

Terms & Conditions for the UOB YOLO – Free Grab Rides Promotion (“Promotion”):

1. Definitions

The following terms used in these Terms and Conditions are defined as follows:-

- (a) **“Card Transaction(s)”** means the transaction(s) successfully carried out and charged to the account of the Eligible Card by the Eligible Cardmember, and which are successfully captured or posted on the UOB’s systems during the respective Spend Period or, where applicable, Qualifying Period.
- (b) **“Dining Card Transaction(s)”** refers means the Card Transaction(s) made at food and beverage (“F&B”) establishments with the exclusion of Card Transactions made at bakeries, caterers and F&B spending at establishments that does not have F&B as its main business activity such as hotels and supermarkets.
- (c) **“Eligible Card”** refers to the UOB YOLO card issued by UOB in Singapore.
- (d) **“Entertainment Card Transaction(s)”** means the Card Transaction(s) made at cinemas located in Singapore, bars, taverns, lounges, nightclubs as well as selected ticketing servicing provider(s).
- (e) **“Promotion Period”** refers to the period between 03 April 2017 to 31 December 2017 (both dates inclusive).
- (f) **“Qualifying Period”** refers to Weekends within the Promotion Period.
- (g) **“Ride”** refers to the Qualified Customer’s ride using JustGrab, GrabShare, Standard Taxi, GrabCar, GrabCar Premium, GrabFamily, 6-seater Economy or 6 Seater Premium.
- (h) **“Spend Period”** in respect of each Eligible Cardmember (or Qualified Cardmember) refers to a Weekday.
- (i) **“Terms and Conditions”** refers to the terms and condition of the Promotion.
- (j) **“UOB”** means United Overseas Bank Limited
- (k) **“Weekday”** means 0000 Hour on Monday to 2359 Hour on Friday (Singapore Time) ((both days and time inclusive) within the Promotion Period.
- (l) **“Weekend”** means 0000 Hour on Saturday to 2359 Hour on Sunday (Singapore Time) (both days and time inclusive) within the Promotion Period.

2. Eligibility

- 2.1 The “*UOB YOLO – Free Grab Rides*” (“**Promotion**”) is only open to all cardholders of an Eligible Card (collectively “**Eligible Cardmembers**” and each an “**Eligible Cardmember**”).
- 2.2 Without limiting the generality of Paragraph 2.1 above, the following persons are not eligible to take part in the Promotion:

- (a) Eligible Cardmembers whose Eligible Card account is not active, not valid, not subsisting or not 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;
- (b) Eligible Cardmembers whose Eligible Card account is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime and for the avoidance of doubt, termination of a supplementary holder's Eligible Card account(s) will not by itself disqualify the applicable Eligible Cardmember from participating in the Promotion;
- (c) Eligible Cardmembers who are or have become mentally incapacitated, deceased, insolvent, bankrupt or have (or any threat of) legal proceedings of any nature instituted against them or faces legal incapacity or is incapable of handling their affairs; and/or
- (d) Eligible Cardmembers who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time.

2.3 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and without having to give any prior notice or any reason and from time to time to determine:-

- (a) the eligibility and/or ineligibility of any Eligible Cardmember for the Promotion and whether the Qualified Cardmember is entitled to the Award;
- (b) when to terminate the Promotion; and/or
- (c) whether an Eligible Card is valid and/or an Eligible Transaction qualifies for the Promotion,

and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons or prior notice thereof and shall not be obliged to make any payment or compensation whatsoever to any Eligible Cardmembers rendered ineligible for participation in the Promotion.

3. **The Award**

- 3.1. (a) Eligible Cardmembers who fulfill all of the following conditions (each a “**Qualified Cardmember**”, collectively “**Qualified Cardmembers**”) will each be entitled to up to S\$10.00 off on that Qualified Cardmember's Ride that is referred to in Paragraph 3.1(a)(iii) below (“**the Award**”):-
 - (i) firstly, makes at least one (1) Dining Card Transaction(s) or Entertainment Card Transaction(s) with his/her Eligible Card during the Spend Period;
 - (ii) secondly, has registered the Eligible Card on GrabPay – please refer to uob.com.sg/yolo on the steps to register the Eligible Card on GrabPay; and
 - (iii) thirdly, are the first two hundred (200) Eligible Cardmembers within a Qualifying Period (occurring either on the Saturday or Sunday in the Weekend immediately following the Spend Period referred to in Paragraph 3.1(a)(i) above) to make a Card Transaction(s) via GrabPay using his/her Eligible Card to pay for his/her Ride at Grab.

- (b) All Dining Card Transaction(s) or Entertainment Card Transaction(s) must be charged to one (1) Eligible Card account of the Eligible Cardmember. UOB is not responsible for any failure or delay in the transmission of the Eligible Transaction(s) by any party including, but not limited to, acquiring merchants, merchant establishments, or any telecommunication provider.
 - (c) If a Dining Card Transaction(s) or Entertainment Card Transaction(s) is cancelled or reversed after the applicable Spend Period is over, or fails to meet any of the conditions in Paragraph 3.1(a) above, the Qualified Cardmember will be disqualified for the Award.
- 3.2. For the avoidance of doubt, the total number of Qualified Cardmembers under the Promotion is limited to two hundred (200) each Weekend and each Qualified Cardmember who has enjoyed the Award for a Weekend shall not be eligible to enjoy another Award during that same Weekend. The Award is given on a “*first come, first served*” basis. Notwithstanding anything to the contrary,-
- (a) if the total cost of the Ride is less than S\$10.00, the Bank is not liable to any party to pay the difference between S\$10.00 and the cost of the Ride to any party; and
 - (b) if the total cost of the Ride is more than S\$10.00, the Bank is not liable to any party to pay any amount in excess of S\$10.00 and the Qualified Cardmember shall be liable to pay the amounts in excess of S\$10.00.
- 3.3. The Award is given in the form of rebate via a promo code and the promo code that is available on uob.com.sg/yolo. To enjoy the Award, the Qualified Cardmembers has to apply/key in that applicable promo code on the Grab app at the time of the booking of the Ride referred to in Paragraph 3.1(a)(iii) above.
- 3.4. The Award cannot be used in conjunction with other offers and promo codes.
- 3.5. In the event that:-
- (a) there is any error or mistake in the calculation of the Card Transaction(s), the Dining Card Transaction(s) or the Entertainment Card Transaction(s) or crediting of the Award;
 - (b) the Eligible Card account of any Qualified Cardmember or any Eligible Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion;
 - (c) there are credit balances in the Eligible Card account of any Qualified Cardmember arising out of (but not limited to) the failure of the Dining Card Transaction(s), or where applicable, the Entertainment Card Transaction(s), returned goods or services under that transaction, billings disputes;
 - (d) the Eligible Card account is closed or terminated within nine (9) months from the date the Eligible Card account was opened;
 - (e) any person, Eligible Cardmember or Qualified Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Award or is disqualified for the Award;
 - (f) the Qualified Cardmember is subsequently found not have incurred the Dining Card Transaction(s) or, where applicable, the Entertainment Card Transaction(s);
 - (g) the Qualified Cardmember is subsequently found not have used the Eligible Card via GrabPay to pay for the Ride referred to in Paragraph 3.1(a)(iii) above; or
 - (h) any other situation that UOB deems fit,
- then UOB is entitled at its sole and absolute discretion, and at any time without liability or prior notice or having to give any reason and via any method:-

- (i) to amend, correct or adjust the calculation of the Award;
- (ii) to suspend, revoke, or forfeit the crediting or, where applicable, utilisation of the Award (or any part thereof); or
- (iii) where the Award has been credited or, where applicable, utilised, to reclaim the Award (or any part thereof) without any liability on the part of UOB.

No person shall be entitled to and UOB shall not be liable for any payment or compensation (whether in cash, credit or kind) whatsoever arising from the above and no person shall be entitled to such payment.

- 3.6 In the event that the Eligible Card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever before the applicable Award is applied or utilised, such Award shall be forfeited and the Qualified Cardmember shall not be entitled to any compensation or payment whatsoever.
- 3.7 UOB has the right, at any time and from time to time in its discretion and without prior notice, giving any reason or assuming any liability or payment of compensation to any person, to vary replace or substitute the Award. UOB's determination shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained. UOB will not be liable for any late transaction postings affecting any person's eligibility to qualify for the Award. The Award is not exchangeable for cash, credit or other goods and services whether in full or in part and they are not refundable or replaceable.
- 3.8 UOB does not assume any liability or responsibility for and will not be liable or responsible for any defect, quality, merchantability, the fitness or any other aspect of the Award or the goods or services offered or the acts or defaults of Grab, the manufacturer, merchant, organisers and/or suppliers of the Award or for defects or deficiency in the goods or services offered in the Promotion or via the Award. UOB is not an agent or principal of Grab, the manufacturer, merchant, organisers and/or suppliers. Any dispute about the quality or service standard must be resolved directly with Grab, the manufacturer, merchant, organisers and/or suppliers. Grab, the manufacturer, merchant and/or suppliers of the goods or services or the Award offered in the Promotion may impose conditions for redemption and use of the Award, the goods or services offered in the Promotion. UOB does not assume any liability or responsibility for and will not be liable or responsible for any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the redemption or usage of the Award or the goods and services offered in 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 and/or the Award and/or use of the goods or services or privileges offered in connection with the Promotion or arising from or in connection with the Promotion, howsoever arising.

General

- 4.1. By participating in the Promotion, each Eligible Cardmember agrees to be bound by these Terms and Conditions.
- 4.2. UOB shall not be responsible or liable:-
 - (a) to ensure that the Card Transaction(s), the Dining Card Transaction(s) where applicable, the Entertainment Card Transaction(s) are posted promptly;
 - (b) 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 maybe engaged for the Promotion, any

machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;

- (c) for any failure or delay in the transmission or receipt of evidence of sale transactions by MasterCard/Visa/Unionpay/JCB/CUP/American Express, merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Eligible Cardmember being omitted from being posted to the Eligible Cardmember's Eligible Card account and/or captured in UOB's system during the Spend Period or, where applicable, the Qualifying Period;
- (d) for any failure or delay in the transmission or receipt of an application for the Eligible Card that is submitted via online and which may result in an individual not being able to apply for the Eligible Card and therefore not being able to participate in the Promotion;
- (e) for any SMS, notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
- (f) for any breakdown or malfunction in any computer system or equipment or app (including, without limitation, the Grab app); and/or
- (g) for any costs, losses, damages, claims, expenses and/or injuries of any Eligible Cardmember or any other person howsoever incurred or suffered, save for the Eligible Cardmember's direct loss, to the extent such loss is caused directly by UOB's fraud, gross negligence or willful misconduct arising in connection with the Promotion.

4.3 Notwithstanding anything in these Terms and Conditions, UOB may at any time terminate or withdraw the Promotion or vary, modify, add or delete any of these Terms and Conditions, including, but not limited to, amending the duration of the Promotion, or the eligibility criteria, without giving any reason, prior notice 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 and all Eligible Cardmembers shall be bound by these variations, modifications, additions or deletions.

4.4 UOB has the discretion to make decisions on all matters relating to or in connection with the Promotion, including, but not limited to, the determination of whether the Eligible Cardmember has met all the requirements of the Promotion, who shall be a Qualified Cardmember and to choose substitute Qualified Cardmembers if any Qualified Cardmember is subsequently found to be ineligible to receive the Award. UOB's decisions at are its discretion and 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 Eligible 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 or its decision and no communication, appeal, correspondence or claims will be entertained.

4.5 All information is correct at the time of publishing or posting 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:-

- (a) 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; and
- (b) the English version of these Terms and Conditions and the Chinese version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.

- 4.6 Any Eligible Cardmember who participates in the Promotion will not be eligible to participate in any other UOB Credit Card Sign Up promotions.
- 4.7 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html), the prevailing terms and conditions applicable to the Eligible Card, the prevailing UOB Online Privileges' General Terms and Conditions and the prevailing UOB Rewards Programme (collectively the "**Standard Terms**") will continue to be binding on all Cardmembers. Please visit www.uob.com.sg for the Standard Terms. 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 to the extent of such inconsistency.
- 4.8 A person who is not a party to these Terms and Conditions and/or any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such agreement or any of these Terms and Conditions.
- 4.9 These Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 4.10 Except where the context so requires, words denoting the singular include the plural and vice versa.