

**UOB UnionPay 8% Usage Promotion Terms and Conditions ("Terms and Conditions")****1. Definitions:**

- 1.1 **"Eligible Card"** refers to a United Overseas Bank Limited ("**UOB**") UnionPay card which account is active, valid, subsisting, in good standing and satisfactorily conducted as may be determined by UOB at its discretion.
- 1.2 **"Eligible Transaction"** refers to retail transactions made locally which are successfully carried out on and charged to the Cardmember's Eligible Card account during the relevant Qualifying Period and which are successfully captured/posted on UOB's systems during the relevant Qualifying Period, but shall exclude the Excluded Transactions.
- For the avoidance of doubt, the retail transactions performed by a supplementary cardholder will not accrue to the respective principal cardholder for the purposes of this Promotion, and will not form part of the Eligible Transactions.
- 1.3 **"Excluded Transactions"** shall mean (i) cash advances, late payment, personal loan, balance and/or funds transfer, SmartPay, payments at government agencies, utilities bill payments, fees, chargebacks, interests, reversals, interest charges and any finance charges made by the Cardmember using the Eligible Card; (ii) balances owing on the Eligible Card accounts accruing from months that do not fall within the relevant Qualifying Period ; (iii) transactions relating to top-ups of any pre-paid card and brokerage/securities; (iv) any transaction that was subsequently cancelled, voided or reversed for any reason; and/or (v) such other categories of transactions which UOB may exclude from time to time without notice or giving reasons. UOB reserves the right, at any time at its discretion, to amend or vary this list without any reasons, prior notification and/or assuming any liability to any party and shall not be liable to pay any compensation or enter into any correspondence in connection with the same.
- 1.4 **"Rebates"** refer to the 6% Supermarket Rebate, 6% Shopping Rebate and 6% Dining Rebate collectively, and **"Rebate"** refers to each or any of them.

**2. Qualifying Periods and Rebates awarded**

- 2.1 This UOB UnionPay 8% Usage Promotion ("**Promotion**") is only valid during the period from 1 October 2017 to 31 December 2017 (both dates inclusive) ("**Promotion Period**") and is open to persons who are principal holders of an Eligible Card ("**Cardmembers**").
- 2.2 In this Promotion, there are following qualifying periods:
- (i) 1 – 31 October 2017;
  - (ii) 1 – 30 November 2017; and
  - (iii) 1 – 31 December 2017,
- (each a "**Qualifying Period**", and collectively the "**Qualifying Periods**").

**1 – 31 October 2017 Qualifying Period**

- 2.3 The first two thousand (2000) Cardmembers who fulfil all of the following conditions in the Qualifying Period from 1 - 31 October 2017, shall be entitled to a 6% rebate on their local dining transactions ("**6% Dining Rebate**"):
- (i) successfully registered themselves to participate in the Promotion by sending a Short Message Service ("**SMS**") in the following format "UPI8<space>NRIC Number" to 77862 with their last known registered mobile number with UOB ("**SMS Registration**"); and
  - (ii) incur at least one Eligible Transaction with a merchant establishment which is registered under any one of the following Merchant Category Codes ("**MCC**"):  
5812, or 5814.
- 2.4 (a) The 6% Dining Rebate is calculated based on the total amount of the Eligible Transactions with merchant establishments registered under any one of the above MCCs ("**local dining transactions**") incurred by the Cardmember during this Qualifying Period, and will be credited into the Cardmember's Eligible Card account by 31 December 2017.

(b) This 6% Dining Rebate is in addition to the prevailing cash rebates earned under the UOB UnionPay Card Terms and Conditions.

(c) This 6% Dining Rebate is capped at S\$20 per Cardmember and is limited the first 2000 Cardmembers who fulfilled all the conditions listed in clause 2.3.

### **1 – 30 November 2017 Qualifying Period**

- 2.5 The first two thousand (2000) Cardmembers who fulfil all of the following conditions in the Qualifying Period from 1 – 30 November 2017, shall be entitled to a 6% rebate on their local shopping transactions ("**6% Shopping Rebate**") :
- (i) successfully registered themselves to participate in the Promotion by sending a SMS Registration (provided that Cardmembers who have already submitted a SMS Registration before this Qualifying Period need not submit another SMS Registration) ; and
  - (ii) incur at least **one** Eligible Transaction with a merchant establishment which is registered under any one of the following MCCs:  
 5311, 5611, 5621, 5631, 5641, 5651, 5661, 5691, 5699, 5944, 5945, 5947, 5948, 5949, 5970, 5992, or 5999.
- 2.6 (a) The 6% Shopping Rebate is calculated based on the total amount of the Eligible Transactions with merchant establishments registered under any one of the above MCCs ("**local shopping transactions**") incurred by the Cardmember during this Qualifying Period, and will be credited into the Cardmember's Eligible Card account by 30 January 2018.
- (b) This 6% Shopping Rebate is in addition to the prevailing cash rebates earned under the UOB UnionPay Card Terms and Conditions.
- (c) This 6% Shopping Rebate is capped at S\$20 per Cardmember and is limited the first 2000 Cardmembers who fulfilled all the conditions listed in clause 2.5.

### **1 – 31 December 2017 Qualifying Period**

- 2.7 The first two thousand (2000) Cardmembers who fulfil all of the following conditions in the Qualifying Period from 1 – 31 December 2017, shall be entitled to a 6% rebate on their local supermarket transactions ("**6% Supermarket Rebate**") :
- (i) successfully registered themselves to participate in the Promotion by sending a SMS Registration (provided that Cardmembers who have already submitted a SMS Registration before this Qualifying Period need not submit another SMS Registration); and
  - (ii) incur at least **one** Eligible Transaction with a merchant establishment which is registered under any one of the following MCCs :  
 5411, or 5499
- 2.8 (a) The 6% Supermarket Rebate is calculated based on the total amount of the Eligible Transactions with merchant establishments registered under any one of the above MCCs ("**local supermarket transactions**") incurred by the Cardmember during this Qualifying Period, and will be credited into the Cardmember's Eligible Card account by 28 February 2018.
- (d) This 6% Supermarket Rebate is in addition to the prevailing cash rebates earned under the UOB UnionPay Card Terms and Conditions.
- (e) This 6% Supermarket Rebate is capped at S\$20 per Cardmember and is limited the first 2000 Cardmembers who fulfilled all the conditions listed in clause 2.7.

## **3. Eligibility**

- 3.1 Without limiting the generality of the above, the following Cardmembers shall not be eligible for the Promotion:-
- (a) Cardmembers whose Eligible Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period and for the avoidance of doubt, termination of a supplementary cardholder's Eligible Card account will not by itself disqualify the principal cardholder of the Eligible Card from participating in the Promotion;

- (b) Cardmembers whose Eligible Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined by UOB as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its discretion;
  - (c) Cardmembers who are mentally unsound, facing legal incapacity or is incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
  - (d) Anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.
- 3.2 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine:-
- (a) the eligibility and/or ineligibility of any Cardmember for the Promotion and whether he/she is entitled to the Rebates;
  - (b) the Promotion Period; and/or
  - (c) whether an Eligible Card and/or Cardmember qualifies for this Promotion, and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons thereof and shall not be obliged to make any payment or compensation whatsoever to any Cardmembers rendered ineligible for participation in the Promotion.
- 3.3 The Rebates are neither transferrable nor exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB reserves the right to replace the Rebate with another item of similar value without giving any reason or prior notice or assuming any liability to any person.
- 3.4 Notwithstanding anything to the contrary, UOB reserves the right to select substitute Cardmembers to substitute an initial Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 3.5 UOB is not responsible for any failure or delay in the transmission of transactions by any party including but not limited to acquiring merchants, merchant establishments.
- 3.6 In the event that any Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Rebate, UOB reserves the right to forfeit/reclaim the Rebate 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 Rebate. Where the Rebate has been awarded to or utilized by the Cardmember who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Cardmember a reimbursement for the value of the Rebate.
- 3.7 UOB has the right, at any time and from time to time in its discretion and without giving prior notice, vary the value of the Rebate; or substitute or replace the Rebate with another item of similar value, without giving any reason or assuming any liability or payment of compensation to any person. UOB's determination of such variation, substitution or replacement shall be final, conclusive and binding.
- 3.8 Any Cardmember whose Rebate has been forfeited, reclaimed, revoked or suspended shall not be entitled to any payment or compensation notwithstanding non-receipt of the Additional Cash Rebate.
- 4. SMS Registration**
- 4.1 The Cardmember will receive a confirmation SMS from the Bank once he/she completes the SMS Registration.
- 4.2 All SMS Registrations for the Promotion must be done via SMS by the Cardmember in the format set out in these Terms and Conditions. Any incomplete or inaccurate SMS Registration will not be considered and

will be disqualified. For the avoidance of doubt, each Cardmember is entitled to register only once to participate in the Promotion regardless of the number of Eligible Cards that he/ she may have.

4.3 SMS Registration starts from 0000 hours on 1 October 2017 and ends on 2359 hours on 31 December 2017, Singapore date/time and both dates and times. SMS Registrations received by the Bank before 0000 hours on 1 October 2017 and after 2359 hours on 31 December 2017 will not be eligible for the Promotion and will be considered invalid and void.

4.4 Sending of the SMS and receipt of 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 for any undelivered, lost or delayed SMS sent and/or received by the Cardmember. The Cardmember 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.

## **5. General**

5.1 UOB shall not be responsible or liable:-

- (a) for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider or such other third party which may be engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
- (b) for any failure or delay in the transmission or receipt of evidence of bill / sale transactions by merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Cardmember being omitted from being posted to the Cardmember's Eligible Card account and/or captured in UOB's system during the Promotional Period;
- (c) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
- (d) for any breakdown or malfunction in any computer system or equipment; or
- (e) for the acts of the SMS vendor, independent telecommunication authorities or service provider or such other third parties which are 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; or
- (f) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered.

5.2 Notwithstanding anything in these Terms and Conditions, UOB may, at any time and from time to time, vary, modify, add and/or delete any of these Terms and Conditions, including but not limited to, terminating or withdrawing the Promotion or amending the duration of the Promotion, or the Promotion Period, or the eligibility criteria, without giving any reason, prior notice and/or assuming any liability to any party and UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same and all Cardmembers shall be bound by these variations, modifications, additions and/or deletions. UOB's determination of all matters in connection with the Promotion, Cash Rebate shall be final, binding and conclusive.

5.3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. UOB's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB to any person (including the Cardmember). UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to the Promotion, of its decision and no appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of the Promotion and/or to receive the Rebate.

- 5.4 All information is correct at the time of publishing and UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy. In the event of any inconsistency or discrepancies between these Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 5.5 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement ("**Standard Terms**") (available at [www.uob.com.sg/personal/cards/credit/tnc.html](http://www.uob.com.sg/personal/cards/credit/tnc.html)) will continue to be binding on all Cardmembers.. Cardmembers will be subjected accordingly to the prevailing Standard Terms. Participation in the Promotion is subject to these Terms and Conditions herein. Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. 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.
- 5.6 A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these Terms and Conditions.
- 5.7 These Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 5.8 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

*Published on 1 October 2017*

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