

## UOB Cards Cathay Pacific Luggage Giveaway 2016 Terms and Conditions

1. This UOB Cards Cathay Pacific Luggage Giveaway 2016 (“**Promotion**”) is valid only from 1 September 2016 to 20 September 2016, both dates inclusive (“**Promotion Period**”).
2. This Promotion is only applicable to all principal holder(s) (“**Cardmember(s)**”) of a United Overseas Bank Limited (“**UOB**”) consumer/personal credit and/or debit card issued in Singapore which is valid, subsisting and in UOB’s opinion and discretion, is in good standing and satisfactorily conducted (collectively “**Cards**” and each a “**Card**”). For the avoidance of doubt, Cards excludes all UOB corporate/business credit and/or debit card.
3. The following terms used in these Terms and Conditions are defined as follow:-

3.1 “**Eligible Transactions**” shall mean any online transaction(s) (whether local or overseas) with any of the following participating merchants, with the respective merchant transaction descriptions, and which are successfully carried out on and charged to the Cardmember’s Card account during the Promotion Period and successfully captured/posted on UOB’s systems during the Promotion Period:

<u>Participating Merchant<sup>^</sup></u>	<u>Merchant Transaction Description<sup>#</sup></u>
Cathay Pacific	- CATHAY*

\*The merchant transaction description must contain these words.

<sup>^</sup>This list of Participating Merchants is not exhaustive and may be revised, amended or varied at UOB’s discretion.

<sup>#</sup>Merchant Transaction Description is a name or description assigned by the respective merchant’s acquiring bank to differentiate merchants, and it is the responsibility of the particular acquiring bank to assign the correct Merchant Transaction Description. UOB shall not be held responsible for such discrepancies which are beyond the reasonable control of UOB.

3.2 “**Airline MCC**” shall mean airlines establishments registered under the following merchant category code: 3000, 3001, 3004, 3005, 3006, 3007, 3008, 3009, 3010, 3011, 3012, 3013, 3014, 3015, 3016, 3017, 3019, 3020, 3022, 3023, 3024, 3025, 3026, 3028, 3029, 3030, 3031, 3032, 3034, 3035, 3037, 3038, 3039, 3040, 3042, 3043, 3044, 3047, 3048, 3049, 3050, 3051, 3052, 3058, 3060, 3061, 3063, 3064, 3066, 3068, 3072, 3075, 3076, 3077, 3078, 3079, 3082, 3083, 3084, 3085, 3089, 3090, 3097, 3098, 3099, 3100, 3102, 3103, 3111, 3112, 3127, 3131, 3132, 3136, 3144, 3146, 3161, 3174, 3175, 3177, 3178, 3180, 3181, 3182, 3183, 3184, 3187, 3190, 3193, 3196, 3206, 3211, 3213, 3217, 3219, 3226, 3234, 3236, 3245, 3246, 3247, 3248, 3256, 3260, 3261, 3266, 3280, 3286, 3292, 3294, 3295, 3296, 3298, 3299 and 4511.

4. Cardmembers who fulfil all the following conditions within the Promotion Period (“**Eligible Cardmembers**”) shall be eligible for a 25” 8-wheeler hardcase luggage (“**Luggage**”):

4.1 be the first 300 Cardmembers to register for this Promotion via Electronic Short Message Service by keying in “CX<space>15 or 16-digit UOB Credit/Debit Card number” and sending it to 77862 with his/her last known registered mobile number with UOB (“**SMS**”); AND

4.2 have incurred Eligible Transactions under Airline MCC up to an **accumulated amount of S\$3,800**.

5. For the avoidance of doubt, the benefit of all Eligible Transactions under Airline MCC incurred by a supplementary holder of a Card shall accrue to the Cardmember and the termination of the supplementary holder's Card account will not by itself disqualify the Cardmember from this Promotion.
6. Each Eligible Cardmember can only be qualified with a maximum of one Luggage. For avoidance of doubt, this Promotion is not valid in conjunction with UOB Cards Online Travel Frenzy Luggage Giveaway 2016.
7. UOB must have received the said SMS during the Promotion Period. All registrations in respect of this Promotion must be done via SMS by the Cardmember with his/ her last known registered mobile number with UOB. Only SMSes received by UOB will be considered for this Promotion. **Any incomplete or inaccurate SMS registration will not be considered and consequently be disqualified.**
8. UOB will not be liable for any late transaction postings affecting any Cardmember's eligibility to qualify for this Promotion.
9. 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 in any manner whatsoever for the delay in the transmission or receipt of any SMS.
10. 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 this Promotion and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Cardmembers. The Cardmembers 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 this Promotion.

Eligible Transactions charged in foreign currencies shall be converted into Singapore Dollars based on UOB's then prevailing exchange rate. Conversion and/or transaction fees and charges do not go towards amounts incurred as Eligible Transactions.
11. Limited to one Luggage per Eligible Cardmember.
12. This Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
13. Luggage is awarded to Eligible Cardmember on a first come first served basis determined by the time and date of the SMS, to be determined at UOB's discretion. .
14. A notification letter (the "**Letter**") notifying each Eligible Cardmember that he / she has qualified for the Luggage will be mailed to the Eligible Cardmember (to his/her last known address based on UOB's records) 3 months after the end of this Promotion or by such other mode / form of communication and on such other date that UOB may decide on from time to time.
15. 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.

16. If any Luggage remains un-redeemed by the stipulated timeline or if any Eligible Cardmember is subsequently discovered to be ineligible or not entitled to participate in this Promotion, UOB reserves the right to forfeit/reclaim the Luggage; award or dispose of the Luggage in such manner and to such persons as UOB deems fit; and/or claim from the Eligible Cardmember or deduct from the Eligible Cardmember's account, a reimbursement sum 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 Luggage.
17. The Luggage is not transferable or exchangeable in part or in kind for cash, credit or other goods and services. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Luggage with any other gift of equal or similar value selected by UOB.
18. UOB will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Luggage or any goods or services redeemed/claimed under this Promotion, or the acts or defaults of the merchant, agent, supplier or service provider of the Luggage or any goods or services redeemed under this Promotion.
19. 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.
20. The merchants, agents, suppliers or service providers may impose conditions for the redemption of the Luggage or goods or services. This Promotion is subject to UOB Online Privileges' Terms and Conditions and the respective participating merchants', agents', suppliers' or service providers' terms and conditions.
21. Participation in this Promotion is subject to these Terms and Conditions and the Cardmembers are deemed to have accepted these Terms and Conditions when they participate in this 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.
22. 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](http://uob.com.sg) for the Standard Terms. 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.
23. In the event of any inconsistency or discrepancies between these Terms and Conditions and any brochure, marketing or promotional material relating to this Promotion, these Terms and Conditions will prevail.
24. 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 this Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB.

25. UOB shall not be responsible for:-

- (a) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale 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;
- (b) for any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Cards or being captured in UOB's system; or
- (c) for any breakdown or malfunction in any computer system or equipment.

26. UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with this 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.

27. 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.

28. 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 this 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 termination, determinations, amendments, additions, subtractions or variations.

29. 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.

30. 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.

31. 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.

United Overseas Bank Limited Co. Reg. No. 193500026Z