

UOB'S Card(s) Activation Promotion Terms and Conditions (“Terms and Conditions”)

1. Eligibility and Promotional Period

- 1.1. This UOB **Card(s) Activation** Promotion (“**Promotion**”) is only valid during the period from 22 June 2017 to 31 December 2017 (both dates inclusive) (“**Promotion Period**”).
- 1.2. This Promotion is only open to persons who are principal holders of a valid and existing United Overseas Bank Limited (“**UOB**”) credit card which is issued in Singapore (“**UOB Card**”):
 - (i) whose UOB Card is not yet activated, or who have a supplementary holder of a UOB Card which is not yet activated;

and

 - (ii) who have received an Electronic Short Message Service (“**SMS**”) sent by UOB to the their last known registered mobile number with UOB, or an electronic direct mailer (“**EDM**”) inviting them to participate in the Promotion.
(hereinafter called “**Cardmembers**”)
- 1.3. The **first 500 Cardmembers** to activate their UOB Card, and whose supplementary holders activate their UOB Card by the date stipulated in the SMS or EDM, shall be deemed “**Qualified Cardmembers**” who qualify to receive a \$20 Voucher (the “**Gift**”).
- 1.4. Without limiting the generality of the above, the following Cardmembers shall not be eligible for the Promotion:-
 - (i) Cardmembers whose UOB Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period;
 - (ii) Cardmembers whose UOB Card account(s) is/are not 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;
 - (iii) 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
 - (iv) Anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.
- 1.5. Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine:-
 - (i) the eligibility and/or ineligibility of any Cardmembers for the Promotion and whether he/she is entitled to the Gift;
 - (ii) the Promotion Period; and/or

- (iii) whether a Cardmember qualifies for this Promotion, and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons thereof and shall not be obliged to make any payment or compensation whatsoever to any Cardmembers rendered ineligible for participation in the Promotion.

2. Gift

- 2.1. The Gift is limited to 500 Qualified Cardmembers. Each Qualifying Cardmember will only receive one Gift.
- 2.2. The Gift will be mailed by 31 January 2018 to the last known address of the Qualifying Cardmember based on UOB's records.
- 2.3. The Gift is neither transferrable nor exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB reserves the right to replace the Gift with another item of similar value without giving any reason or prior notice or assuming any liability to any person.
- 2.4. Notwithstanding anything to the contrary, UOB reserves the right to select a substitute Cardmember to substitute an initial Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.5. UOB is not responsible for any failure or delay in the transmission of transactions by any party including but not limited to acquiring merchants, merchant establishments.
- 2.6. In the event that any Qualifying Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Gift, UOB reserves the right to forfeit/reclaim the Gift and award or dispose of it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited/reclaimed Gift. Where the Gift has been awarded to or utilized by the Qualifying Cardmember who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Qualifying Cardmember a reimbursement for the value of the Gift.
- 2.7. UOB has the right, at any time and from time to time in its discretion and without giving prior notice, vary the value of the Gift; or substitute or replace the Gift with another item of similar value, without giving any reason or assuming any liability or payment of compensation to any person. UOB's determination of such variation, substitution or replacement shall be final, conclusive and binding.
- 2.8. Any Qualifying Cardmember whose Gift has been forfeited, reclaimed, revoked or suspended shall not be entitled to any payment or compensation notwithstanding non-receipt of the Gift.
- 2.9. 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 Gift, or the goods / services offered in connection with this Promotion; or for the acts or defaults of the merchant or supplier of the Gift or goods / services offered in connection with this Promotion. UOB is not an agent of the merchant and/or the supplier. Any dispute about the quality or service standard must be resolved directly with the merchant and/or supplier. The merchant and/or supplier may impose conditions for redemption and/or use of the Gift. 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 Promotion, the redemption or usage of the Gift or the goods / services offered in connection with this Promotion, including but not limited to, the loss of life, injury to person and/or loss or damage to property.

3. General

3.1 UOB shall not be responsible or liable:-

- (a) 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 may be engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
- (b) for any failure or delay in the transmission or receipt of evidence of bill / sale transactions by merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Cardmembers being omitted from being posted to the UOB Card account and/or captured in UOB's system during the Promotion Period;
- (c) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
- (d) any failure or delay in the transmission or receipt of SMS or EDM by the telecommunication authorities or any other parties which may result in any SMS or EDM sent or received by the Bank or the Cardmember being omitted or delayed during the Promotion Period;
- (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 Holder or any other person howsoever incurred or suffered.

3.2 Notwithstanding anything in these Terms and Conditions, UOB may, at any time and from time to time, vary, modify, add and/or delete any of these Terms and Conditions, including but not limited to, terminating or withdrawing the Promotion or amending the duration of the Promotion, or the Promotion Period, or the eligibility criteria, without giving any reason, prior notice and/or assuming any liability to any party and UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same and all Cardmembers shall be bound by these variations, modifications, additions and/or deletions. UOB's determination of all matters in connection with the Promotion, the Gift shall be final, binding and conclusive.

3.3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. 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 Holder). 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, of its decision and no appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of the Promotion and/or to receive the Gift.

- 3.4 All information is correct at the time of publishing 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 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.
- 3.5 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html) 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 insofar as it relates to the Promotion.
- 3.6 A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these Terms and Conditions.
- 3.7 These Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 3.8 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.