

Celebrate the joy of a new year with an abundance meal worth S\$888 from UOB!

Terms and Conditions

1. ELIGIBILITY

1.1 To be eligible for United Overseas Bank Limited's ("UOB") "Celebrate the joy of a new year with an abundance meal worth S\$888.00 from UOB!" (the "Promotion"), the principal Cardmember ("Eligible Cardmember") must have, during the Qualifying Period (as defined under Paragraph 2 below), successfully registered himself/herself to participate in the Promotion via Electronic Short Message Service (SMS), by keying in "**UOBCNY<SPACE>NRIC#<SPACE>Name**" and sending it to 77862 and UOB must have received the said SMS during the Qualifying Period. A SMS will be sent to the Eligible Cardmember for each successful registration. For the avoidance of doubt, each Eligible Cardmember is entitled to register only once to participate in the Promotion notwithstanding the number of Eligible Cards that he/she may have.

1.2 The following terms used herein are defined as follows:-

- (a) "*Cardmember*" shall mean any existing and new principal and supplementary holders of Eligible Cards, whose card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its discretion.
- (b) "*Eligible Cards*" shall mean any Visa, MasterCard, American Express, UnionPay and JCB credit or debit card issued by UOB in Singapore but shall exclude UOB Travel Account, Purchasing, Business, Multicurrency Corporate and Private Label credit cards issued by UOB.
- (c) "*Excluded Transactions*" shall mean lump sum instalment payment transactions, cash advances, balance and/or funds transfer, SmartPay, payments at government agencies, utilities bill payments, annual fees, cash advance fees, late fees, reversals, interest and any finance charges made by the Cardmember using the Eligible Cards and UOB reserves the right, at any time at its discretion, to amend or vary this list without prior notification and all Cardmembers shall be bound by these amendments or variations.
- (d) "*Participating Cardmembers*" shall mean Eligible Cardmembers and supplementary Cardmembers collectively.
- (e) "*Transactions*" shall mean credit or debit card transaction(s) (whether local or overseas) successfully carried out on and charged to the Eligible Cards of the Participating Cardmembers during the Qualifying Period and which are successfully captured/posted on UOB's systems during the Qualifying Period BUT shall exclude the Excluded Transactions. For the avoidance of doubt, the benefit of all Transactions incurred by a supplementary Cardmember in respect of the Promotion shall accrue to the applicable Eligible Cardmember.

1.3 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine the eligibility of any Cardmember or Eligible Cardmember for the Promotion and shall not be obliged to make any payment or compensation whatsoever.

1.4 Without limiting the generality of Paragraph 1.1, the following Cardmembers shall not be eligible for the Promotion:-

- (a) Cardmembers whose Eligible Card account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Qualifying Period and for the avoidance

of doubt, termination of a supplementary Cardmember's Eligible Card account(s) will not by itself disqualify the applicable principal Cardmember from the Promotion.;

- (b) Cardmembers whose Eligible Card account(s) is/are not active, 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;
- (c) those 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
- (d) who UOB may decide to exclude, at its discretion, without prior notice at any time during the Qualifying Period.

2. QUALIFYING PERIOD

The Promotion is valid only for Transactions made and captured posted between 12.00 a.m. on 1 January 2013 to 11.59 p.m. on 27 January 2013 (Singapore date/time), both dates and times inclusive ("**Qualifying Period**") subject to all the terms and conditions herein.

3. REGISTRATION VIA SMS

- 3.1 All registrations in respect of the Promotion must be done via SMS by the Eligible Cardmember. Only SMSes received by UOB shall be considered for the Promotion. Any incomplete or inaccurate SMS registration will not be considered and will be disqualified.
- 3.2 SMS registration starts from 12:00 am on 1 January 2013 and ends on 11:59 pm on 27 January 2013, Singapore date/time.
- 3.3 SMS registrations submitted in a form differing from that set out by UOB will be automatically disqualified.
- 3.4 SMS entries received by UOB before 12:00 am on 1 January 2013 or after 11:59 pm on 27 January 2013 (Singapore date/time) will not be eligible for the Promotion and will be considered invalid and void.
- 3.5 Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB for the Promotion and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Cardmembers. The Cardmembers shall pay and be solely responsible for all fees and charges imposed by such service providers for the sending and/or receipt of any SMS in connection with the Promotion.
- 3.6 Notwithstanding anything herein, UOB may at any time in its discretion and without giving prior notice, determine the eligibility of any SMS registration.
- 3.7 By participating via SMS registration, the Cardmember consents to the disclosure of information including, but not limited to, the Cardmembers' credit card number to the SMS vendor, independent telecommunication authorities or service provider or such other third party which is engaged by the Bank for the Promotion. The Cardmember authorises UOB to disclose information regarding the Cardmember and the Cardmember's relevant Eligible Card account to such parties for the purposes of the Promotion.

3.8 The SMS vendor, independent telecommunication authorities or service provider or such other third party is a third party and is independent and beyond the control of UOB. UOB shall not be responsible in any manner whatsoever for the delay in the transmission or receipt of any SMS.

4. WINNERS AND PRIZES

4.1 The first (1st) three hundred and eighty eight (388) Eligible Cardmembers (the “**Winners**”):-

- (a) who complies with Paragraph 1.1 above; and
- (b) has a minimum of S\$8,888.00 (or its equivalent in foreign currency) worth of Transactions charged to the following accounts during the Qualifying Period:-
 - (i) the account(s) of his/her Eligible Cards; and
 - (ii) the account of the supplementary Eligible Cards issued pursuant to that Eligible Cardmember’s Eligible Cards,

will each be entitled to a prize of an abundance meal worth S\$888 (the “**Prize**”) to be redeemed at applicable restaurants set out in the table below. The choice of restaurants is at UOB’s discretion and the Winners may not choose the restaurants offered. Subject to Paragraph 4.6 below, the value of the Prize is already inclusive of the service charge payable to the applicable restaurant and government service tax in relation to that Prize.

<u>Winners</u>	<u>Restaurant at which the Prize can be redeemed</u>
1st – 194th Winner	<p>An abundance meal worth S\$888.00 to be redeemed at any one (1) of the following Si Chuan Dou Hua Restaurants:-</p> <ul style="list-style-type: none"> (a) Si Chuan Dou Hua Restaurant PARKROYAL on Beach Road 7500 Beach Road Singapore 199591 Tel: (65) 6505 5722 Fax: (65) 6298 0716 douhua.prsin@parkroyalhotels.com <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> (b) Si Chuan Dou Hua Restaurant PARKROYAL on Beach Road 7500 Beach Road Singapore 199591 Tel: (65) 6505 5722 Fax: (65) 6298 0716 douhua.prsin@parkroyalhotels.com <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> (c) Si Chuan Dou Hua Restaurant PARKROYAL on Beach Road 7500 Beach Road

	Singapore 199591 Tel: (65) 6505 5722 Fax: (65) 6298 0716 douhua.prsin@parkroyalhotels.com
195th – 388th Winner	<p>An abundance meal worth S\$888.00 to be redeemed at any one (1) of the following Peach Garden Restaurants:-</p> <p>(a) Peach Garden @ Hotel Miramar 401 Havelock Road, Level 3 Hotel Miramar, Singapore 169631 Tel: 6736 3833</p> <p style="text-align: center;">OR</p> <p>(b) Peach Garden @ OCC 1 Orchid Club Road, #02-35 Social Club House, Singapore 769162 Tel: 6759 3833</p> <p style="text-align: center;">OR</p> <p>(c) Peach Garden Noodle House @ White Sands 1 Pasir Ris Central Street 3, #03-11/13 White Sands, Singapore 518457 Tel: 6585 3833</p> <p style="text-align: center;">OR</p> <p>(d) Peach Garden Noodle House @ Gardens by the Bay 18 Marina Gardens Drive, Singapore 018953 Tel: 6604 6733</p> <p style="text-align: center;">OR</p> <p>(e) Peach Garden Chinese Dining @ Chinatown Point 133 New Bridge Road, #02-36 Chinatown Point, Singapore 059413 Tel: 6702 0603</p>

- 4.2 The Winners will be determined by UOB based on the transaction records of the first (1st) three hundred and eighty eight (388) Eligible Cardmembers who complies fully with Paragraph 4.1 above. The Eligible Cardmembers may be contacted by UOB (via any of his/her contact details based on the last known contact information of the Eligible Cardmembers with UOB Card Centre's records no later than 8 February 2013 to verify his/her eligibility to participate in the Promotion.
- 4.3 (a) A Redemption Letter will be mailed before 8 February 2013 (Singapore date) to each of the Winners last known mailing address as per existing UOB's records. The Winner must redeem the Prize within the period starting from 12 February 2013 – 24 February 2013 (both dates inclusive (Singapore dates) and on such other terms and conditions as may be imposed by

the merchant, agent, supplier or service provider of the Prize and on the Redemption Letter. Details of redemption of the Prize will be set out in the Redemption Letter.

- (b) Reservation for the abundance meal at the applicable restaurants must be made by the Winners themselves and is on a first-come, first served basis, subject to the availability at the applicable restaurant.
 - (c) Proof of identification of the Winner together with such other additional documents that UOB or the merchant, agent, supplier or service provider requires must be presented in order to claim the Prize.
- 4.4 If any of the Prizes remains unclaimed by 23 February, 2012 (Singapore date) or if any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Prize, UOB reserves the right to forfeit/reclaim the Prize 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 the Winner whose Prize was forfeited/reclaimed. No payment or compensation whether in cash, credit or kind shall be made for the forfeited/reclaimed Prize notwithstanding non-receipt of notification.
- 4.5 UOB may, at any time and from time to time in its discretion and without prior notice or assuming any liability or payment of compensation to any person, substitute, replace or change any one of the Prize stipulated herein, with another item of similar value (whether in cash or otherwise).
- 4.6 The Prize referred to under Paragraph 4.1 above is based on a set menu for (eight) 8 persons that will be determined by the respective restaurants at their absolute discretion and such menu shall be communicated to the Winner together with the Redemption Letter. Any additional amounts and charges (including, but not limited to, service charge payable to the applicable restaurant and any government service tax) resulting from additional items ordered outside of the stipulated menu or any changes to the stipulated menu at the participating restaurants will be borne by the respective Winner.
- 4.7 Notwithstanding anything to the contrary, UOB reserves the right to select reserve winners to substitute any Winner that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion or where the Winner is unable to furnish any proof that he/she is the same person who made the registration referred to under Paragraph 1.1 above, including, but not limited to, not being able to present documentary evidence of proof of name and identification number. UOB shall not be liable to any such party for any payment or compensation arising from the above.
- 4.8 The Prizes are not transferable or exchangeable for cash, credits, other gifts or otherwise in full or in part or refundable. UOB assumes no liability or responsibility and shall not be responsible or liable 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 the redemption or usage of the goods and services or the Prize or in connection with the Promotion and/or redemption or use of the Prize and any consequences including, but not limited to, loss of life, injury to person and/or loss or damage to property arising from or in connection with the Promotion, and/or use of the Prize howsoever arising.
- 4.9 UOB does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in any of the Winners receipt of the Redemption Letter or if the Redemption Letter expires or gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected. Any Redemption Letter that is expired, lost, misplaced, tampered with, defaced, stolen, misdirected or damaged is strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for any unredeemed Prizes or any Redemption Letter which has expired or is lost, tampered with, misplaced, defaced, stolen, misdirected or damaged.

5. OBLIGATIONS OF PARTICIPATION

5.1 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.

5.2 By participating in the Promotion, the Cardmembers and the Winners expressly and irrevocably permits, authorizes and consents to the disclosure of his/her name, identification number and photographs for advertising, promotional, publicity or commercial purposes or otherwise co-operate and participate in the publicity activities of UOB in relation to the Promotion and to the use of any data provided for any future marketing effort undertaken by UOB in connection with the Eligible Cards, without any payment or compensation thereof.

6. GENERAL

6.1 UOB shall not be liable if it is unable to perform its obligations under these terms and conditions, due directly or indirectly to the failure of the SMS vendor, the telecommunication authorities or service provider or such other third party which maybe engaged for the Promotion any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of UOB.

6.2 UOB shall not be responsible or liable:-

(a) for any failure or delay in the transmission or receipt of:-

(i) evidence of sale transactions by MasterCard/Visa/Unionpay/JCB/CUP/American Express acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other parties which may result in a charge incurred or made by the Participating Cardmember being omitted from being posted to the Participating Cardmember's account and/or captured in UOB's system during the Qualifying Period;

(ii) SMS by or from any SMS vendor, independent telecommunication authorities or service providers or such other third party which maybe engaged for the Promotion which may result in the SMS not being received by UOB and therefore the Eligible Cardmember being omitted from participating in the Promotion;

(b) for any late posting of the Transactions or for any failure in the Transactions being transacted by the Eligible Cards or being captured in UOB's system;

(c) for any notice or communication or Redemption Letter which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or

(d) for any breakdown or malfunction in any computer system or equipment.

6.3 These Terms and Conditions herein are supplemental to the terms and conditions under the UOB Cardmember Agreement ("**Standard Terms**"). Please visit www.uob.com.sg for the Standard Terms. In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency. Participation in the Promotion is subject to these Terms and Conditions. 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 or discrepancies:-

- (a) 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; and
 - (b) the English version of these Terms and Conditions and the Chinese version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.
- 6.4 UOB shall not be responsible or liable for any loss, injury to or expenses, claim or damages of any Cardmember or any other person in connection with the Promotion, howsoever arising. However, UOB will be liable for the Cardmember's direct loss to the extent such loss is caused directly by UOB's fraud, negligence or willful misconduct.
- 6.5 The Prize is provided solely by UOB subject to such additional terms and conditions as determined by UOB and the participating restaurants. UOB will not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of any goods or services redeemed using the Prize or the acts or defaults of the merchant, agent, supplier or service provider of any goods or services redeemed using the Prize or defects or deficiency in the goods or services redeemed using the Prize. UOB is not an agent of the merchants, agents, suppliers or service providers. Any disputes about quality or service standard with such goods and services must be resolved directly with the participating restaurants, the merchants, agents, suppliers or service providers.
- 6.6 UOB's decision on all matters relating to the Promotion shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to enter into any correspondence with any persons and no appeal, correspondence or claims will be entertained.
- 6.7 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of these Terms and Conditions, including but not limited to, varying the Qualifying Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any prior notice or assuming any liability to any Cardmember, and all Cardmembers shall be bound by these amendments.
- 6.8 Cardmembers will be subjected accordingly to the Standard Terms.
- 6.9 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.
- 6.10 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 or enjoy the benefit of any term of such agreement.
- 6.11 These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.