



## **UOB 0% Instalment Payment Plan (UOB 0% IPP) Agreement**

This document is a legal contract between you and us. You are bound by the terms and conditions of this Agreement (which may be modified from time to time) as soon as you have either signed the Charge Slip, received the merchandise or started using the services.

### **1 INSTALMENT PURCHASE**

- 1.1 Subject to the terms and conditions of this Agreement, upon signing the Charge Slip you agree to pay the Instalment Purchase Price in Singapore Dollars by the specific number of Instalments which shall be charged to your Card Account (“the Instalment Plan”).
- 1.2 Upon signing the Charge Slip, you hereby irrevocably authorise the Bank:
  - (a) to pay the Instalment Purchase Price to the merchant in full the amount stated in the signed Charge Slip; and
  - (b) to charge monthly to the Card Account, the Instalments in the amount set out in the Charge Slip until the Instalment Purchase Price has been charged in full to the Card Account.
- 1.3 If the Instalment Purchase Price cannot be divided into equal monthly Instalments, you agree to:
  - (a) pay the Difference at the point of sales; or
  - (b) pay the Difference together with your first or last Instalment.
- 1.4 Each Instalment shall be charged to the Card Account and will be treated in the same way as any other card transaction charged to the Card Account. The Instalment payable will be reflected in the Statement and shall be payable in accordance with the terms of the Cardmember's Agreement and the Instalment Plan. In particular, but without prejudice to the generality of the preceding sentence, interests and late payment charges will be levied on any overdue Instalment as well as other overdue amounts in the Card Account in accordance with the terms of the Cardmember's Agreement. For the avoidance of doubt, the interest-free period for each Instalment will end once the respective Instalment is charged to the Card Account.

- 1.5 Each Instalment will be billed to your Card Account every month, starting from the month of or after your Instalment Purchase. However, if the billing date falls on a Sunday or Public Holiday, the Instalment will be billed to your Card Account on the next working day.

## **2 APPLICABLE TERMS**

- 2.1 You may participate in the Instalment Plan provided:

- (i) the available combined credit limit for your card account, excluding any temporary credit line increase, is sufficient to block out the Instalment Purchase Price;
- (ii) There is sufficient available instalment balance to block out the Instalment Purchase Price; and
- (iii) The amount of the Instalment Purchase Prices is not less than the minimum amount determined by the Bank from time to time.

Upon signing the charge slip, you agree that your available combined credit limit will be provisionally reduced by blocking out an amount equivalent to the Instalment Purchase Price but will be progressively restored by the amount of each Instalment as each Instalment is paid and to the extent that actual payment is received by us.

- 2.2 This Agreement covers your Instalment Purchase and you will continue to be bound by the terms and conditions of:

- (a) the Cardmember's Agreement; and
- (b) any other agreements that you have with the Bank.

In the event of inconsistency with any of the agreements above, this Agreement shall prevail in so far as it applies to the Instalment Purchase.

## **3 ACCELERATION/TRANSFER OF PAYMENT**

- 3.1 Notwithstanding anything contained in the Cardmember's Agreement, this Agreement or any other document, the Bank shall at all times have the right at its sole discretion to charge to the Card Account the Instalment Purchase Price if no Instalment has been charged to the Card Account or to charge any Instalments not previously charged to the Card Account in relation to the Instalment Purchase Price.

- 3.2 In particular, and without prejudice to the generality of Clause 3.1 and the rights of the Bank under the Cardmember's Agreement, the Bank may exercise its rights under Clause 3.1 if:

the Card Account is cancelled or terminated (or notice of cancellation or termination has been given) by the Cardmember or the Bank for any reason whatsoever; the Cardmember defaults in the payment of any amounts due under the Cardmember's Agreement;

- (a) the Cardmember breaches any other provision of the Cardmember's Agreement, this Agreement, or any other agreements between the Bank and the Cardmember; or
  - (b) the Cardmember is deceased, or bankruptcy petition is presented in relation to the Cardmember, or the Cardmember is unable to pay his debts as they fall due.
- 3.3 In the event of cancellation or termination of the Instalment Plan and/or the Card Account (prior to full and final settlement of the Instalment Purchase Price) for any reason whatsoever, you hereby agree to pay an administrative fee of S\$100 in addition to making full and final settlement of the Instalment Purchase Price or the balance thereof. The administrative fees payable by you may be amended by the Bank from time to time by notification given by the Bank to you by any means or manner as it may decide.
- 3.4 The Bank reserves the right not to approve the transfer of any Instalment Plan from one Card Account to another Card Account or another account with the Bank.

#### **4 UOB CREDIT CARDS**

- 4.1 The computation and the rate of interest charges for any breach of the Instalment Plan for an Instalment Purchase made by using the UOB Credit Card shall be as provided in the UOB Cardmember's Agreement for credit card.

#### **5 EXCLUSION OF LIABILITY**

- 5.1 Without limiting the generality of the provisions of the Cardmember's Agreement and for the avoidance of doubt, the Bank will not be liable for any defective or damaged merchandise or any other dispute between you and the merchants relating to any Instalment Purchase. You hereby authorize us to continue to charge the Instalments to the Card Account in accordance with the Instalment Plan regardless of any such disputes.

#### **6 GENERAL**

- 6.1 You shall indemnify and keep us fully indemnified against any loss, damage, liability, cost and expense which the Bank may suffer or incur (including legal costs on an indemnity basis) arising out of or in connection with this Agreement, including but without limitation, the enforcement of the terms and conditions of this Agreement by the Bank.

- 6.2 You hereby give us your irrevocable consent to, at any time and without notice or liability disclose to any person as we may deem fit (including without limitation, any member of VISA International Service Inc and MasterCard International Inc; any of our branches (wheresoever situate), our agents, servants, correspondents, independent contractors and/or associates; any bank or financial institution; and any credit bureau recognised by the Monetary Authority of Singapore) such information of or relating to you whenever we consider it in our interest to make such disclosure.
- 6.3 No forbearance or failure or delay by us in exercising any right, power or remedy is to be deemed to be a waiver or partial waiver on our part; and no waiver by us of any breach by you of this Agreement is to be treated as a waiver of any subsequent breach or of any other provision of this Agreement.
- 6.4 The Bank and its merchants reserve the right to decline any application for the Instalment Plan.
- 6.5 We may change the terms of this Agreement at any time and in such manner as we may decide with or without prior notice. We will inform you about any such changes by any means or manner as we may decide.
- 6.6 This Agreement shall be governed by the laws of Singapore. Both parties hereby submit irrevocably to the non-exclusive jurisdiction of the Courts of Singapore.

## **7 Privileges**

- 7.1 All privileges will only be valid for the period stipulated by the Bank and/or for a specified number of months of the Instalment Plan.
- 7.2 The privileges may vary with different promotions or merchants.
- 7.3 The privileges will be applicable to all UOB Credit Cards and UOB CashPlus Visa Gold Debit Cards unless otherwise stated in a specified promotion.
- 7.4 We hereby reserve the right to withdraw all privileges in the event of any cancellation or termination of the Instalment Plan and/or the Card Account. For the avoidance of doubt, full repayment of the Instalment Purchase Price before the expiry of the Instalment Plan would be deemed as a termination of the Instalment Plan. Without prejudice to the rights of the Bank under the Cardmember's Agreement, we may exercise our rights to charge to your Card Account the value of all the privileges given to you (including any waiver of Instalment amounts or discounts given) upon our acceptance of the Instalment Plan (such value shall be as determined by the Bank in its sole discretion) and/or the difference between the retail price and the billed Instalments of the Instalment Purchases.

- 7.5 Certain UOB co-brand card partner merchants and Rewards Plus Program merchants may have opted to allow Instalment Purchases to be made and may also opt whether or not to allow the issuance of reward dollars in conjunction with the Instalment Purchase. If such merchants allow an item to be purchased under the Instalment Plan after allowing the redemption of reward vouchers/dollars against that item, the Instalment Price less any redemption must still be greater than the minimum amount determined by us. In any event, such merchants must also abide by any other conditions or restrictions imposed by the merchant or us.

## **8 DEFINITIONS**

- 8.1 In this Agreement, unless the context otherwise requires: -

Agreement - this agreement as may be varied from time to time.

Cardmember's Agreement - the UOB Cardmember's Agreement, the UOB Debit Card Agreement, or the Terms & Conditions Governing UOB CashPlus (as the case may be).

Card Account – UOB Credit Card Account or/and UOB CashPlus Account.

Instalment - each instalment charged to the Card Account on a monthly basis.

Instalment Purchase - any purchase of merchandise/services (which may be paid in Instalments) from the merchant.

Instalment Purchase Price – the full price of the Instalment Purchase.

Charge Slip – the form supplied by the Bank to the merchant for the purpose of charging the purchase of merchandise and/or services supplied by the merchant.

Statement – monthly statement issued by the Bank in respect of the Card Account.

Difference - the difference between the full retail price and the Instalment Purchase Price of the merchandise/services in the event that the Instalment Purchase Price cannot be divided into equal monthly Instalments.

We, us, our, the Bank - United Overseas Bank Limited.

You, your, Cardmember - the person, partnership or company who apply for the UOB Interest-free Instalment Plan. If applicable, these words include Principal Credit Cardmember, Supplementary Credit Cardmember, Personal Corporate Cardmember, Corporate Cardmember, CardUser and CashPlus Accountholder.

- 8.2 Unless the context otherwise requires, words and expressions which are respectively defined or construed in the Cardmember's Agreement shall have the same meanings when used or referred herein.
- 8.3 Words importing the singular include the plural and vice versa.
- 8.4 Words referring to the masculine also refer to the feminine and neuter gender.
- 8.5 Reference to a person includes reference to a sole proprietor, partnership or company.
- 8.6 Reference to a Clause is to a clause of this Agreement.
- 8.7 The headings to the Clauses are for reference only and are not to be taken into consideration in the interpretation of this Agreement.

## **TERMS AND CONDITIONS**

### **STAND TO WIN THE LATEST SAMSUNG GALAXY TAB 10.1 (16GB) WHEN YOU CHARGE 0% IPP TO YOUR UOB CREDIT CARD**

#### **1 Eligibility**

- 1.1 Subject to the following terms and conditions including, but not limited to, Paragraph 1.2 and 2.1 below, the United Overseas Bank Limited "STAND TO WIN THE LATEST SAMSUNG GALAXY 10.1 when you charge 0% IPP to your UOB Credit Card" lucky draw ("**Lucky Draw**") is open to all UOB principal and supplementary credit cardmembers whose UOB credit cards are issued in Singapore prior to or during the Promotion Period (as defined below) and which said UOB credit cards are valid, subsisting, in good standing and satisfactorily conducted in the opinion of UOB (collectively "**Eligible Cardmembers**" or each an "**Eligible Cardmember**") with the exception of the following:-
- (i) credit cardmembers of UOB CUP Card, UOB JCB Card, UOB Amex Card, Bank 121 Card and Private Label Card; and
  - (ii) UOB customers of Corporate Cards, Travel Accounts and Purchasing Card.
- 1.2 The following Eligible Cardmembers are not eligible to take part in the Lucky Draw:-
- 1.2.1 Directors and employees of United Overseas Bank Limited ("**UOB**") and Far Eastern Bank Ltd. (including the auditors involved with the Lucky Draw), and their respective immediate family members;
  - 1.2.2 Employees and staff of UOB's partners, the auditors, advertising agencies, promotion agencies and any other persons involved (directly or indirectly) in organizing, advertising, promoting and/or conducting the Lucky Draw and their immediate family members;
  - 1.2.3 Eligible Cardmembers whose credit card accounts are voluntarily or involuntarily closed or terminated or suspended anytime between 15 September 2011 and 15 December 2011 (both dates inclusive);
  - 1.2.4 All Corporate Cards, Purchasing Cards and Travel Accounts;
  - 1.2.5 Eligible Cardmembers who are or become mentally incapacitated, deceased, insolvent or have legal proceedings of any nature instituted against them;
  - 1.2.6 Any accounts of the Eligible Cardmembers that are:-
    - (i) not active, valid, subsisting or in good standing; and/or
    - (ii) deemed to be delinquent or unsatisfactorily conducted,for any reasons as may be determined by UOB at its absolute discretion;
  - 1.2.7 Persons below the age of 21 years as at the relevant Draw Date (as defined below); and

- 1.2.8 Any other persons as UOB may decide to exclude at its absolute discretion without notice and without furnishing any reason.

Notwithstanding anything herein, UOB has the absolute discretion to determine the eligibility of the UOB credit cardmembers for the Lucky Draw and such determination shall be final and conclusive and UOB shall not be obliged to give any reason thereof.

2. **The Lucky Draw**

- 2.1 A chance will be allocated to every Eligible Cardmember to win a Samsung GALAXY 10.1 tablet (16GB) every time the Eligible Cardmember successfully :-

- (a) charges his/her purchases to UOB 0% Instalment Payment Plan at any participating merchant in the UOB 0% Instalment Payment Plan Programme during the Promotion Period in conjunction with the Lucky Draw; AND
- (b) SMS WIN<space>last 4 digits of the credit card number<space>Transaction amount<space>NRIC<space>Name to 90241111,

during the Promotion Period (as defined below). The more times the Eligible Cardmember charges his/her purchases to UOB 0% Instalment Payment Plan at any participating merchant in the UOB 0% Instalment Payment Plan Programme during the Promotion Period in conjunction with the Lucky Draw and sends in the SMS referred to under paragraph 2.1(b) above, the more chances he/she gets to stand to win a Samsung GALAXY 10.1 tablet (16GB). The Eligible Cardmember shall pay and be responsible for all costs which he/she incurs in sending any SMS to UOB.

- 2.2 Any Electronic Short Message Service (“SMS”) sent by the Eligible Cardmembers to UOB if received by UOB after the Promotion Period shall not be considered as a SMS received by UOB.

3 **Promotion Period**

The promotion period for the Lucky Draw commences from 15 September 2011 to 15 December 2011, both dates inclusive (the “Promotion Period”).

4. **Participating Merchants**

There are more than 3500 participating outlets in the UOB 0% Instalment Payment Plan Programme and the list of participating merchants can be found at our UOB website at:

[http://www.uob.com.sg/personal/cards/privileges/zero\\_instalment\\_plan.html](http://www.uob.com.sg/personal/cards/privileges/zero_instalment_plan.html)

5. **Draw date**

- 5.1 Unless UOB notifies otherwise, the Lucky Draw will be conducted after 15 December 2011 or such other date as UOB may determine at their absolute discretion (“**Draw Date**”) and only three (3) winners (“**Winners**”) would be selected/drawn at random by such means and methods (which may be manual or computerised) as UOB may determine at its absolute discretion in the presence of the auditors at UOB Card Centre office located at 480 Toa Payoh Lorong 6 #25-01 HDB Hub East Wing Singapore 310480 or at such other venue as may be determined by UOB at their absolute discretion. For purposes of clarity, only one (1) Eligible Cardmember per month during the Promotion Period who successfully:-

- (a) charges his/her purchases to UOB 0% Instalment Payment Plan at any participating merchant in the UOB 0% Instalment Payment Plan Programme during the Promotion Period in conjunction with the Lucky Draw; and
- (b) SMS WIN<space>last 4 digits of the credit card number<space>Transaction amount<space>NRIC<space>Name to 90241111.

would stand a chance to be selected in the Lucky Draw as one of the Winners.

5.2 The Winners will be notified in writing by 31 January 2012 or by such other date as UOB may determine at their absolute discretion.

5.3 UOB reserves the right to select/draw reserve winners to substitute any winner of the Lucky Draw subsequently found to be ineligible or disqualified. UOB's determination of the Winners shall be final, conclusive and binding. No correspondence or claims will be entertained.

## 6. **Prizes**

6.1 There would be one (1) Samsung GALAXY 10.1 tablet (16GB) ("**Prizes**") to be given away to each Winner of the Lucky Draw.

6.2 The Prizes are neither transferable nor exchangeable for cash or otherwise.

6.3 UOB:-

- (a) is not an agent for the manufacturers, merchants and/or suppliers of the Prizes; and
- (b) shall not responsible or liable to any of the Winners for any consequences including, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection with the Lucky Draw and/or use of the Prizes and/or the defects, quality, merchantability, the fitness or any other aspect of the Prizes provided by the manufacturers, merchants and/or suppliers of the Prizes.

Any dispute between any Winners and the manufacturers, merchants and/or suppliers of the Prizes shall be resolved directly between the said Winner and the manufacturers, merchants and/or suppliers of the Prizes.

6.4 The winners of the Lucky Draw will be notified by post and contacted via telephone based on the last known contact information with UOB Card Center's records.

6.5 The Prizes must be claimed in Singapore on or before 15 February 2012. The unclaimed Prizes shall be forfeited and donated to such charitable organization as shall be decided by UOB at its absolute discretion. Any winner whose Prize was forfeited and donated to such charitable organization as shall be decided by UOB at its absolute discretion shall not be entitled to any payment or compensation notwithstanding any non-receipt of notification.

6.6 If any person is subsequently discovered to be ineligible or not entitled to participate in the Lucky Draw or ineligible to receive the Prize, UOB reserves the right to

forfeit/reclaim the Prize at UOB's discretion and confer the same on any other person as may be selected by UOB in any manner as UOB may deem fit at its absolute discretion. No person shall be entitled to any payment or compensation from UOB should any Prize be forfeited and donated to such charitable organization as shall be decided by UOB at its absolute discretion.

- 6.7 UOB may, at any time without notice and without any reason, in its sole and absolute discretion, substitute or replace the Prizes stated herein with another prize of equal or similar value (whether in cash or otherwise) selected by UOB. UOB's determination of the substituted prize shall be final, conclusive and binding. No correspondence or claims will be entertained.

## 7. **Participation**

- 7.1 It is a condition precedent for participation in the Lucky Draw that the Winners:-

- (a) consents to the public disclosure of his/her name, identification/passport number and photographs for advertising, promotional, publicity or commercial purposes by UOB or to the use of any data provided by such Winner for any future marketing effort by the UOB Group of Companies; and
- (b) agrees to cooperate with and participate in the advertising, promotional, publicity and/or commercial activities of UOB in relation to the Lucky Draw,

without any payment or compensation thereof and in such mode and manner as shall be decided by UOB at its absolute discretion.

- 7.2 The Winners agrees to and shall, if required by UOB at its absolute discretion, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Lucky Draw at his/her own costs.

- 7.3 Without prejudice to these Terms and Conditions, all participants of the Lucky Draw including, but not limited to the Winners expressly and irrevocably permit and authorize UOB to disclose, reveal and divulge any information regarding their particulars (including, but not limited to, their name, identification/passport number and photographs) to the parties involved in organizing, advertising, publicity, promoting or conducting the Lucky Draw for the purposes of the Lucky Draw.

## 8. **General**

- 8.1 UOB shall not be responsible or liable for:-

- (a) any failure or delay in the transmission of:-
  - (i) evidence of sale transactions by MasterCard/Visa/ acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other party(ies) or for whatever reasons which may result in a charge incurred or made by the Eligible Cardmember and/or the Winner being omitted from the allocation of chances by UOB during the Promotion Period; and/or
  - (ii) SMS by any telecommunication authorities or service providers which may result in the SMS not being received by UOB and therefore the

Eligible Cardmember and/or the Winner being omitted from the allocation of chances by UOB during the Promotion Period.

- (b) any late posting of the purchases;
- (c) any breakdown or malfunction in any computer system or equipment;
- (d) any error in computing any draw chances;
- (e) any notice which gets lost or misplaced or misdirected in the post;
- (f) any defects in the Prizes; or
- (g) for any injury, loss, damages and/or costs of any kind arising from or in connection with the Lucky Draw including, but not limited to:-
  - (i) any act or omission relating to the Eligible Cardmember's and/or the Winner's participation in Lucky Draw howsoever arising; or
  - (ii) arising from the usage of the Prizes;
  - (iii) any of the scenarios described under Paragraph 8. 1(a) to (f) above

The Eligible Cardmember and, where applicable, the Winners shall indemnify UOB for any claims, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred by UOB in connection therewith.

- 8.2 The decisions of UOB on all matters relating to the Lucky Draw are at its absolute discretion and are final, conclusive and binding on all Eligible Cardmembers and the Winners. UOB shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Lucky Draw or to give any claims in respect thereof.
- 8.3 The terms and conditions relating to the UOB 0% Instalment Payment Plan shall apply hereto. Please refer to [uob.com.sg](http://uob.com.sg) for more details on this Lucky Draw and on the UOB 0% Instalment Payment Plan Agreement. Notwithstanding anything in these Terms and Conditions or the UOB 0% Instalment Payment Plan Agreement, UOB reserves the right at any time and from time to time in its absolute discretion to determine and/or amend, by addition to, subtraction from or variation of, these Terms and Conditions or the UOB 0% Instalment Payment Plan Agreement without prior notification or any reason given and without payment or compensation whatsoever to the Eligible Cardmembers and/or to the Winners, including, but not limited to, the eligibility terms and criteria, the selection of the Winners, and the timing of any act to be done, and the Eligible Cardmembers and the Winners shall be bound by these amendments.
- 8.4 By taking part in this Lucky Draw, the Eligible Cardmembers and the Winners irrevocably and unconditionally:-
  - (i) authorizes UOB to conduct credit checks and verify information given in relation to or with the Lucky Draw with any party (including, without limitation, with any credit bureau or any other organization or corporation set up for the purpose of collecting and providing information relating to the credit standing

of persons) without reference to the Eligible Cardmembers and/or the Winners.

- (ii) consent to UOB and any of its employees, officers (as defined in the Banking Act Cap 19 (“**Banking Act**”)) or agents to disclose any customer information whatsoever relating to themselves as UOB shall consider appropriate to any person to whom disclosure is permitted or required by any statutory provision or law or to any other person wherever situate for any purpose whatsoever and it is hereby agreed that UOB and any of its employees, officers or agents may disclose the foregoing information to the fullest extent permitted by the Banking Act or any statutory provision or law. Without prejudice to the foregoing, the Eligible Cardmembers and the Winners consent to such disclosure to any credit bureau or any other organization or corporation set up for the purpose of collecting and providing information relating to the credit standing of persons and to the disclosure by such credit bureau or other organization or corporation to any member thereof, for the purposes of accessing their credit worthiness or for other purposes whatsoever.
- 8.5 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. In the event of any inconsistency between these Terms and Conditions and any brochure, marketing, advertising, promotional, publicity and other materials relating to or in connection with the Lucky Draw, these Terms and Conditions shall prevail.
- 8.6 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) to enforce any term of such agreement or any of these Terms and Conditions.
- 8.7 These Terms and Conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers and the Winners who participate in the Lucky Draw shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 8.8 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.