+25% MORE UNI\$

Terms and Conditions

1. **ELIGIBILITY**

- 1.1 To be eligible for United Overseas Bank Limited's ("UOB") +25% MORE UNI\$ ("Promotion"), the Eligible Cardmember must have, during the Qualifying Period (as defined under Clause 2 below):
 - (a) successfully registered himself/herself to participate in the Promotion via Electronic Short Message Service (SMS) by keying in "UOB25<SPACE>UOB Principal Credit Card number and sending it to 77862 and UOB must have received the said SMS during the Qualifying Period; and
 - (b) successfully meet the Qualifying Spend requirement.

A SMS to confirm each successful registration will be sent to the Eligible Cardmember. For the avoidance of doubt, each Eligible Cardmember is entitled to participate only once and to register only one Eligible Card in the Promotion notwithstanding the number of Eligible Cards that he/she may have.

- 1.2 The following terms used herein are defined as follows:-
 - (a) "Calendar Month" shall mean either or all of the Calendar Months and the corresponding period as per the table below:

| Calendar Month(s) | Period (inclusive) | |
|-------------------|---------------------------------------|--|
| 1 | 10 April 2013 to 30 April 2013 | |
| 2 | 1 May 2013 to 31 May 2013 | |
| 3 | 1 June 2013 to 30 June 2013 | |
| 4 | 1 July 2013 to 31 July 2013 | |
| 5 | 1 August 2013 to 31 August 2013 | |
| 6 | 1 September 2013 to 30 September 2013 | |
| 7 | 1 October 2013 to 31 October 2013 | |
| 8 | 1 November 2013 to 30 November 2013 | |
| 9 | 1 December 2013 to 31 December 2013 | |

- (b) "Cardmember" shall mean any existing and new principal and supplementary holders of Eligible Card, whose card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its discretion.
- (c) "Eligible Cardmember" shall mean any existing and new principal Cardmember.
- (d) "Eligible Card" shall mean a Visa, MasterCard, American Express or China Unionpay (CUP) credit card or a Corporate credit card on personal liability which is:
 - (i) earning UNI\$;
 - (ii) issued by UOB in Singapore; and
 - (iii) successfully registered for the Promotion pursuant to clause 1.1 above and clause 3 below,

BUT shall exclude any UOB Singtel, ONE, Japan Credit Bureau (JCB) and/or Corporate (not on personal liability)/Business/Purchasing credit cards and debit cards issued by UOB.

- (e) "Excluded Transactions" shall mean credit card transaction(s) in respect of installment payments, cash advances, balance and/or funds transfer, SmartPay, annual fees, cash advance fees, late fees, reversals, interest, any finance charges made by the Cardmember using the Eligible Card account and/or any Transaction that was subsequently cancelled, voided or reversed for any reason. UOB reserves the right, at any time at its discretion, to amend or vary this list without prior notification and all Cardmembers shall be bound by these amendments or variations.
- (e) "Qualifying Spend" shall mean a minimum of S\$1,000.00 (or its equivalent in foreign currency) worth of Transactions charged to the Eligible Card account per Calendar Month for each of the three (3) consecutive Calendar Months in each applicable Quarter.
- (f) "Quarter" shall mean either or all of the Quarters and the corresponding period and Calendar Months as per the table below:

| Quarter(s) | Period (inclusive) | Calendar Months (inclusive) |
|-------------------------|------------------------------------|-----------------------------|
| 1 st Quarter | 10 April 2013 to 30 June 2013 | 1, 2 and 3 |
| 2 nd Quarter | 1 July 2013 to 30 September 2013 | 4, 5 and 6 |
| 3 rd Quarter | 1 October 2013 to 31 December 2013 | 7, 8 and 9 |

- (g) "Standard Terms" shall mean the UOB Cardmember Agreement and the UOB Rewards terms and conditions. Please visit <u>www.uob.com.sq</u> for the Standard Terms.
- (h) "Transactions" shall mean credit card retail transaction(s) (whether local or overseas or whether in Singapore Dollars or in a foreign currency) successfully carried out on and charged to the Eligible Card account during the Qualifying Period and which are successfully captured/posted on UOB's systems during the Qualifying Period BUT shall exclude the Excluded Transactions. For the avoidance of doubt, the benefit of all Transactions incurred by a supplementary Cardmember of the Eligible Card in respect of the Promotion shall accrue to the applicable Eligible Cardmember.
- 1.3 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine the eligibility of any Cardmember or Eligible Cardmember for the Promotion and shall not be obliged to make any payment or compensation whatsoever.
- 1.4 Without limiting the generality of Paragraph 1.1, the following Cardmembers shall be disqualified from taking part in the Promotion:-
 - (a) whose Eligible Card account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime on or during the Qualifying Period and for the avoidance of doubt, termination of a supplementary Cardmember's Eligible Card account(s) will not by itself disqualify the applicable Eligible Cardmember from the Promotion;
 - (b) 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) those 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) who UOB may decide to exclude, at its discretion, without prior notice at any time during the Qualifying Period.

2. QUALIFYING PERIOD

The Promotion is valid only for Qualifying Spend made and captured/posted between 12.00 a.m. on 10 April 2013 to 11.59 p.m. on 31 December 2013 (Singapore date/time), both dates and times inclusive ("Qualifying Period") subject to all the terms and conditions herein.

3. REGISTRATION VIA SMS

- 3.1 All registrations in respect of the Promotion must be done via SMS by each of the Eligible Cardmember using a mobile number which has not already been used to register for the Promotion. Only SMSes received by UOB during the Qualifying Period shall be considered for the Promotion. Any incomplete or inaccurate SMS registration will not be considered and will be disqualified.
- 3.2 SMS registration starts from 12:00 am on 10 April 2013 and ends on 11:59 pm on 31 December 2013, Singapore date/time.
- 3.3 SMS registrations submitted in a form differing from that set out by UOB pursuant to clause 1.1 above will be automatically disqualified.
- 3.4 SMS entries received by UOB before 12:00 am on 10 April 2013 or after 11:59 pm on 31 December 2013 (Singapore date/time) will not be eligible for the Promotion and will be considered invalid and void.
- 3.5 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 Cardmembers. The Eligible 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 the Promotion.
- 3.6 Notwithstanding anything herein, UOB may at any time in its discretion and without giving prior notice, determine the eligibility of any SMS registration.
- 3.7 By participating via SMS registration, the Cardmember consents to the disclosure of information including, but not limited to, the Cardmembers' credit card number to the SMS vendor, independent telecommunication authorities or service provider or such other third party which is engaged by the Bank for the Promotion. The Cardmember authorises UOB to disclose information regarding the Cardmember and the Cardmember's relevant Eligible Card account to such parties for the purposes of the Promotion.
- 3.8 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. THE PROMOTION

- 4.1 The Eligible Cardmember who, during the Qualifying Period:
 - (a) complies with the registration requirements pursuant to clauses 1.1 and 3 above; and



(b) satisfies the Qualifying Spend requirement (whether the Transactions were incurred by the Eligible Cardmember and/or the supplementary Cardmember of the Eligible Card),

will be awarded 25% <u>more</u> UNI\$ per Quarter (subject to a maximum cap of UNI\$250 awarded per Quarter per Eligible Card account) under the Promotion (the "Award") and:

- (i) the Award is strictly calculated using the base rate of UNI\$1 earned for every \$5 worth of Transactions charged to the Eligible Card account ("Base UNI\$ Rate"). For the avoidance of doubt, the Base UNI\$ Rate will be used to calculate the amount of the Award, regardless of the different types and UNI\$ earn rate for each Eligible Card and excludes UNI\$ earned via any other UNI\$ promotion which may apply and/or be implemented by UOB from time to time during the Qualifying Period:
- (ii) the Award is awarded in addition to the UNI\$ earned for the Eligible Card account in accordance with the Standard Terms; and
- (iii) the Award will only be awarded once per Quarter and is limited to one Award per Eligible Card account.
- 4.2 Subject to clause 4.3 below, the Eligible Cardmember who, successfully register for the Promotion after the commencement of a Quarter, shall be entitled to qualify for the Award for the relevant Quarter provided that the Eligible Cardmember satisfies the Qualifying Spend requirement for each of the Calendar Month in the relevant Quarter. For example, if the Eligible Cardmember successfully register for the Promotion in May 2013 (i.e. after the commencement of the 1st Quarter), the Eligible Cardmember may qualify for the Award for the 1st Quarter provided that the Eligible Cardmember meets the Qualifying Spend for each and all of Calendar Months 1, 2 and 3 within the 1st Quarter.
- 4.3 The Eligible Cardmember who, successfully register for the Promotion after the commencement of a Quarter, shall not be entitled to qualify for the Award for the preceding Quarter irrespective of whether or not the Eligible Cardmember meets the Qualifying Spend requirement in the preceding Quarter. For example, if the Eligible Cardmember successfully registers for the Promotion in August 2013 (i.e. after the commencement of the 2nd Quarter), the Eligible Cardmember will not be entitled to qualify for the Award for the 1st Quarter.
- 4.4 The Award (pursuant to this clause 4 and to these Terms and Conditions) for each Quarter will be credited into the Eligible Card account at any time in August 2013 (for 1st Quarter Award), October 2013 (for 2nd Quarter Award) and/or January 2014 (for 3rd Quarter Award) or on such date as shall be decided by UOB at its discretion.
- 4.5 The Award will be determined by UOB at its discretion based on its records of Transactions. UOB is entitled, for any reason, and at any time without liability or prior notice, to suspend the calculation and accrual of UNI\$, to rectify any errors in the calculation or otherwise adjust such calculation. Adjustments will be made to the UNI\$ and/or the Award if there is any credit posted to the Eligible Card account including those arising from returned goods or services, from billings disputes, or any other reason at the discretion of UOB.
- 4.6 The Cardmembers may be contacted by UOB (via any of his/her contact details based on the last known contact information of the Cardmembers with UOB Card Centre's records) to verify his/her eligibility to participate in the Promotion.
- 4.7 If any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Award, UOB reserves the right to forfeit/reclaim the Award and award it in such manner and to such persons as UOB deems fit without any liability on the part of UOB. No payment or compensation whether in cash, credit or kind shall be made to the Cardmember for the forfeited/reclaimed Award notwithstanding non-receipt of notification.

- 4.8 UOB may, at any time and from time to time in its discretion and without prior notice or assuming any liability or payment of compensation to any person, substitute, replace or change the Award stipulated herein, with another award of similar value (whether in cash or otherwise).
- 4.9 The Award is not transferable or exchangeable for cash, credits, other gifts or otherwise in full or in part or refundable. UOB assumes no liability or responsibility and shall not be responsible or liable for any injury, loss, claim or damage whatsoever or for any charge, cost or expense of any kind suffered or incurred in connection with the Promotion and/or use of the Award howsoever arising.

5. OBLIGATIONS OF PARTICIPATION

- 5.1 Participation in the Promotion is subject to these Terms and Conditions and the Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion.
- 5.2 By participating in the Promotion, the Cardmembers expressly and irrevocably permit, authorize and consent to the disclosure of his/her name, identification number and photographs for advertising, promotional, publicity or commercial purposes or otherwise co-operate and participate in the publicity activities of UOB in relation to the Promotion and to the use of any data provided for any future marketing effort undertaken by UOB in connection with the Eligible Cards, without any payment or compensation thereof.

6. **GENERAL**

- 6.1 UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of the SMS vendor, telecommunication authorities or service provider or such other third party which may be engaged for the Promotion, any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of UOB.
- 6.2 UOB shall not be responsible or liable:-
 - (a) for any failure or delay in the transmission or receipt of:
 - (i) evidence of sale transactions by MasterCard/Visa/American Express/CUP acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other parties or for any other reason which may result in a charge incurred or made by the Cardmember being omitted from being posted to the Eligible Card account and/or captured in UOB's system during the Qualifying Period; or
 - (ii) SMS by or from any SMS vendor, independent telecommunication authorities or service providers or such other third party which may be engaged for the Promotion which may result in the SMS not being received by UOB and therefore the Eligible Cardmember being omitted from participating in the Promotion;
 - (b) for any late posting of the Transactions or for any failure in the Transactions being transacted and accrued to the Eligible Card account or being captured in UOB's system;
 - (c) for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or
 - (d) for any breakdown or malfunction in any computer system or equipment.



- These Terms and Conditions herein are supplemental to the Standard Terms. Please visit www.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. Participation in the Promotion is subject to these Terms and Conditions. While all the information provided herein is believed to be correct and reliable as the date of printing, 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.
- UOB shall not be responsible or liable for any loss, injury to or expense, claim or damage of any Cardmember or any other person arising from or in connection with the Promotion and/or the Award. 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.
- 6.5 UOB's decision on all matters relating to the Promotion and the Award shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to enter into any correspondence with any person and no appeal, correspondence or claims will be entertained. UOB has the absolute right and discretion to determine whether Cardmembers have met all the requirements of this Promotion and/or have the right to receive the Award and/or the amount of the Award.
- 6.6 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of these Terms and Conditions, including but not limited to, varying the Qualifying Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any prior notice or assuming any liability to any Cardmember, and all Cardmembers shall be bound by these amendments.
- 6.7 Cardmembers will be subjected accordingly to the Standard Terms.
- 6.8 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.
- 6.9 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.
- 6.10 These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 6.11 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.