

## **Terms and Conditions Governing UOB “S\$10 Cash Rebate for Groupon Singapore” 2016 Promotion (“Terms and Conditions”)**

1. This “S\$10 Cash Rebate for Groupon Singapore” 2016 Promotion (the "**Promotion**") is only valid between 1 April 2016 and 7 April 2016, both dates inclusive ("**Promotion Period**").
2. This Promotion is only applicable to holders of United Overseas Bank Limited ("**UOB**") consumer/personal credit and/or debit cards issued by UOB in Singapore ("**Eligible Card**"), and whose Eligible Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion ("**Cardmembers**"). For the avoidance of doubt, "Eligible Card" excludes all UOB Corporate Card, UOB Empire World Business Card, UOB Gold Business Card, UOB Platinum Business Card and UOB Business Debit Card.
3. Cardmembers must fulfill the following conditions to be eligible ("**Eligible Cardmembers**") for a one-time lump sum S\$10 cash rebate ("**Cash Rebate**"):
  - (i) be the first 140 Cardmembers each day during the Promotion Period to conduct Eligible Transactions (as defined below) on their Eligible Card account amounting to **a minimum of S\$100 per transaction; AND**
  - (ii) have made the transaction online with the following merchant/business description name(s): **WWW.GROUPON.DE, WWW.GROUPON.SG or GROUPON**
4. For the purposes of this Promotion, "**Eligible Transactions**" means online transactions made via **www.groupon.sg** and which are successfully charged and posted to the Eligible Card account and captured/posted on UOB's systems during the Promotion Period, and **excludes** (i) any transaction where payment is/was made via Paypal and/or e-Nets; (ii) any transaction that was subsequently cancelled, voided or reversed for any reason; and/or (iii) any merchant/business description names which UOB may exclude from time to time without notice or giving reasons.
5. Spending incurred on the supplementary Eligible Card shall not accrue to the principal Eligible Card.
6. The Cash Rebate is limited to **one (1)** per Eligible Cardmember, regardless of the number of Eligible Cards he/she has and the number of Eligible Transactions made via **www.groupon.sg** during the Promotion Period.
7. The Cash Rebate will be credited to the Eligible Cardmember's qualifying Eligible Card account within three (3) months after the end of the Promotion or by such other mode / form of communication or on such other date as UOB may decide on from time to time.
8. Where the qualifying Eligible Card is a credit card with outstanding debit balance, the Cash Rebate will be utilized at the next card statement of that qualifying Eligible Card of the Eligible Cardmember to offset any outstanding debit balance by a corresponding amount of the Cash Rebate.
9. UOB shall not be liable for any late transaction postings affecting any Cardmember's eligibility to qualify for this Promotion/the Cash Rebate.
10. UOB assumes no liability or responsibility and shall not be liable or responsible for any failure or delay in the Eligible Cardmember's receipt of the Cash Rebate.

11. The Cash Rebate awarded shall be forfeited if the Eligible Cardmember's Card account is closed, terminated, cancelled or suspended prior to the credit of the Cash Rebate in the said account and the Eligible Cardmember shall not be entitled to any compensation or payment whatsoever.
12. If any Eligible Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB reserves the right to forfeit/reclaim the Cash Rebate 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 in kind shall be made by UOB for the forfeited/reclaimed Cash Rebate. Where the Cash Rebate was awarded to / redeemed by an Eligible Cardmember who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Eligible Cardmember a reimbursement for the value of the Cash Rebate.
13. The Cash Rebate is not transferable, withdrawal-able or exchangeable in full or in part for cash, credit, in kind or other goods and services. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, to replace or substitute the Cash Rebate with any other gift of equal or similar value selected by UOB.
14. UOB assumes no liability or responsibility for the acts or defaults of the merchants, agents, suppliers and/or service providers or defects in the goods or services offered in this Promotion. UOB is not an agent of the merchants, agents, suppliers and/or service providers. Any dispute about the quality or service standard must be resolved directly with the merchants, agents, suppliers and/or service providers. The merchants, agents, suppliers and/or service providers may impose conditions for the redemption of the goods or services. UOB will not be responsible for any injury, loss or damage suffered as a result of the redemption or usage of the goods and services.
15. 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.
16. The prevailing terms and conditions under the UOB Cardmember Agreement ("**Standard Terms**") will continue to apply and be binding on the Cardmembers. Please visit [uob.com.sg](http://uob.com.sg) for the Standard Terms. In the event of any inconsistency between the Terms and Conditions herein and the Standard Terms, the Terms and Conditions herein shall prevail to the extent of such inconsistency.
17. In the event of any inconsistency or discrepancies between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these Terms and Conditions shall prevail.
18. UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions due to (whether directly or indirectly) the delay or failure of the telecommunication authorities, any merchant or any service provider or such other third party which may be engaged for the Promotion, the delay or failure of any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of UOB.
19. UOB shall not be responsible for:-
  - (i) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions by acquiring merchants, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge incurred made by the Cardmember being omitted (whether from being posted to the Cardmember's account and/or captured in UOB's system or otherwise) during the Promotion Period;
  - (ii) any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Eligible Cards or being captured in UOB's system; or

- (iii) any breakdown or malfunction in any computer system or equipment.
20. UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising.
  21. UOB's decision on all matters relating to this Promotion shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or enter into any correspondence with the Cardmember or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.
  22. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not limited to varying the Promotion Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Cardmember, and all Cardmembers shall be bound by these amendments.
  23. 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.
  24. 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) to enforce or enjoy the benefit of any term herein.
  25. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

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