

Terms and Conditions Governing “UOB Spend S\$60 & Get 5 SMART\$ At Caltex (28 July to 31 Aug 2016)” Campaign

1 Campaign

- 1.1 The United Overseas Bank (“UOB”) Spend S\$60 & Get 5 SMART\$ At Caltex (28 July to 31 August 2016) campaign (“**Campaign**”) is open to selected principal and supplementary holders of UOB credit and debit cards issued in Singapore who have received a short message service (SMS) on the Campaign and whose card account(s) is/are valid, subsisting, in good standing and satisfactory conducted in the opinion of UOB (“**Eligible Participants**”) subject to the terms and conditions herein.
- 1.2 The Campaign commences from 00:00 on 28 July 2016 to 23:59 on 31 August 2016 (both dates inclusive) (“**Qualifying Period**”).

2 Eligibility

- 2.1 To be entitled to receive the 5 SMART\$ (“**Rebate**”), Eligible Participants must have performed an Eligible Transaction at any Caltex station in Singapore during the Qualifying Period.
- 2.2. For the purpose of this Campaign, “**Eligible Transaction**” means a petrol spend of a minimum amount of S\$60 which is successfully charged to a UOB credit or debit card and captured/posted on UOB’s systems during the Qualifying Period.
- 2.3 For the avoidance of doubt, an Eligible Participant will only be entitled to 5 SMART\$ notwithstanding that he/she spent S\$120 in a single receipt.
- 2.4 Without limiting the generality of the above, the following persons shall not be eligible for the Campaign:
- (a) Directors or employees/staff of UOB or any of UOB’s subsidiaries during the Qualifying Period;
 - (b) Persons whose UOB card account(s) is not active, valid, subsisting or in good standing or which is/are otherwise determined by UOB in its discretion as being delinquent or unsatisfactory conducted for any reason;
 - (c) Persons who are or have become mentally incapacitated, deceased, insolvent or who face legal incapacity; or
 - (d) Persons who face legal proceedings of any nature or have any legal proceedings of any nature threatened against them.
- 2.5 Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and without having to give any reason, to determine the eligibility of the participants to participate in the Campaign.

3 Rebate

- 3.1 The Rebate will be credited instantly to the Eligible Participant’s qualifying card account upon successful performance of Eligible Transaction. 1 SMART\$ is equivalent to S\$1.
- 3.2 The Rebate will be forfeited if the Eligible Participant’s qualifying card account is terminated or closed before the Rebate is credited.
- 3.3 The Rebate awarded is non-transferable, non-assignable and not exchangeable for cash, credit or other goods and services.
- 3.4 The maximum amount of Rebate to be awarded under this Campaign for the Qualifying Period shall be capped at a maximum of 110,000 SMART\$ (“**Maximum Cap**”). There will be no Rebate awarded once the Maximum Cap is reached during the Qualifying Period.
- 3.5 UOB may, at any time without notice and without furnishing any reason and in its absolute discretion, withdraw or substitute the Rebate with other items of similar value. UOB’s determination of the substituted Rebate shall be final, conclusive and binding.
- 3.6 If UOB subsequently discovers that the Eligible Participant is not eligible to participate in the Campaign and/or to receive the Rebate, UOB may at its discretion forfeit the Rebate, or if already awarded, reclaim the Rebate from the Eligible Participant (whether by deductions to the Eligible Participant’s UOB accounts or otherwise).

4 Participation and Personal Data

- 4.1 By participating in the Campaign, participants are deemed to have accepted the terms and conditions herein.

- 4.2 By participating in the Campaign, the participant expressly and irrevocably:-
- (i) authorizes and allows UOB and its related corporations (collectively, the “Companies”), and their agents, to share the participant’s personal data amongst themselves, to collect and use the data, and to disclose the data to the Companies’ authorised service providers for the purposes of contacting the participant via address, electronic transmission (e.g. email), SMS, telephone and other means of communication:
 - a. to inform the participant about his/her entitlement in the Campaign; and,
 - b. to inform the participant of products and services marketed by the Companies;
 - (ii) consents to the collection, use and disclosure of his/her name, identification/passport number and such other information and particulars, including photographs of the participant, for result announcement, publicity or marketing purposes in connection with the Campaign; and
 - (iii) agrees to co-operate with and participate in such publicity activities at his/her own costs without any payment or compensation thereof.

5 General

- 5.1 UOB shall not be responsible for (i) any failure or delay in the transmission of card transactions which may result in an Eligible Transaction made by a participant being omitted during the Qualifying Period; or (ii) or any late posting of transactions thereby affecting the participant’s eligibility for this Campaign or the Rebate or (iii) for any breakdown or malfunction in any computer system or equipment.
- 5.2 UOB reserves the right to at any time in its sole and absolute discretion to amend, vary, add or delete any of the terms and conditions of this Campaign for any reason and without prior notification without assuming any liability to any person, and the participants shall be bound by these amendments.
- 5.3 UOB’s decision on all matters relating to this Campaign shall be final, conclusive and binding on the participants. UOB shall not be obliged to give any reason or enter into any correspondence with the participants or any persons on any matter concerning this Campaign.
- 5.4 All information is correct at the time of publishing and UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 5.5 Participants will be subjected accordingly to the prevailing terms and conditions under the UOB Cardmember Agreement or UOB Debit Cardmember Agreement, as the case may be (“Standard Terms”). In the event of any inconsistency between the terms and conditions herein and the Standard Terms, the terms and conditions herein shall to the extent of such inconsistency, prevail in respect of matters relating to the Campaign.
- 5.6 The Terms and Conditions are governed by the laws of Singapore, and all participants shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 5.7 A person who is not a party to the terms and conditions herein and/or any agreement governed by the terms and conditions herein shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any terms of such agreement.