







# 5 miles for every dollar spent overseas on dining and shopping

Exclusively for the first 2,000 PRVI Miles Cardmembers with a minimum spend of S\$1,000<sup>1</sup> from 23 October to 31 December 2015.

To participate, SMS **5miles**<space>**NRIC** to 77862.

For example: 5miles S1234567H

What's more, PRVI Miles American Express® Cardmembers enjoy 2 complimentary limousine rides² to Changi Airport.

### Terms and conditions

'The "UOB PRVI Miles Card 5 Miles on Overseas Dining and Shopping Campaign" ("Promotion") is limited to first 2,000 Cardmembers who have at least S\$1,000 worth of overseas spend on dining and shopping in foreign currency (non-Singapore dollar currency) charged to their Card from 23 October 2015 to 31 December 2015. Some of the transactions which are not considered for this Promotion include, amongst others, online purchases, overseas transactions made in Singapore dollar and transactions which do not fall under Merchant Category of dining and shopping. Each Qualified Cardmember is limited to an award of up to an additional UNIS2,000 (equivalent to 4,000 miles) under this Promotion which will be credited to his/her Card account by 31 January 2016. The term "Cardmembers" refer to the principal holders of a UOB PRVI Miles Card issued in Singapore ("Card") who have registered to participate in this Promotion via the SMS format stipulated above. All other capitalized terms used herein shall have the same meaning as that provided in the full terms and conditions of this Promotion. Other terms and conditions of this Promotion apply.

<sup>2</sup> Only applicable to UOB PRVI Miles American Express® Card. Cardmembers will receive up to two (2) complimentary limousine services to Changi Airport in each calendar quarter, in the form of rebates, with a minimum charge of S\$1,000 overseas spend within the same qualifying period. Other terms and conditions apply. Visit uobprvimiles.com for the full terms and conditions.



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UOB PRVI Miles Card 5 Miles on Overseas Dining and Shopping Campaign Terms and Conditions ("Terms and Conditions")

# 1. Eligibility and SMS Registration

- 1.1 This "UOB PRVI Miles Card "5 Miles on Overseas Dining and Shopping" Promotion ("Promotion") is open to all individuals who complies with all of the following (collectively "Eligible Cardmembers" and each an "Eligible Cardmember"):-
  - (a) is the principal holder ("Cardmember") of a UOB PRVI Miles Card that is issued by United Overseas Bank Limited ("UOB") in Singapore ("Eligible Card"); and
  - (b) successfully enrolls for the Promotion via Short Message System ("SMS") in accordance with Paragraph 1.2 below.

By participating in the Promotion, Cardholders agree to be bound by these terms and conditions of the Promotion ("Terms and Conditions").

- 1.2 All enrollments in respect of the Promotion must be done via SMS by the Cardmembers by sending "5miles<space>NRIC" to 77862 during the Spend Period. A SMS will be sent to the Eligible Cardmember for each successful enrollment.
- 1.3 Only SMSes received by UOB in accordance with these Terms and Conditions shall be considered for the Promotion. The following SMSes shall not be eligible for the Promotion and shall be considered invalid and void and shall be automatically disqualified:-
  - (a) Any incomplete or inaccurate SMS registration.
  - (b) SMS registrations submitted in a form differing from that set out by UOB will be automatically disqualified.
  - (c) SMS entries received by UOB before 12:00 am on 23 October 2015 or after 11:59 pm on 31 December 2015 (Singapore date/time).
- 1.4 (a) Sending and receiving SMSes 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 or liable for any undelivered, lost or delayed SMS sent and/or received by the Cardmembers. The Cardmembers shall pay and be solely responsible for all fees and charges imposed by such vendors, authority service providers for the sending and/or receipt of any SMS in connection with the Promotion.
  - (b) Notwithstanding anything herein, UOB may at any time in its discretion and without giving prior notice, determine the eligibility of any SMS enrollment.
  - (c) By participating via SMS enrollment, the Cardmember hereby consents to the disclosure of information including, but not limited to, the Cardmember's NRIC 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.
  - (d) 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.
- **1.5** Without limiting the generality of Paragraph 1.1 above, the following Eligible Cardmembers shall not be eligible for the Promotion:-

- (a) Eligible Cardmembers whose Eligible Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Spend Period and for the avoidance of doubt, termination of a supplementary holder's Eligible Card account will not by itself disqualify the Eligible Cardmember from participating in the Promotion;
- (b) Eligible Cardmembers whose Eligible Card account(s) is/are 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;
- (c) Eligible 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 prior notice or giving any reason at any time.
- **1.6** Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and without having to give prior notice or any reason and from time to time to determine:-
  - (a) the eligibility and/or ineligibility of any Cardmember for the Promotion and whether the Qualified Cardmember (as defined under Paragraph 3 below) is entitled to the Award (as defined under Paragraph 3 below):
  - (b) when to terminate the Promotion; and
  - (c) whether an Eligible Card 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 Cardmembers rendered ineligible for participation in the Promotion.

### 2. Spend Period

The Promotion shall commence from 23 October 2015 at 12.00 a.m. and end on 31 December 2015 at 11.59 p.m. (Singapore date and time and both dates and time inclusive) ("**Spend Period**")

## 3. Award

3.1 (a) The first two thousand (2,000) Eligible Cardmembers (each "Qualified Cardmember") who has at least Singapore Dollars One Thousand (\$\$1,000.00) worth of Eligible Transactions (as defined in Paragraph 3.2 below) charged to his/her Eligible Card account during the Spend Period ("Qualifying Spend") will each be entitled to additional UNI\$ (the "Award") (as set out under Paragraph 3.2 below).

For the purposes of calculating the Qualifying Spend, Eligible Transactions made in foreign currencies will be converted into Singapore dollars based on UOB's then prevailing exchange rate applicable at the time of exchange.

- (b) All Eligible Transactions must be charged to the Eligible Card account of the Qualified Cardmember or to the account of the applicable supplemental holder of the Eligible Card. UOB is not responsible for any failure or delay in the transmission of the Eligible Transactions by any party including, but not limited to, acquiring merchants, merchant establishments, or any telecommunication provider.
- (c) If an Eligible Transaction is cancelled or reversed after the relevant Spend Period is over and the total amount spent during the Spend Period falls short of the Qualifying Spend, the Qualified Cardmember will not be considered to have incurred the Qualifying Spend.

- **3.2** For the purposes of the Promotion, the following terms are defined as follows:-
  - (a) "Dining Transactions" refers to posted food and beverage spend which falls under any one of the following Merchant Categories and which are charged to the Eligible Card account of an Eligible Cardmember and/or or to the account of the applicable supplemental holder of the Eligible Card and:-

5411	GROCERY STORES & SUPERMARKETS
5441	CANDY, NUT & CONFECTIONERY STORES
5451	DAIRY PRODUCTS STORES
5462	BAKERIES
5499	MISCELLANEOUS FOOD STORESCONVENIENCE STORES & SPECIALTY MARKETS
5812	EATING PLACES & RESTAURANTS
5813	DRINKING PLACE ( ALCOHOLIC BEVERAGES ) BARS, TAVERNS, NIGHTCLUBS, COCKTAIL LOUNGES, & DISCOTHEQUES
5814	FAST FOOD RESTAURANTS
5921	PACKAGE STORESBEER, WINE, & LIQUOR

- (b) "Eligible Transactions" shall mean all posted eligible overseas Dining Transactions and eligible overseas Shopping Transaction(s) successfully carried out and charged in foreign currency to the Eligible Card account of an Eligible Cardmember and/or to the account of the applicable supplemental holder of the Eligible Card during the Spend Period and which are successfully captured and posted on UOB's systems during the Spend Period BUT shall exclude the Excluded Transactions. Eligible overseas Dining Transactions and eligible overseas Shopping Transactions are based on Merchant Category Code under the system of Visa, MasterCard and American Express. Whether an overseas Dining Transaction and/or an overseas Shopping Transaction charged to the Eligible Card account of an Eligible Cardholder or to the account of the applicable supplemental holder of the Eligible Card is classified as eligible overseas Dining Transactions and/or eligible overseas Shopping Transactions shall be determined at the sole and absolute discretion of UOB. All eligible overseas Dining Transactions and/or eligible overseas Shopping Transactions incurred by each respective supplementary holder's Eligible Card account shall accrue to the respective Eligible Cardmember and form part of the Eligible Cardmember's Eligible Transactions.
- (c) "Excluded Transactions" shall mean:-
  - (i) online purchases, transactions in dynamic currency conversion (transactions (whether locally or overseas) which are made in Singapore dollar), overseas transactions (transactions made in foreign currency) which do not fall under Merchant Category of Dining and Shopping (as set out under Paragraph 3.2(a) above and Paragraph 3.2(d) below), cash advance, late payment, personal loan, balance and/or funds transfer, SmartPay, payments at government agencies, utilities bill payments, fees;
  - (ii) balances owing on the Eligible Card accounts accruing from months that do not fall within the Spend Period:
  - (iii) transactions relating to top-ups of any pre-paid card and brokerage/securities:
  - (iv) any transaction that was subsequently cancelled, voided, disputed or reversed for any reason; and/or
  - 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.

(d) "Shopping Transactions" refers to posted shopping spend which falls under any one of the following Merchant Categories and which are charged to the Eligible Card account of an Eligible Cardmember and/or to the account of the applicable supplemental holder of the Eligible Card:-

5192	BOOKS,PERIODICALS, & NEWSPAPERS
5309	DUTY FREE STORES
5310	DISCOUNT STORES
5311	DEPARTMENT STORES
5331	VARIETY STORES
5399	MISCELLANEOUS GENERAL MERCHANDISE
5611	MEN'S & BOYS' CLOTHING & ACCESSORIES STORES
5621	WOMEN'S READY TO WEAR STORES
5631	WOMEN'S ACCESSORY & SPECIALTY SHOPS
5641	CHILDREN'S & INFANTS' WEAR STORES
5651	FAMILY CLOTHING STORES
5655	SPORTS & RIDING APPAREL STORES
5661	SHOE STORES
5681	FURRIERS & FUR SHOPS
5691	MEN'S & WOMEN 'S CLOTHING STORES
5697	TAILORS, SEAMSTRESSES, MENDING, & ALTERATIONS
5698	WIG & TOUPEE STORES
5699	MISCELLANEOUS APPAREL & ACCESSORY STORES
5712	FURNITURE, HOME FURNISHINGS, & EQUIPMENT STORES, EXCEPT APPLIANCES
5732	ELECTRONIC STORES
5733	MUSIC STORESMUSICAL INSTRUMENTS, PIANOS, & SHEET MUSIC
5735	RECORD STORES
5912	DRUG STORES & PHARMACIES
5941	SPORTING GOODS STORES
5942	BOOK STORES
5943	SCHOOL, STATIONERY, & OFFICE SUPPLY STORES
5944	JEWELRY, WATCH, CLOCK & SILVERWARE STORES
5945	HOBBY, TOY, & GAME STORES
5946	CAMERA & PHOTOGRAPHIC SUPPLY STORES
5947	GIFT, CARD, NOVELTY, & SOUVENIR STORES
5948	LUGGAGE & LEATHER GOODS STORES
5949	SEWING, NEEDLEWORK, FABRIC, & PIECE GOODS STORES
5950	GLASSWARE & CRYSTAL STORES
5970	ARTIST SUPPLY & CRAFT STORES
5971	ART DEALERS & GALLERIES

5977	COSMETIC STORES
5993	CIGAR STORES & STAND
5994	NEW DEALERS & NEWSSTAND
5999	MISCELLANEOUS & SPECIALTY RETAIL STORES

- 3.3 The Award is calculated as an additional UNI\$6.5 for every \$\$5.00 of the Qualifying Spend (which is equivalent to 2.6 miles for every \$\$1.00 spent). Each Qualified Cardmember is only entitled up to an additional UNI\$2,000.00 (which is equivalent to 4,000 miles) under this Promotion.
- 3.4 The Award will be credited to the Qualified Cardmember's Eligible Card account by 31 January 2016.
- 3.5 Notwithstanding anything to the contrary, UOB reserves the right to select substitute Qualified Cardmembers to substitute the initial Qualified Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 3.6 In the event that:-
  - (a) there are any errors or mistakes in the calculation or crediting of the UNI\$;
  - (b) if any Eligible Cardmember or Qualified Cardmember or the Eligible Card account of any Qualified 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 and/or in the applicable account of a supplemental holder of the Eligible Card arising out of (but not limited to) the failure of the Eligible Transaction, returned goods or services under that transaction, billings disputes;
  - (d) if the Eligible Card account is closed or terminated within nine (9) months from the date the Eligible Card account was opened:
  - (e) any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Award;
  - (f) the Qualified Cardmember is subsequently found not have incurred the Qualifying Spend; or
  - (g) any other situation that UOB deems fit,

UOB is entitled at its sole and absolute discretion, and at any time without liability or prior notice or having to give any reason:-

- (i) to amend, correct or adjust the calculation of the UNI\$;
- (ii) to suspend, revoke, or forfeit the crediting of UNI\$ (or any part thereof); or
- (iii) where the UNI\$ has been credited, to reclaim the UNI\$ (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.

- 3.7 In the event that the Eligible Card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever before the UNI\$ are awarded into such Eligible Card account, such UNI\$ earned shall be forfeited and the Cardmember shall not be entitled to any compensation or payment whatsoever.
- 3.8 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 the Award and the

additional miles awarded. UOB's determination of the varied Award and additional miles awarded shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained.

## 4. General

- **4.1** UOB shall not be responsible or liable:-
  - (a) to ensure that the Eligible Transactions 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 to the Eligible Card account of an Eligible Cardmember and/or to the account of the applicable supplemental holder of the Eligible Card being omitted from being posted to the Eligible Card account of that Eligible Cardmember and/or posted to the account of the applicable supplemental holder of the Eligible Card and/or captured in UOB's system during the Spend Period;
  - (d) for any notice or communication, email which has expired or which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
  - (e) for any breakdown or malfunction in any computer system or equipment; or
  - (f) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered, save for the 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.
- 4.2 Notwithstanding anything in these Terms and Conditions, UOB may at any time vary, modify, add or delete any of these Terms and Conditions, including, but not limited to, terminating or withdrawing the Promotion on or amending the duration of the Promotion, or the Spend Period, 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 or entertain any appeals or correspondence in connection with the same and all Cardmembers shall be bound by these amendments or variations.
- 4.3 UOB has the absolute right and unfettered 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 Cardmember has met all the requirements of the Promotion, who shall be an 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 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 enter into any correspondence with any person on any matter relating to the Promotion or its decision and no appeal, correspondence or claims will be entertained.
- 4.4 All information is correct at the time of publishing or posting online 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:-
  - (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.
- 4.5 The prevailing terms and conditions under the prevailing UOB Cardmembers Agreement (available at <a href="https://www.uob.com.sg/personal/cards/credit/tnc.html">www.uob.com.sg/personal/cards/credit/tnc.html</a>), the prevailing terms and conditions applicable to the

Eligible Card 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 the 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.

- 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.
- 4.7 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.
- **4.8** Except where the context otherwise requires, words denoting the singular include the plural and vice versa.