

**TERMS AND CONDITIONS GOVERNING THE “UOB-SPC APRIL 2017” PROMOTION****1 Definitions**

- 1.1 **“Bank”** or **“UOB”** means United Overseas Bank Limited
- 1.2 **“Eligible Cardmembers”** means all Principal Cardmembers and Supplementary Cardmembers holding a personal UOB debit or credit card issued in Singapore (collectively referred to as **“Cards”** and each a **“Card”**) which is valid, subsisting, in good standing and satisfactorily conducted, as determined by UOB at its discretion. For avoidance of doubt, all commercial and business debit and credit cards are excluded from this Promotion.
- 1.4. **“Eligible Transaction”** means a retail transaction for the purchase of goods and/or services at SPC service stations in Singapore which is successfully carried out and charged in Singapore Dollars to Eligible Cardmember’s Card account during the Promotion Period and is successfully captured/ posted in UOB’s systems under the merchant category code 5541 during the Promotion Period. Eligible Transactions exclude transactions for payments under Instalment Payment Plans, interests, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, transactions which were subsequently cancelled, voided or reversed for any reason and such other transactions as may be excluded from UOB time to time.
- 1.5. **“Promotion”** refers to this UOB-SPC April 2017 Promotion.
- 1.6. **“Promotion Period”** means the period commencing from 0000hrs on 3 April 2017 to 2359hrs on 17 May 2017(both dates inclusive).
- 1.7. **“SPC”** means Singapore Petroleum Company Limited.

**2. Promotion**

- 2.1 The Promotion is open to all Eligible Cardmembers subject to the terms and conditions herein.
- 2.2 Subject to the fulfilment of the conditions set out below, Eligible Cardmembers shall be entitled to:
- (a) redeem 30” golf umbrella; and/or
  - (b) stand a chance to win a lucky draw prize.

**3. Eligibility**

- 3.1 The following persons are not eligible for the Promotion:
- (a) Eligible Cardmembers whose UOB credit and/or debit accounts is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime during the Promotion Period;
  - (b) Persons who are or become mentally incapacitated, deceased, insolvent or have legal proceedings of any nature instituted against them; and
  - (c) Persons whose UOB credit and/or debit card accounts are not active, valid, subsisting or in good standing or which are otherwise determined by UOB in

its absolute discretion as being delinquent or unsatisfactorily conducted for any reason as may be determined by UOB at its discretion.

- 3.2 UOB reserves the right to determine at its discretion the eligibility of cardmembers and/or persons for this Promotion. The decisions of UOB on all such matters relating to the eligibility of any such cardmembers and/or persons are final, conclusive and binding, and UOB is not obliged to give any reason or prior notice.

#### **4. Gift Redemption**

- 4.1 One (1) redemption card will be awarded to an Eligible Cardmember with a minimum S\$60 nett spend charged to his/her Card in a single Eligible Transaction at SPC during the Promotion Period.
- 4.2 Eligible Cardmembers will be entitled to redeem one (1) 30" golf umbrella ("**Gift**") upon presenting three (3) valid redemption cards at any SPC service stations in Singapore.
- 4.3 The redemption card will be issued by any SPC service stations in Singapore, while stocks last. A valid redemption card requires the Eligible Cardmember's name and NRIC details to be completed.
- 4.4 Redemption will be limited to first 40,000 redemptions at any SPC service stations. Each SPC service station will have a limited quantity of Gifts. The Gift is available on a first come first served basis, whilst stocks last. Redemption period starts from 13 April 2017 to 31 May 2017.
- 4.5 UOB reserves the right to vary or substitute the Gift with other items of similar or equal value at any time without having to give any notice or provide any explanation.
- 4.6 The Gift is not exchangeable for cash, credit or kind, in full or in part, and is not replaceable if lost, damaged or stolen.

#### **5. The "Lucky Draw" to win S\$500 worth of SPC Vouchers**

- 5.1 Only Eligible Cardmember who is a holder of principal Card ("**Eligible Principal Cardmember**") is eligible for the lucky draw.
- 5.2 One (1) lucky draw chance will be awarded to an Eligible Principal Cardmember with a minimum S\$60 nett spend charged to his/her Card in a single Eligible Transaction during the Promotion Period.

For the avoidance of doubt, Eligible Transactions made by a holder of a supplementary Card will accrue to the respective Eligible Principal Cardmember and will form part of the Eligible Principal Cardmember's Eligible Transactions. The holder of the supplementary Card is not personally eligible for the lucky draw under this Promotion.

- 5.3 All Eligible Transactions must be posted and captured in UOB's system during the Promotion Period in order to qualify for the Promotion.
- 5.4 UOB is not responsible to ensure that the Eligible Transactions are posted promptly and shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by MasterCard/Visa/AMEX/CUP/JCB, acquiring merchants, merchant establishments, postal or telecommunication authorities or any other party(s) which may result in a Eligible Transaction charged by the Eligible Principal Cardmember(s) and/or his/her supplementary cardmembers being omitted from the allocation of chances by UOB during Promotion Period.
- 5.5 UOB maintains the right, at its absolute discretion, to effect any adjustments, forfeitures or disqualification of the chances allocated for the lucky draw under the Promotion. UOB's transaction records of all matters relating to the Promotion including but not limited to the total number of chances allotted to an Eligible Principal Cardmember shall be final and conclusive and binding on the Eligible Principal Cardmember. No appeal, correspondence or claims will be entertained.

Conduct of Draw

- 5.6 The lucky draw will be conducted three (3) weeks after the expiry of the Promotion Period using an electronic system at 480 Toa Payoh Lorong 6, #25-00 HDB Hub East Wing, Atrium, Singapore 310480 or on such other date, time and venue as UOB may determine at its discretion, without prior notice.
- 5.7 The lucky draw will be conducted in the presence of an external auditor of UOB.
- 5.8 The winner(s) of the lucky draw will be drawn at random. There will be a total of ten (10) winners for the lucky draw.
- 5.9 UOB reserves the right to draw reserve winners to substitute any winner subsequently found to be ineligible or disqualified. UOB's determination of the winner(s) shall be final, conclusive and binding.
- 5.10 Each winner will receive S\$500 worth of SPC vouchers (the "**Prize**"). SPC may impose terms and conditions on the use of the Prize. The Prize is subject to the terms and conditions accompanying them.
- 5.11 There is no limit to the number of lucky draw chances available to each Eligible Principal Cardmember but each Eligible Cardmember cannot be a winner more than once, and each winner cannot win more than one Prize.
- 5.12 An illustration on how an Eligible Principal Cardmember achieves the Eligible Transaction is as follows:

Illustration based on gross petrol purchase of S\$75.00		
SPC&U Card discount	10% discount	S\$7.50
Bank discount	5% discount	S\$3.75

UOB Card: S\$3 off petrol discount for every S\$60 gross spend	5% discount <sup>†</sup>	S\$3.00
<b>Total savings</b>		<b>S\$14.25</b>
<b>Total nett charged amount</b>		<b>S\$75.00 - S\$14.25 = S\$60.75</b>

<sup>†</sup>\$3 off is only applicable with every gross S\$60 spend (or S\$51 nett after all station discount and/or coupons are deducted from the gross amount), for payment made with UOB MasterCard or Visa Credit/Debit Cards only. Valid till 30 June 2017.

Visit [www.uob.com.sg/fuelpowerspc](http://www.uob.com.sg/fuelpowerspc) for full terms and conditions on discounts at SPC.

- 5.13 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.
- 5.14 The Prize is not exchangeable for cash or otherwise, in full or in part. Any unused portion of the Prize cannot be retained or refunded in cash, credit, other gifts or otherwise in full or in part.

#### *Notification and Award of Prize*

- 5.15 All winners will be notified by a written letter sent by registered mail to the winner's last known address in UOB's records three months after the Promotion Period. This letter will also set out the terms and conditions for, and instructions on claiming the Prize. The Bank does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the receipt of the notification letter or for any notification letter which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged in the post or which has expired. .
- 5.16 All Prizes which remain unclaimed two (2) months after the collection due date stated on the letter will be forfeited (with no liability on the part of UOB to any of the winner(s) whose Prize was forfeited) and shall be donated to the Community Chest or to such other charity as may be determined by UOB. The winner(s) whose Prize has been forfeited is not entitled to any compensation.
- 5.17 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.

## **6 Participation and Personal Data**

- 6.1 By participating in the Promotion, the Eligible Cardmembers 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 Promotion.

- 6.2 By participating in the Promotion, the Eligible Cardmembers 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 Eligible Cardmembers, conducting the lucky draw, announcing/publicity of the winners of the lucky draw (including having the Eligible Cardmember's photo and video taken/published), contacting the Eligible Cardmember regarding the foregoing, and all purposes and promotions incidental to the Promotion. An Eligible Cardmember who withdraws his/her consent to collection, use and disclosure of his/her personal data under this paragraph shall be disqualified from the Promotion.
- 6.3 If you do not wish to participate in the Promotion please kindly notify UOB of the same at UOB Call Centre Hotline 1800 222 2121.
- 6.4 The lucky draw 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.

## **7 General**

- 7.1 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement and UOB Debit Cardmember Agreement (the "**Standard Terms**") will continue to apply and be binding on the Eligible Cardmembers. Please visit [uob.com.sg](http://uob.com.sg) for the UOB Singapore Standard Terms. In the event of any inconsistency between these terms and conditions and the Standard Terms, these terms and conditions shall prevail insofar as it relates to the Promotion.
- 7.2 In the event of any inconsistency or discrepancies between these terms and conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, these terms and conditions will prevail.
- 7.3 If any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Gift and/or the Prize, UOB reserves the right to forfeit/reclaim the Gift and/or the Prize at UOB's discretion and confer the same on any other person as may be selected by UOB in any manner as UOB may deem fit at its absolute discretion and which said person shall then be the winner of the Prize.
- 7.4 UOB shall not be responsible or liable for any loss whatsoever to any person in connection with this Promotion howsoever arising, including any error in allocating chances or any notice or Prize which is misdirected or lost in the post.
- 7.5 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 Gift and/or 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.

- 7.6 UOB assumes no liability or responsibility for the acts or defaults of the merchant or defects in the Prizes, Gifts or goods and services offered in the Promotion. UOB is not an agent of the manufacturer, merchants and/or suppliers. Any dispute about the quality or service standard must be resolved directly with the respective manufacturer, merchants and/or suppliers. Hence, all enquiries and redemptions regarding the Promotion, the Prizes and/ or the Gifts should be directed to the respective merchants.
- 7.7 UOB assumes no liability or responsibility for any defects, quality, merchantability, the fitness or any other aspect of Gifts, Prizes or the goods or services offered or the acts or defaults of the manufacturer, merchant and/or suppliers of the Prizes, the Gifts or the goods and services offered 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, including, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection with the Promotion or arising from or in connection with the Promotion, howsoever arising.
- 7.8 The winner(s) consents to UOB using the name, identification/passport number, pictures/photographs of the winner(s) and such other information for print advertisements or other publicity materials; and the winner(s) agree to co-operate with UOB for its publicity purposes without any compensation whatsoever and in such manner as UOB deems fit.
- 7.9 UOB reserves the right at its reasonable discretion to unilaterally terminate the Promotion or vary, delete or add to any of these Terms and Conditions from time to time . In any even of any inconsistency between these Terms & Conditions any brochure, marketing or promotional material relating to the Promotion, these Terms and Conditions shall prevail.
- 7.10 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. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Promotion, these terms and conditions shall prevail.
- 7.11 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.
- 7.12 The Draw is authorized under the Singapore Lucky Draw reference number 1462/2015.
- 7.13 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.