

Terms and Conditions Governing The UOB Win A BMW 2 Series Active Tourer 218i At Caltex Lucky Draw 2015

1 Eligibility

- 1.1 The United Overseas Bank ("UOB") Win A BMW 2 Series Active Tourer 218i At Caltex Lucky Draw 2015 ("the Draw") is open to Eligible Participants (as defined below) subject to the following Terms and Conditions. Participation in the Draw is deemed acceptance of these Terms and Conditions.
- 1.2 Eligible Participants: All existing and new principal holders of UOB Cards issued in Singapore which are valid, subsisting and in the opinion of UOB in good standing and satisfactorily conducted, and who perform an Eligible Transaction.
- 1.3 Eligible Transaction: A petrol spend of every S\$50 nett per transaction which is charged to a UOB Card at any Caltex Stations during the Qualifying Period. Eligible Transaction must be posted and captured in UOB's system during the Qualifying Period to qualify for the Draw. Eligible Transaction made by a supplementary cardmembers shall accrue to the benefit of the Eligible Participant for the purpose of the Draw.
- 1.4 Qualifying Period: The period of time commencing at 00:00 on 1st July 2015 to 23:59 on 31st August 2015 (both dates inclusive).
- 1.5 Without limiting the generality of the above, the following persons shall not be eligible for the Draw:
 - (a) Directors or employees/staff of UOB or any of UOB's subsidiaries during the Qualifying Period (as defined below) and their immediate family members;
 - (b) Employees and staff of any auditors, advertising agency, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promoting and/or conducting the Draw and their immediate family members;
 - (c) Persons who during the Qualifying Period are or have become mentally incapacitated, deceased, insolvent or who face legal incapacity; and
 - (d) Persons who during the Qualifying Period face legal proceedings of any nature or have any legal proceedings of any nature threatened against them.
- 1.6 Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and without having to give any reason, to determine the eligibility of the Participants to participate in the Draw.

2 Lucky Draw – Entry

- 2.1 The chances for the Draw shall be allocated in the following manner:
One (1) chance will be allocated to every Eligible Participant for every Eligible Transaction during the Qualifying Period.
- 2.2 Notwithstanding the foregoing, UOB has the absolute discretion to effect any adjustment, forfeiture or disqualification of the chances allocated for the Draw. UOB's determination of the allocation shall be final and conclusive.

3 Lucky Draw – Draw Date and Prizes

- 3.1 Unless UOB notifies otherwise, the Draw will be conducted on 17th September 2015, at 11:00 am at UOB 480 Toa Payoh Lorong 6 #25-01 HDB Hub East Wing Singapore 310480 or on such other date or time or at such other venue as may be determined by UOB at its sole discretion.
- 3.2 The prize for the Draw is a demonstrator BMW 2 Series Active Tourer 218i (with 3,000 miles on the odometer) worth S\$78,000 excludes Certificate of Entitlement (COE), Motor vehicle Insurance, road tax, registration number plates, In-Vehicle-Unit (IU) and registration fees. Demonstrator car specifications and colour may vary from the model shown.
- 3.3 The winner will be drawn at random. UOB reserves the right to draw an eligible reserve winner to substitute any winner subsequently found to be ineligible or disqualified. UOB's determination of the winner shall be final, conclusive and binding.
- 3.4 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.
- 3.5 The Prize is neither transferable nor exchangeable for cash or otherwise, in full or in part.

4 Prize – Notification and Redemption

- 4.1 The winner will be notified by ordinary post. The results of the Draw will be published in The New Paper on 23rd September 2015. The posting and/or publication of the results of the Draw shall be conclusive proof of notification to the winner.
- 4.2 Winner will be required to present proof of identification together with such other additional documents that UOB requires in order to claim the Prize. Further details on how to claim the Prize will be contained in the notification letter.

- 4.3 The Prize must be claimed within the time stipulated in the notification letter. If the Prize is unclaimed within the stipulated time, the Prize will be forfeited (with no liability on the part of UOB to any of the winner whose Prize was forfeited) and shall be donated to the Community Chest or another charity. The winner whose Prize has been forfeited is not entitled to any compensation. UOB may, at any time without notice and without furnishing any reason and in its absolute discretion, withdraw or substitute the Prize with other items of similar value. UOB's determination of the substituted Prize shall be final, conclusive and binding.

5 Participation and Personal Data

- 5.1 By participating in the Draw, Participants agree to be bound by the rules, regulations and decisions of UOB, by the terms contained herein, and by any other applicable terms and conditions. Failure to comply with any of the foregoing will result in a disqualification for the Draw.
- 5.2 By participating in the Draw, the Participant is 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 Participant, conducting the Draw, announcing or publicizing the winner of the Draw (including having the Participant's photo taken/published), contacting the Participant regarding the foregoing, and all purposes and promotions incidental to the Draw.
- 5.3 If you do not wish to participate in the Draw, please kindly notify UOB of the same by letter to United Overseas Bank Limited, 480 Toa Payoh Lorong 6, #25-01 HDB Hub East Wing, Singapore 310480, and/or telephone at 1800-222 2121.

6 General

- 6.1 UOB shall not be responsible for any failure or delay in the transmission of card transactions or any late posting of transactions which may result in an Eligible Transaction made by a cardmember being omitted during the Qualifying Period.
- 6.2 UOB shall not be responsible for any loss whatsoever to any person in connection with this promotion howsoever arising, including any error in allocating chances or any notice which is misdirected or lost in the post.
- 6.3 UOB shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the products and/or services provided by third parties as part of the Prize. UOB shall not at any time be held liable for any loss, injury, damage, or harm suffered as a result of availing the products and/or services.
- 6.4 The winner consents to UOB using the name, identification/passport number, pictures/photographs of the winner and such other information for print advertisements or other publicity materials; and the winner agree to co-operate with UOB for its publicity purposes without any compensation whatsoever and in such manner as UOB deems fit.
- 6.5 UOB reserves the right at its reasonable discretion to unilaterally terminate the Draw or vary, delete or add to any of these terms and conditions from time to time, including, without limitation, the eligibility criteria, the basis of allocating the Draw chances, the number of Draw chances allocated, the date of the Draw, the Prizes for the Draw and the selection of the winner of the Draw. In the event of any inconsistency between these Terms & Conditions and any brochure, marketing or promotional material relating to the Draw, these Terms & Conditions shall prevail.
- 6.6 The Terms and Conditions are governed by the laws of Singapore, and all participants shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 6.7 The Draw is authorized under the Singapore Lucky Draw reference number LD/929.
- 6.8 A person who is not a party to any agreement governed by these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any terms of such agreement.