

Terms and Conditions governing the UOB Direct Visa Card 5% Cashback Promotion
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Promotion and Promotion Period

1. (i) The “5% Cashback” Promotion (“**Promotion**”) is open to all Eligible Cardmembers (as herein described) subject to the following terms and conditions.
- (ii) The Promotion commences from **28 November 2013 to 31 December 2014** (both dates inclusive) or for such other period as may be determined by United Overseas Bank Limited (“**UOB**”) in its absolute discretion (“**the Promotion Period**”).

Definitions

2. (i) Subject to the provisions herein,:-
 - (a) the term “**Approval Date**” refers to date UOB approves the Eligible Cardmember’s application for the Eligible Card.
 - (b) the term “**Eligible Cardmembers**” shall mean all individuals:-
 - (1) who do not hold an active Eligible Card that was issued prior to the Promotion Period; and
 - (2) whose Eligible Card account is opened between 25 November 2013 and 31 December 2014 (both dates inclusive); and
 - (3) whose Eligible Card account is valid and subsisting and in the opinion of UOB, in good standing and satisfactorily conducted with UOB and is not delinquent for any reasons as maybe determined by UOB,and each of them is an “**Eligible Cardmember**”.
 - (c) the term “**Eligible Card**” shall mean the UOB Direct Visa Card issued in Singapore by UOB.
 - (d) the term “**Excluded Transactions**” shall mean any retail spend transactions made in respect of fees and charges (including, but not limited to, annual fees, and fees) and any amount that is subsequently cancelled, voided or reversed from the account of the Eligible Card and UOB reserves the right, at any time at its discretion, to amend or vary this list without prior notification and all Eligible Cardmembers shall be bound by these amendments or variations.
 - (e) the term “**Retail Spend Transactions**” includes all retail spend transactions accumulated through any posted Visa retail transaction (whether in Singapore Dollars or foreign currency), including overseas, online, mail order, telephone order and Visa Paywave transactions that is successfully carried out and charged to the Eligible Card and captured/posted on UOB’s systems during that particular month but shall exclude the Excluded Transactions.
- (ii) Without limiting the generality of this provision, the following Eligible Cardmembers shall be disqualified from taking part in this Promotion and shall not be entitled to any payment or compensation whatsoever:-

- (a) Eligible Cardmembers who has an existing Eligible Card prior to the Promotion Period;
- (b) Eligible Cardmembers who have cancelled their Eligible Card six (6) months prior to the commencement of the this Promotion;
- (c) Eligible Cardmembers whose Eligible Card's account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime during the Promotion Period;
- (d) Eligible Cardmembers who are or become mentally incapacitated, deceased, bankrupts, insolvent or who face legal incapacity;
- (e) Eligible Cardmembers who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them;
- (f) Eligible Cardmembers whose Eligible Card's accounts are not active, valid, subsisting or in good standing or which are otherwise determined by UOB in its discretion as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its discretion;
- (g) Eligible Cardmembers who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time during the Promotion Period.

Cash Gift

3. (i) Under this Promotion, the first one thousand (1000) Eligible Cardmembers in each month during the Promotion Period who charge accumulated Retail Spend Transactions of at least S\$200.00 to his/her new Eligible Card within thirty (30) days from the Approval Date of his/her Eligible Card, regardless of the submission date of the application form for the Eligible Card, will, subject to paragraph 4 below, be awarded five percent (5%) cashback ("**Cash Gift**") on each Retail Spend Transaction which is:-
- (a) charged to his/her Eligible Card within thirty (30) days from the Approval Date of his/her Eligible Card; and
 - (b) successfully carried out and charged to the Eligible Card and captured/posted on UOB's system within the thirty (30) day period from the Approval Date.

For the avoidance of doubt, Retail Spend Transactions carried out and charged to the Eligible Card between 25 November 2013 to 30 November 2013 (both days inclusive) will be considered as Retail Spend Transactions carried out and charged in December 2013.

- (ii) The Eligible Cardmembers entitled to the Cash Gift will be selected based on the transaction records of the first one thousand (1000) Eligible Cardmembers who complies with paragraph 3(i) above
 - (iii) Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and from time to time to determine the eligibility of any Eligible Cardmember to participate in this Promotion and shall not be obliged to give any reason therefore or to make any payment or compensation whatsoever.
4. (i) The total Cash Gift to be awarded to any Eligible Cardmember pursuant to these terms and conditions is subjected to a cap of \$15.00 per Eligible Cardmember,

The applicable Cash Gift payable will be credited to the Eligible Card account of that Eligible Cardmember based on the following applicable dates or such other date as shall be decided by UOB at its discretion.

Month of the Approval Date	Cash Gift Crediting Date
25 to 31 November and December 2013	31 March 2014
January 2014	30 April 2014
February 2014	31 May 2014
March 2014	30 June 2014
April 2014	31 July 2014
May 2014	31 August 2014
June 2014	30 September 2014
July 2014	31 October 2014
August 2014	30 November 2014
September 2014	31 December 2014
October 2014	31 January 2015
November 2014	28 February 2015
December 2014	31 March 2015

- (ii) The Cash Gift is neither transferable nor exchangeable for credits, other gifts or otherwise in full or in part or refundable. UOB shall not be responsible or liable for any consequences including, but not limited to, loss of life, injury to person and/or damage to property arising from or in connection with this Promotion and/or use of the Cash Gift howsoever arising.
- (iii) If:-
- (a) any person is subsequently discovered to be ineligible or not entitled to participate in this Promotion or ineligible to receive the Cash Gift; or
 - (b) UOB inadvertently awards any Eligible Cardmember with amounts in excess of the Cash Gift that such Eligible Cardmember is actually entitled to,

UOB reserves the right, at any time and at its discretion,-

- (1) to forfeit/reclaim the Cash Gift or, where applicable, the excess Cash Gift paid through such modes as shall be decided by UOB at its discretion, including, but not limited to, by directly debiting the Cash Gift amount or, where applicable, the excess amount paid directly from the Eligible Cardmember's account(s) maintained with UOB without having to obtain the prior consent of the Eligible Cardmember; and
- (2) award or dispose of it/them in such a manner and to such person/persons as UOB deems fit at its absolute discretion without payment or compensation whatsoever or without giving any reason to the Eligible Cardmember whose Cash Gift or any excess amount paid was forfeited or reclaimed.

No person whose Cash Gift or the excess amounts has been forfeited or reclaimed shall be entitled to and UOB shall not be liable to any party for any payment or compensation whatsoever and shall not be required to give any reason or prior notice whatsoever notwithstanding any non-receipt of notification. Should any Retail Spend Transaction be deemed to be for commercial and/or non-personal purposes, UOB reserves the right to refuse to award any Cash Gift for such Retail Spend Transaction.

- (iv) UOB may, at any time and from time to time at its discretion and without prior notice or assigning any reason thereof or assuming any liability or payment of compensation to any person, replace, substitute or change the Cash Gift with another prize of similar value selected by UOB at their absolute discretion. UOB's determination of the substituted prize shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained.

General

- 5. The decisions of UOB on all matters relating to or in connection with this Promotion is at its discretion, including, but not limited to, UOB's determination on:-
 - (i) the amount and award of the Cash Gift;
 - (ii) whether an Eligible Cardmember has met all the requirements of this Promotion; or
 - (iii) whether the Retail Spend Transactions made to the Eligible Card qualifies for the purposes of this Promotion

All such decisions shall be final, conclusive and binding on all individuals and UOB shall not be required to give any reasons or prior notice on any matter relating to this Promotion and no appeal, correspondence(s) and claim(s) will be entertained. UOB has the absolute right and unfettered discretion to determine whether the Eligible Cardmembers has met all the requirements of this Promotion and/or to receive the Cash Gift awarded.

- 6. UOB shall not be responsible or liable:-
 - (i) for any failure or delay in the transmission or receipt of:-
 - (a) evidence of sale transactions by 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 being omitted from being posted to the relevant Eligible Card's account and/or captured in UOB's system during the Promotion Period; and/or
 - (b) the direct mailers or for any late posting of the direct mailers;
 - (ii) for any late posting of the Retail Spend Transactions or for any failure in the Retail Spend Transactions being transacted by the Eligible Card or being captured in UOB's system;
 - (iii) for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post;
 - (iv) for any breakdown or malfunction in any computer system or equipment;
 - (v) for any injury, loss, damages and/or costs of any kind arising from or in connection with this Promotion including, but not limited to:-
 - (a) any act or omission relating to the Eligible Cardmember's participation in this Promotion howsoever arising; or
 - (b) arising from the usage of the Cash Gift awarded;

- (c) any of the scenarios described under Paragraphs 6(i) to (iv) above.
- (vi) if it is unable to perform its obligations hereunder as a result of (whether direct or indirect) the delay or failure of any third party including, but not limited to, the SMS vendor, telecommunication authorities or service provider, the failure of any machine or communication system, industrial dispute, war, Act of God or for any act or omission outside the control of UOB.

The Eligible Cardmember 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.

7. While all information provided herein is believed to be correct and reliable at the time of printing, UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or reliability of its contents.
8. UOB shall not be liable to any Eligible Cardmember or any other persons for any loss or damage arising in connection with this Promotion, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, UOB assumes no responsibility for lost, late, misdirected, incomplete, ineligible and/or postage-due mail.
9. UOB assumes no liability or responsibility and will not be liable or responsible for any injury, loss, claim or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of or in connection with or arising from this Promotion howsoever arising.
10. Participation in this Promotion is subject to these terms and conditions stated herein. These terms and conditions herein are supplemental to UOB Debit Cardmember Agreement and the UOB SmartClub Programme terms and conditions (collectively the “**Standard Terms**”). Please visit www.uob.com.sg for the Standard Terms. In the event of any inconsistency between these terms and conditions herein and the Standard Terms, these terms and conditions herein shall prevail to the extent of such inconsistency. While all the information provided herein is believed to be correct and reliable as the date of printing, 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 between:-
 - (i) these terms and conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with this Promotion, these terms and conditions shall prevail; and
 - (ii) the English version of these terms and conditions herein and the Chinese version of these terms and conditions herein, the English version of these terms and conditions herein shall prevail.
11. Notwithstanding anything in these terms and conditions, UOB reserves the right at any time and from time to time in its discretion to determine and/or to vary/amend these terms and conditions, by addition to, subtraction from or variation of, these terms and conditions without prior notice or assigning any reason or assuming any liability to any party , including but not limited to, the eligibility terms and criteria, the duration of the Promotion Period, the selection of Eligible Cardmembers, and the timing of any act to be done, and all participants to this Promotion shall be bound by these amendments.
12. These terms and conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.

13. A person who is not a party to 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 terms of such agreement.
14. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

Information is correct at time of print (Updated 30 September 2014).