

Terms & Conditions for the S\$50 Cash Promotion (“Promotion”):

1. Definitions

The following terms used in the Terms and Conditions are defined as follows:-

- (a) **“Eligible Transactions”** refers to all posted retail transaction(s) (whether local or overseas (whether in Singapore Dollars or non-Singapore dollars) and inclusive of installment payment plans) successfully carried out on and charged to the Eligible Card account during the Spend Period and which are successfully captured and posted on UOB’s systems during the Spend Period **BUT** shall exclude the Excluded Transactions.
- (b) **“Excluded Transactions”** refers to:-
- (i) cash advances, late payment, personal loan, balance and/or funds transfer, SmartPay, payments at government agencies, insurance payments, utilities bill payments, fees, chargebacks, interests, reversals, interest charges and any finance charges made by the Eligible Cardmember using the Eligible Card;
 - (ii) balances owing on the Eligible Card accounts accruing from months that do not fall within the Spend Period;
 - (iii) transactions relating to top-ups of any pre-paid card and brokerage/securities;
 - (iv) any transaction charged to the supplementary card(s) of the Eligible Cardmember;
 - (v) was subsequently cancelled, voided or reversed for any reason; and/or
 - (vi) such other categories of transactions which UOB may exclude from time to time without prior notice or giving reasons.
- UOB reserves the right, at any time at its discretion, to amend or vary this list without any reasons, prior notification and/or assuming any liability to any party and shall not be liable to pay any compensation or enter into any correspondence in connection with the same. All Eligible Cardmembers shall be bound by these amendments or variation.
- (c) **“Promotion Period”** refers to the period between 30 March 2016 to 30 June 2016 (both dates inclusive).
- (d) **“Qualifying Period”** refers to each or any of the following periods:
- (i) 30 Mar – 30 Apr 2016;
 - (ii) 1 – 31 May 2016; or
 - (iii) 1 – 30 June 2016
- within which the Eligible Cardmember’s (or Qualified Cardmember’s) Eligible Card application was approved by UOB.
- (e) **“Spend Period”** in respect of each Eligible Cardmember (or Qualified Cardmember) refers to the period of 30 days from the date his / her Eligible Card application was approved by UOB.

2. Eligibility

- 2.1 The “S\$50 Cash Promotion” (“**Promotion**”) is open to all individuals who complies with all of the following conditions (collectively “**Eligible Cardmembers**” and each an “**Eligible Cardmember**”):-
- (a) successfully applies for a YOLO card (each an “**Eligible Card**”) with United Overseas Bank Limited (“**UOB**”) within the Promotion Period and the Eligible Card application is approved by UOB within the Promotion Period;
 - (b) is (or will be) the principal holder of the Eligible Card;
 - (d) prior to the date the Eligible Card application was approved by UOB, is not the principal holder of any other active credit cards issued by UOB; and
 - (e) has not, in the six (6) months prior to commencement of the Promotion Period, cancelled any credit card issued by UOB.
- 2.2. Without limiting the generality of Paragraph 2.1 above, the following persons are not eligible to take part in the Promotion:
- (a) Eligible Cardmembers whose Eligible Card account is not active, not valid, not subsisting or not 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;
 - (b) Eligible Cardmembers whose Eligible Card account is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime and for the avoidance of doubt, termination of a supplementary holder’s Eligible Card account(s) will not by itself disqualify the applicable Eligible Cardmember from participating in the Promotion;
 - (c) Eligible Cardmembers who are or have become mentally incapacitated, deceased, insolvent, bankrupt or have (or any threat of) legal proceedings of any nature instituted against them or faces legal incapacity or is incapable of handling their affairs; and/or
 - (d) Eligible Cardmembers who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time.
- 2.3 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and without having to give any prior notice or any reason and from time to time to determine:-
- (a) the eligibility and/or ineligibility of any Eligible Cardmember for the Promotion and whether the Qualified Cardmember is entitled to the Award; or
 - (b) when to terminate the Promotion; and
 - (c) whether an Eligible Card is valid and/or an Eligible Transaction qualifies for the Promotion,

and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons or prior notice thereof and shall not be obliged to make any payment or compensation whatsoever to any Eligible Cardmembers rendered ineligible for participation in the Promotion.

3. **The Award**

- 3.1. (a) Eligible Cardmembers who fulfill all of the following conditions (each a “**Qualified Cardmember**”, collectively “**Qualified Cardmembers**”) will be entitled to a cash rebate of S\$50 (“**Award**”) -
- (i) are the first 350 amongst the other Eligible Cardmembers who fall within the same Qualifying Period to:
 - (ii) activate his/her Eligible Card; and
 - (iii) charge to his/her Eligible Card account, Eligible Transactions of at least Singapore Dollars Six Hundred (S\$600.00) during the Spend Period.
 - (b) For the avoidance of doubt, Eligible Transactions made in foreign currencies will be converted into Singapore dollars based on UOB’s then prevailing exchange rate applicable at the time of exchange
 - (c) All Eligible Transactions must be charged to one (1) Eligible Card account of the Eligible Cardmember. UOB is not responsible for any failure or delay in the transmission of the Eligible Transactions by any party including, but not limited to, acquiring merchants, merchant establishments, or any telecommunication provider.
 - (d) If an Eligible Transaction is cancelled or reversed after the applicable Spend Period is over and the total amount spent during the Spend Period falls short, or fails to meet the conditions in clause 3.1(a) above, the Qualified Cardmember will be disqualified for the Award.
- 3.2. The Award under this Promotion is limited to one thousand and fifty (1050) Qualified Cardmembers, and a S\$50 cash rebate for each Qualified Cardmember, regardless of the number of Eligible Cards applied for, and/or that the Eligible Transactions exceeds the Qualifying Spend.
- 3.3. Subject to the terms and conditions of this Agreement being fulfilled, the applicable Award will be credited to the respective Qualified Cardmember’s Eligible Card account by 31 August 2016, or such other date as shall be decided by UOB at its discretion.
- The Award notification letters will be sent by 31 July 2016 (or such other date as shall be decided by UOB at its discretion) to the last known address of each of Qualified Cardmember based on UOB’s records to inform the Qualified Cardmember that he/she is entitled to the Award.
- 3.4. Notwithstanding anything to the contrary, UOB reserves the right to select reserve Qualified Cardmembers to substitute any initial Qualified Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.

3.5 In the event that:-

- (a) there is any error or mistake in the calculation of the Qualifying Spend or crediting of the the Award;
- (b) the Eligible Card account of any Qualified Cardmember or any Eligible Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion;
- (c) there are credit balances in the Eligible Card account of any Qualified Cardmember arising out of (but not limited to) the failure of the Eligible Transaction, returned goods or services under that transaction, billings disputes;
- (d) the Eligible Card account is closed or terminated within nine (9) months from the date the Eligible Card account was opened;
- (e) any person, Eligible Cardmember or Qualified Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Award;
- (f) the Qualified Cardmember is subsequently found not have incurred the Qualifying Spend;
or
- (g) any other situation that UOB deems fit,

then UOB is entitled at its sole and absolute discretion, and at any time without liability or prior notice or having to give any reason:-

- (i) to amend, correct or adjust the calculation of the Award;
- (ii) to suspend, revoke, or forfeit the crediting of the Award (or any part thereof); or
- (iii) where the Award has been credited, to reclaim the Award (or any part thereof) without any liability on the part of UOB.

No person shall be entitled to and UOB shall not be liable for any payment or compensation (whether in cash, credit or kind) whatsoever arising from the above and no person shall be entitled to such payment.

- 3.6 In the event that the Eligible Card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever before the applicable Award is awarded into the applicable Eligible Card account, such Award shall be forfeited and the Qualified Cardmember shall not be entitled to any compensation or payment whatsoever.
- 3.7 UOB has the right, at any time and from time to time in its discretion and without prior notice, giving any reason or assuming any liability or payment of compensation to any person, to vary replace or substitute the Award. UOB's determination shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained. UOB will not be liable for any late transaction postings affecting any person's eligibility to qualify for the Award. The Award is not exchangeable for cash, credit or other goods and services whether in full or in part and they are not refundable or replaceable

General

- 4.1. By participating in the Promotion, each Cardmember agrees to be bound by the Terms and Conditions.
- 4.2. UOB shall not be responsible or liable:-
- (a) to ensure that the Eligible Transactions are posted promptly;

- (b) for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under the 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 maybe engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB.
 - (c) for any failure or delay in the transmission or receipt of evidence of sale transactions by MasterCard/Visa/Unionpay/JCB/CUP/American Express, merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Eligible Cardmember being omitted from being posted to the Cardmember's Eligible Card account and/or captured in UOB's system during the Spend Period;
 - (d) for any failure or delay in the transmission or receipt of an application for the Eligible Card that is submitted via online and which may result in an individual not being able to apply for the Eligible Card and therefore not being able to participate in the Promotion;
 - (e) for any SMS, notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected; or
 - (f) for any breakdown or malfunction in any computer system or equipment; or
 - (g) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered, save for the Cardmember's direct loss, to the extent such loss is caused directly by UOB's fraud, gross negligence or willful misconduct arising in connection with the Promotion.
- 4.3 Notwithstanding anything in the Terms and Conditions, UOB may at any time vary, modify, add or delete any of the Terms and Conditions, including, but not limited to, terminating or withdrawing the Promotion on or amending the duration of the Promotion, or the eligibility criteria, without giving any reason, prior notice and/or assuming any liability to any party and 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 amendments or variations.
- 4.4 UOB has the discretion to make decisions on all matters relating to or in connection with the Promotion, including, but not limited to, the determination of whether the Eligible Cardmember has met all the requirements of the Promotion, who shall be a Qualified Cardmember and to choose substitute Qualified Cardmembers if any Qualified Cardmember is subsequently found to be ineligible to receive the Award. 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 Cardmember). 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 or its decision and no appeal, correspondence or claims will be entertained.

- 4.5 All information is correct at the time of publishing or posting online 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:-
- (a) the Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail; and
 - (b) the English version of the Terms and Conditions and the Chinese version of the Terms and Conditions, the English version of the Terms and Conditions shall prevail.
- 4.6 Any Cardmember who participates in the Promotion will not be eligible to participate in any other UOB Credit Card Sign Up promotions.
- 4.7 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html), the prevailing terms and conditions applicable to the Eligible Card and the prevailing UOB Rewards Programme (collectively the “**Standard Terms**”) 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 the Terms and Conditions herein. Cardmembers are deemed to have accepted the Terms and Conditions when they participate in the Promotion. In the event of any inconsistency between the Terms and Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency.
- 4.7 A person who is not a party to the Terms and Conditions and/or any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such agreement or any of the Terms and Conditions.
- 4.8 The Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 4.9 Except where the context so requires, words denoting the singular include the plural and vice versa.