccurate SMS registration or any SMS which is not in the form prescribed by the Terms and Conditions will not be considered and consequently be disqualified.
- 3.2 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 for any lost SMS.
- 3.3 Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB for the Promotion and UOB shall not be responsible or liable for any undelivered, lost or delayed SMS sent and/or received by, UOB and/or the participant. The participant shall pay and be solely responsible for all fees and charges imposed by such service providers for the sending and/or receipt of any SMS in connection with the Promotion.

4. Eligible Transactions

- 4.1 For the avoidance of doubt, the spending and benefit of all and any Eligible Transactions incurred by a supplementary holder of a Card during the Qualifying Period shall accrue to the respective principal holder of the Card for the purposes of the Promotion,

- 4.2 In this Promotion:

- (i) "**Eligible Transactions**" refer to transactions for the purchase of goods and/or services which are successfully charged to the Card by either the Eligible Cardmember or the respective supplemental holder of the Card during the Qualifying Period, and which are also successfully posted and captured in UOB's system during the Qualifying Period;

But **shall not include** any (i) bill or insurance payment; (ii) payment or donations to any charitable, religious, or social organizations; (iii) payment of funds to prepaid accounts, including top-ups for any pre-paid card; (iv) installment payments under Instalment Payment Plans (whether for purchases made before, during or after the Qualifying Period); (v) UOB Lady's LuxePay Plans; (vi) online money transfers; (vii) balance/funds transfers; (viii) cash advances; (ix) fees; (x) interests; (xi) finance charges; (xii) late payment charges; (xiii) annual fee charges; (xiv) reversals; (xv) other financial charges; and/or (xvi) any other transactions that UOB may exclude from time to time without prior notice or giving any reason ("**Exclusions**").

Without limiting the generality of the foregoing, the following transactions will also be deemed as “**Exclusions**” which do not qualify as “Eligible Transactions”:

(A) Transactions **incurred at establishments registered under the following Merchant Category Code (“MCC”):**

1. 6300 Insurance Underwriting, Premiums
2. 6399 Insurance – Default
3. 8398 Organizations, Charitable and Social Service

(B) **Transactions for the payment of funds to any of the following prepaid accounts:-**

EZLINK*
EZ-Link*
EZ Link*
EZLINKS*
WWW.MYEZLINK.COM.SG
FlashPay*
FlashPay ATU*
FlashPayATU*
MB*MONEYBOOKERS.COM
OANDAASIAPA
OANDA ASIA PAC
PAYPAL *PLUS500.COM
PLUS500
PLUS500UK LIMITED
SKR*PLUS500CY LTD
WWW.PLUS500.CO.UK
PAYPAL * BIZCONSULTA
PAYPAL * OANDAASIAPA
PAYPAL * CAPITALROYA
Saxo Cap Mkts Pte Ltd
SKR*SKRILL.COM
WWW.IGMARKETS.COM.SG
TRANSIT
TRANSIT LINK*
TRANSITLINK*
TL-ABT*
AXS Payment*
AXSPayment*
NETS VCASHCARD*
NETSFLASHPAY*

(ii) “**Overseas Eligible Transactions**” refer to Eligible Transactions **and** which are charged in foreign currency i.e. a currency other than the Singapore Dollar, and where the payment gateway is out of Singapore. For the avoidance of doubt, transactions made overseas but charged in Singapore dollars; and online transactions charged in Singapore dollars or in foreign currencies at merchants with payment gateway in Singapore will not be treated as Overseas Eligible Transactions.

(iii) UOB reserves the right at any time and from time to time at its sole and absolute discretion to vary, amend, add or delete the list of transactions above which constitute “Eligible

Transactions”, “Overseas Eligible Transactions”, and “Exclusions”, without giving any reason or prior notice or assuming any liability to anyone

- (iv) For the purposes of calculating the amount of the Overseas Eligible Transactions in Singapore dollars, all Overseas Eligible Transaction(s) made in a foreign currency will be converted into Singapore dollars based on UOB’s prevailing exchange rate as at the time of conversion. UOB is not liable for any fluctuations in exchange rate. If the foreign currency exchange rate is not stated on uob.com.sg, UOB has the sole and absolute discretion at any time to determine the exchange rate based on valid sources.

5. Lucky Draw

- 5.1 One lucky draw will be conducted for this Promotion (the “**Draw**”).
- 5.2 Each Eligible Cardmember will be awarded chances for the Draw on the following basis:
- (a) one (1) chance for every S\$50 worth of Eligible Transactions incurred by the Eligible Cardmember on her Card in one transaction.
 - (b) two (2) chances for every S\$50 worth of Overseas Eligible Transactions incurred by the Eligible Cardmember on her Card in one transaction.
- 5.3 Unless UOB notifies otherwise, the Draw will be conducted on 19 February 2018 (“Draw Date”) at 480 Toa Payoh Lorong 6, #25-01, HDB Hub East Wing, Singapore 310480 by Tan, Chan & Partners, D&I Corporate Services Pte Ltd, or such other date and/or venue as may be determined by UOB in its absolute discretion without any prior notice.
- 5.4 There will be ten (10) winners for the Draw (each a “**Winner**”, collectively the “**Winners**”). The Winners will be drawn at random.

6. Prizes

- 6.1 Each Winner will be entitled to receive one bag from Reebonz (each a “**Prize**”). Winners may select their Prize from the options set out in the table below. Selection of the Prize is on a first come first served basis, and subject to availability

Prize	Retail value
Alexander McQueen Long Clutch	SGD 2,620
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Anya Hindmarch Egg Bathurst Small Satchel	SGD 2,930
Balenciaga Papier Triple XS Zip Around	SGD 2,170
Bally Suzy Small Shoulder Bag	SGD 2,120
Chloe Drew Crossbody 23cm	SGD 2,530
Chloe Kurtis Shoulder Bag 19cm	SGD 2,510
Fendi Hypnoteyes Micro Baguette	SGD 2,670
Fendi Mini Messenger	SGD 2,550
Givenchy Small Nobile Bag	SGD 2,430
Marni Pois Crossbody Bag	SGD 2,130
Mulberry Amberley	SGD 2,250
Salvatore Ferragamo Sabine Crossbody 18cm	SGD 2,990
Valentino Garavani Rockstud Chain Crossbody Bag	SGD 3,390
Valentino Garavani Rockstud Clutch	SGD 2,520

- 6.2 Each Winner is only entitled to receive one (1) Prize for the entire Promotion.

- 6.3 There are a total of 10 Prizes to be won, by 10 Winners.
- 6.4 All Winners will be notified via ordinary post to the Winner's last known address in UOB's record by 28 Feb 2018.—The names of the Winners will be announced on UOB's website, www.uobladys.com.sg, by 28 Feb 2018
- 6.5 UOB reserves the right to draw reserve Winners to substitute any Winner subsequently found to be ineligible or disqualified. UOB's decisions on this shall be final, conclusive and binding. No correspondence or claims will be entertained.
- 6.6 The Prizes stated above are neither transferable nor exchangeable for cash or otherwise.
- 6.7 UOB may, at any time without prior notice to the Winner, in its discretion, substitute the Prize with another prize of similar value.
- 6.8 All prices and values of the Prize set out in any advertising, promotional, publicity and other materials are purely indicative and for information purposes only and such prices and values may vary in accordance with market fluctuations and other market conditions. UOB accepts no liability for any loss howsoever arising from the use of or reliance on such indicative prices and values.
- 6.9 To claim the Prize, the Winner needs to ensure her Card account (to which the Eligible Transaction is charged) is valid and subsisting as at point of fulfilment, 28 Feb 2018.
- 6.10 If any Winner is subsequently discovered to be ineligible or not entitled to participate in the Draw or to receive the Prize, UOB reserves the right to forfeit the Prize and grant or dispose of it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited Prize. Where the Prize was granted to a Winner who was subsequently discovered to be ineligible or not entitled to participate in the Draw or to receive the Prize, UOB shall be entitled to claim from the Winner a reimbursement for the value of the Prize. No person shall be entitled to any payment or compensation from UOB should UOB exercise its discretion in this clause.

7. Participation and Personal Data

- 7.1 By participating in the Promotion, Eligible Cardmembers are deemed to have consented to the collection, use and disclosure of his/her personal data by UOB, the organizers, sponsors, promoters and/or their respective contractors for verifying the eligibility of the Eligible Cardmember, conducting the Draws, announcing/publicity of the Winners of the Draws (including having the Winner's photo taken/published), contacting the Winners regarding the foregoing, and all purposes and promotions incidental to the Promotion.
- 7.2 The Winner shall, if required by UOB, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with this Promotion at his/her own costs.

8. General

- 8.1 UOB shall not be responsible or liable:-
- (i) for any failure or delay in the transmission of any of the Eligible Transactions (or any part thereof) or any sale transactions or receipt of evidence of sale transactions or the Eligible Transactions by any card associations, acquiring merchants, merchant establishments, merchant acquirer, postal or telecommunication authorities or any other parties which may result in a charge incurred by the participant or the applicable supplemental holder of a Card

being omitted (whether from being posted to the Card account of the participant and/or posted or captured in UOB's system or otherwise) during the Qualifying Period;

- (ii) for any late posting of any of the Eligible Transactions (or any part thereof) or for any failure in the Eligible Transactions (or any part thereof) being transacted by Card account of the participant or being captured in UOB's system;
- (iii) for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which is not received in time;
- (iv) for any breakdown or malfunction in any computer system or equipment;
- (v) if UOB is unable to perform its obligations hereunder as a result of (whether direct or indirect) the delay or failure of any third party including, but not limited to, the SMS vendor, telecommunication authorities or service provider, the failure of any machine, computer system or communication system, industrial dispute, war, Act of God or for any act or omission outside the control of UOB; or
- (vi) for any cost, damage, claim of, loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising.

- 8.2
- (i) UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Winner's receipt of the Letter or any Letter which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged or misdirected in the post or which is not received or which has expired . Any Letter that is forfeited or which has expired or which is not used or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged or which the Winner does not receive is strictly non-replaceable and not exchangeable for cash or otherwise. No payment or compensation whether in cash, credit, other goods or services or other gifts or kind, in full or in part, shall be made for any letter or, where applicable, that is forfeited or which has expired or which is not used or which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged or which the Winner does not receive.
 - (ii) UOB will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Prize or any goods or services redeemed/claimed under the Promotion, or the acts or defaults of the merchant, agent, supplier or service provider of the Prize or any goods or services redeemed under the Promotion.
 - (iii) UOB is not an agent of the merchants, agents, suppliers or service providers. Any dispute about the quality or service standard must be resolved directly with the merchants, agents, suppliers or service providers.
 - (iv) The merchants, agents, suppliers or service providers may impose conditions for the redemption of the Prize or goods or services. UOB will not be responsible or liable for any injury, loss, claim or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of the redemption or usage of the Prize or goods or services or in connection with the Promotion howsoever arising. UOB and the participating merchants, agents, suppliers or service providers reserve the right to vary/amend the terms and conditions relating to the Promotion without prior notice or giving any reason or being liable to any person. No correspondence appeal or claims will be entertained.

- 8.3
- Notwithstanding anything to the contrary, 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 the Terms and Conditions herein (including, but not limited to, the Qualifying Period, the eligibility terms and criteria, and the timing of any act to be done, how each of the Eligible

Cardmembers is to be notified that she is eligible for the Promotion without giving any reason, prior notice and/or without assuming any liability to any person and no appeal, correspondence or demands or claims will be entertained and no payment or compensation will be given or paid by UOB.

8.4 UOB's decision on all matters relating to the Promotion is at its discretion and shall be final, conclusive and binding on all participants. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any persons on any matter concerning the Promotion or its decision and no appeal, correspondence or demands or claims will be entertained and no payment or compensation will be given or paid by UOB.

8.5 Participation in the Promotion is subject to the Terms and Conditions and all participants are deemed to have accepted the Terms and Conditions when they participate in the Promotion. Failure to comply with any of the foregoing will result in a disqualification from the Promotion.

The terms and conditions of the prevailing UOB Cardmembers Agreement together with the prevailing terms and conditions governing the applicable Card (collectively the "**Standard Terms**") shall continue to be binding on all participants. Please visit uob.com.sg for the Standard Terms. The Terms and Conditions herein shall prevail in the event of any inconsistency between: (i) the Terms and Conditions herein and any advertising, promotional, publicity or other materials relating to the privileges and/or benefits stated herein; (ii) the Terms and Conditions herein and the Standard Terms on matters which relate to the Promotion.

8.6 All information is correct at the time of publishing and UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.

8.7 The Promotion, the Terms and Conditions, including all matters arising out of or in relation to the Promotion shall be governed by the laws of Singapore, and all participants who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.

8.8 A person who is not a party to the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any terms of the Terms and Conditions.

8.9 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.