

Terms and Conditions governing UOB YOLO Bonus Rebate Promotion (10 Oct – 28 Feb 2018)

1. Definitions

- 1.1 “**Eligible Card(s)**” means UOB YOLO issued by UOB in Singapore.
- 1.2 “**Eligible Cardmember**” has the meaning set out in Paragraph 3.1 below.
- 1.3 “**Eligible Card(s) Terms**” refers to the prevailing Terms and Conditions Governing UOB YOLO (available at www.uob.com.sg/yolo).
- 1.4 “**Eligible Transaction(s)**” refers collectively to all retail transactions and online transactions that are successfully charged to the Eligible Card(s) and which is successfully captured/posted on UOB’s systems during a Qualifying Period but shall exclude payments of funds to any prepaid accounts, monthly instalments under 0% Instalment Payment Plan and SmartPay, charitable/religious organizations, government institutions and services, transit transactions, interests, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, unposted, voided, cancelled, disputed and/or reversed transactions and any other transactions as may be excluded by UOB from time to time.
- 1.5 “**Eligible Participant**” means the principal holder of an Eligible Card(s) referred to in Paragraph 2.1(i) below and whose Eligible Card(s) account is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.
- 1.6 “**Weekend Dining Transactions**” refers to Eligible Transaction(s) made during the Weekend at food and beverage (“F&B”) establishments and which are already being awarded rebates pursuant to the Eligible Card(s) Terms but shall exclude (i) Eligible Transaction(s) made at bakeries; (ii) Eligible Transaction(s) made to caterers; and (iii) Eligible Transaction(s) which comprises of F&B spending at establishments that does not have F&B as its main business activity such as hotels and supermarkets.
- 1.6 “**Weekend Entertainment Transactions**” refers to Eligible Transaction(s) made during the Weekend at bars, taverns, lounges, nightclubs, cinemas as well as Ticketing Servicing Provider(s) and which are already being awarded rebates pursuant to the Eligible Card(s) Terms.
- 1.8 “**Promotion**” refers to the “*UOB YOLO Bonus Rebate Promotion (10 Oct – 28 Feb 2018)*”.
- 1.9 “**Promotion Period**” refers to 10 October 2017 to 28 February 2018, both dates inclusive.
- 1.10 “**Qualifying Period**” refers to any one of the periods described in the table in Paragraph 3.1(ii) below.
- 1.11 “**UOB**” means United Overseas Bank Limited.
- 1.12 “**Weekend**” means 0000 Hour on Saturday to 2359 Hour on Sunday. (Local Time of the city where the Eligible Transaction(s) was effected).

2. Eligibility

- 2.1 (i) The Promotion is open to all of the following Eligible Participants:-
- (a) individuals who had applied during the Promotion Period for an Eligible Card(s) as a principal holder of such Eligible Card(s) (“**Application**”) and his/her Application for such Eligible Card(s) is approved by UOB within the Promotion Period (“**New Cardmembers**”) – New Cardmembers are automatically enrolled to participate in the Promotion and no SMS registration for the Promotion is required; and

- (b) individuals who are already existing principal holders of an Eligible Card(s) as at 10 October 2017 (“**Existing Cardmember**”) and who had successfully registered once, before 28 February 2018, his/her interest to participate in the Promotion via Short Message Service (SMS), by keying in “YOLO8<space>**NRIC/Passport Number** (eg. YOLO8 S1234567A)” and sending it to **77862** with/using his/her last known registered mobile number with UOB.
 - (iii) A SMS will be sent to each Existing Cardmember for each SMS registration referred to in Paragraph 2.1(i)(b) above that is successful.
- 2.2
 - (i) For the avoidance of doubt, the following Eligible Participants shall not be eligible for the Promotion:-
 - (a) Eligible Participants whose Eligible Card(s) account(s) is voluntarily or involuntarily suspended, cancelled or terminated prior to or on 28 February 2018 and for the avoidance of doubt, termination of a supplementary cardmember’s Eligible Card(s) account(s) will not by itself disqualify the applicable Eligible Participant from the Promotion;
 - (b) Eligible Participants whose Eligible Card(s) account(s) is 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 sole and absolute discretion;
 - (c) Eligible Participants who are mentally unsound, facing legal incapacity, deceased, bankrupt or have any legal proceedings of any nature instituted (or threatened) against them; or
 - (d) Eligible Participants who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time.
 - (ii) Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and without having to give any notice or prior reason, to determine the eligibility of the Eligible Participants to participate in the Promotion and shall not be obliged to give any reason therefore.
- 2.3 For the avoidance of doubt, each Eligible Participant who is an Existing Cardmember is only required to register for the Promotion through SMS once for the entire Promotion irrespective of the number of Eligible Card(s) that he/she may have or period of participation.

3. Bonus Rebate – Bonus 8% rebate on Weekend Dining Transactions and Weekend Entertainment Transactions

- 3.1
 - (i) Each Eligible Participant (“**Eligible Cardmember**”) who:-
 - (a) is a New Cardmember and fulfills the Minimum Spend Requirement during any one of the Qualifying Periods shall be entitled to the Bonus Rebate for that Qualifying Period;
 - OR
 - (b) is an Existing Cardmember that had registered in accordance with Paragraph 2.1(i)(b) above to participate in the Promotion during a Qualifying Period (“**Registered Qualifying Period**”) and:-
 - (1) fulfilled the Minimum Spend Requirement during that Registered Qualifying Period and, where applicable, any Qualifying Period (“**Subsequent Qualifying Periods**”) thereafter shall be entitled to the Bonus Rebate for that Registered

Qualifying Period and those applicable Subsequent Qualifying Periods thereafter; or

- (2) fulfilled the Minimum Spend Requirement during that Registered Qualifying Period only shall be entitled to the Bonus Rebate for that Registered Qualifying Period only; or
- (3) fulfilled the Minimum Spend Requirement during any Qualifying Period before the Registered Qualifying Period shall not be eligible to the Bonus Rebate for those Qualifying Periods that occurred before the Registered Qualifying Period.

The term “**Bonus Rebate**” refers to a Bonus 8% rebate on Weekend Dining Transactions and Weekend Entertainment Transactions that were incurred during a Qualifying Period in which the Eligible Cardmember has fulfilled the Minimum Spend Requirement.

- (ii) For the purposes of the Promotion, an Eligible Participant meets the “**Minimum Spend Requirement**” when a minimum spend of S\$600 worth of Eligible Transaction(s) is successfully charged to the Eligible Card(s) account of that Eligible Participant during any one of the following Qualifying Periods (as described in the table below) and which said Eligible Transaction(s) are also successfully captured/posted on UOB’s systems during that applicable Qualifying Period:-

Qualifying Periods	Minimum Spend Requirement
10 October 2017 – 31 October 2017 (both dates inclusive)	S\$600.00
1 November 2017 – 30 November 2017 (both dates inclusive)	S\$600.00
1 December 2017 – 31 December 2017 (both dates inclusive)	S\$600.00
1 January 2018 – 31 January 2018 (both dates inclusive)	S\$600.00
1 February 2018 – 28 February 2018 (both dates inclusive)	S\$600.00

- (iii) Eligible Transaction(s) incurred or accrued by supplementary cardholders on any Eligible Card(s) will be attributed to the applicable Eligible Participant for the purposes of the Promotion.
- 3.2 The aggregate Bonus Rebate which an Eligible Cardmember may be entitled to is subject to a cap of S\$40.00 per Eligible Cardmember per applicable Qualifying Period and will be awarded to and posted to the Eligible Card(s) account of the applicable Eligible Cardmembers as a cash rebate no later than two (2) months after the expiry of each Qualifying Period.
 - 3.3 The Bonus Rebate awarded is non-transferable, non-assignable and not exchangeable for cash, credit or other goods and/or services.
 - 3.4 UOB has the right, at any time and from time to time in its discretion and without giving prior notice, giving any reason, or assuming any liability or offering payment of compensation to any person, to vary how the Bonus Rebate is determined and/or the value of the Bonus Rebate to be awarded. UOB’s determination of the manner in which the Bonus Rebate is determined and/or the varied Bonus Rebate shall be final, conclusive and binding and no appeal, correspondence, compensation, claims or payments will be entertained or made.
 - 3.5 All other fees and charges payable in connection with the Eligible Card(s) shall remain unchanged and shall continue to apply and be payable by the applicable Eligible Participants and any holders of the Eligible Card(s).

4. General

- 4.1 UOB's prevailing UOB Cardmembers Agreement together with the Eligible Card(s) Terms (collectively "**Standard Terms**") will continue to apply and be binding on all Eligible Participants. Please visit uob.com.sg for the Standard Terms. In the event of any conflict or inconsistency between the terms and conditions herein and the Standard Terms in respect of the Promotion, the terms and conditions herein shall prevail only to the extent of matters relating to the Promotion.
- 4.2 In the event of any inconsistency between the terms and conditions of the Promotion herein and any brochure, marketing or materials relating to the Promotion, the terms and conditions of the Promotion herein shall prevail.
- 4.3 Notwithstanding anything to the contrary, UOB's decision on all matters relating to or in connection with the Promotion are at its discretion and shall be final, conclusive and binding on all parties concerned and no correspondence or appeal will be entertained and no payment or compensation will be paid. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any persons (including, without limitation, any Eligible Participant) on any matter concerning the Promotion or its decision and no appeal, correspondence or demands or claims will be entertained and no payment or compensation will be given or paid by UOB.
- 4.4 Participation in the Promotion is subject to the terms and conditions stated herein. Notwithstanding anything to the contrary, UOB may, at its discretion, terminate the Promotion and/or vary, amend, delete or add on to any of the terms and conditions herein at any time without giving any reason or prior notice or assuming any liability to any person, and, all persons (including, without limitation, the Eligible Participants) shall be bound by these variations, amendments, deletions or additions. UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same and no appeal will be entertained.
- 4.5 UOB shall also not be liable or responsible if it is unable to perform its obligations under the terms and conditions of Promotion, 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. UOB shall also not be responsible or liable for:-
- (i) any failure or delay in SMS registration by postal or telecommunication authorities which may result in the application or the SMS registration not being received or registered during the applicable time periods set out above;
 - (ii) any late posting of the application or receipt of SMS registration and thereby affecting the any party's eligibility for the Promotion;
 - (iii) any notice or communication, application, SMS, electronic mailer or direct mailer which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which any party does not receive;
 - (iv) any failure or delay in the transmission of the Eligible Transaction(s), sale transactions or receipt of evidence of the Eligible Transaction(s) by MasterCard/Visa/JCB/UnionPay/American Express acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other parties which may result in a charge incurred/ made by an Eligible Participant or the applicable supplemental cardholder of an Eligible Card(s) being omitted (whether from being posted to the Eligible Card(s) account of an Eligible Participant and/or captured in UOB's system or otherwise);
 - (v) any late posting of any Eligible Transaction(s) or for any failure in any of the Eligible Transaction(s) being transacted by the Eligible Card(s) or being captured in UOB's system; or

- (vi) any breakdown or malfunction in any computer system or equipment.
- 4.6 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.
- 4.7 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 the Promotion and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Eligible Participants. The Eligible Participants 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.
- 4.8 While the information provided herein is believed to be reliable as at the date of printing, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy. All information is correct at time of printing.
- 4.9 A person who is not a party to the terms and conditions of the Promotion and/or any agreement governed by the terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enjoy or enforce any term of such agreement or any of the terms and conditions of the Promotion.
- 4.10 The terms and conditions are governed by the laws of Singapore and all Cardmembers shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 4.11 Except where the context otherwise requires, words denoting the singular include the plural and vice versa