



Rose gold curves you can flaunt, that's haute

Every week from now till 19 Aug 2016,
receive a Franck Muller Cintrée Curvex, in rose gold,
when you're the week's top UOB Card spender on UOB Mighty and Apple Pay.



UOB 大华银行

RIGHT BY YOU



Terms and Conditions Governing UOB Mobile Pay 2016 Promotion (“Terms and Conditions”)

1. This UOB Mobile Pay 2016 Promotion (the “**Promotion**”) is only valid between 6 August 2016 and 19 August 2016, both dates inclusive (“**Promotion Period**”).
2. This Promotion is only applicable to principal holders of a United Overseas Bank Limited (“**UOB**”) MasterCard or Visa Credit Card issued by UOB in Singapore (“**Eligible Card**”); and whose Eligible Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion (collectively, “**Cardmembers**”).
3. Only Cardmembers who fulfill all the following conditions can be deemed “**Eligible Cardmembers**” who are eligible to receive the free Franck Muller Cintrée Curvex™ Collection worth S\$26,729 (“**Gift**”):
 - (i) be the Cardmember who successfully conducted the highest accumulated sum of Eligible Transactions on their Eligible Card account in one of the Weeks.

For the purposes of this Promotion:

“**Eligible Transactions**” refer to any contactless and/or in-app purchase transactions made using Apple Pay or Mighty Pay which are successfully charged to Cardmember’s Eligible Card account during the Promotion Period and are successfully captured/posted on UOB’s systems during the Promotion Period.

“**one of the Weeks**” means any one of the following periods during the Promotion Period:

- (i) 6 August to 12 August 2016; or
 - (ii) 13 August to 19 August 2016.
4. The Gift is not exchangeable for cash, credit, or benefit of any kind.
 5. The Gift is limited to **one (1)** per Eligible Cardmember, regardless of how many Eligible Card(s) he/she has. Only a total of two (2) Gifts will be awarded under this Promotion. The Gifts are awarded whilst stocks last.
 6. UOB will not be liable for any late transaction postings affecting any Cardmember’s eligibility to qualify for this Promotion.
 7. A notification letter (the “**Letter**”) notifying each Eligible Cardmember that she is eligible for the Gift will be mailed to the Eligible Cardmember (to his/her last known address based on UOB’s records) two (2) months after the end of the Promotion or by such other mode / form of communication and on such other date that UOB may decide on from time to time.
 8. The Letter will set out the details and procedures for the redemption of the Gift. The Eligible Cardmember must make the redemption within the stipulated timeline; otherwise, the Gift will be forfeited and deemed null and void. Selection of the Gift design is subject to availability, and whilst stocks last.
 9. UOB assumes no liability or responsibility and will not be liable or responsible for any failure or delay in the Eligible Cardmember’s receipt of the Letter or any Letter which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has

expired. Any Letter that has expired or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged is strictly non-replaceable and not exchangeable for cash or otherwise.

10. If any Gift remains un-redeemed by the stipulated timeline or if any Eligible Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB reserves the right to forfeit/reclaim the Gift and award 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/reclaimed Gift. Where the Gift was awarded to / redeemed by an Eligible Cardmember who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Eligible Cardmember a reimbursement for the value of the Gift.
11. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Gift with any other gift of equal or similar value selected by UOB.
12. UOB will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Gift 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 Gift or any goods or services redeemed under the Promotion.
13. 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.
14. The merchants, agents, suppliers or service providers may impose conditions for the redemption of the Gift, 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 Gift 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 without prior notice or giving any reason or being liable to any person. No correspondence appeal or claims will be entertained.
15. Participation in the Promotion is subject to these Terms and Conditions and the Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. The Cardmembers shall indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB in connection with any breach of these Terms and Conditions.
16. The prevailing terms and conditions under the UOB Cardmember Agreement ("**Standard Terms**") will continue to apply and be binding on the Cardmembers. Please visit uob.com.sg for the Standard Terms. In the event of any inconsistency between the Terms and Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency.
17. In the event of any inconsistency or discrepancies between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions will prevail.
18. UOB shall not be liable if it is unable to perform its obligations under these terms and conditions, due directly or indirectly, to the telecommunication authorities, to any machine or communication system to any merchant, or service provider or such other third party which maybe engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB.
19. UOB shall not be responsible:-

- (i) for any failure or delay in the transmission of the Eligible Transactions, purchase transactions or receipt of evidence of purchase transactions by acquiring merchants, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge made by the Cardmember being omitted (whether from being posted to the Cardmember's account and/or captured in UOB's system or otherwise) during the Promotion Period;
 - (ii) if the Cardmember's device is not eligible or compatible with Apple Pay or Mighty Pay or failed to communicate with the contactless reader during the purchase transaction;
 - (iii) if the purchase transaction is aborted or declined;
 - (iv) for any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Eligible Cards or being captured in UOB's system; or
 - (v) for any breakdown or malfunction in any computer system or equipment.
20. UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising. However, UOB will be liable for the Cardmember's direct loss to the extent such loss is caused directly by UOB's fraud, negligence or willful misconduct.
21. UOB's decision on all matters relating to this Promotion shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or enter into any correspondence with the Cardmember or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.
22. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not limited to varying the Promotion Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Cardmember, and all Cardmembers shall be bound by these amendments.
23. While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy.
24. 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 or enjoy the benefit of any term of such agreement.
25. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
