

## **PAYNOW FOR A CAUSE TERMS AND CONDITIONS (THE “TERMS AND CONDITIONS”)**

### ***Participation***

1. This “PayNow for a Cause” Campaign (“**Campaign**”) is only open from 23 November 2017 to 21 December 2017, both dates inclusive (“**Campaign Period**”).
2. This Campaign is applicable to individuals who have fulfilled all the following conditions (“**Participants**”):
  - (a) hold an existing account with any bank or financial institution in Singapore which is valid, subsisting, in good standing and satisfactorily conducted (“**Account**”);
  - (b) register with PayNow and link their Account to either their mobile number, NRIC or FIN within the Campaign Period; and
  - (c) during the Campaign Period, transfer any amount via PayNow from their Account to **+65 8228-2228** (“**UOB CSR Account**”), as a donation to the Society for the Physically Disabled (“**Donation**”).

### ***Donation***

3. For the total amount of Donations collected in the UOB CSR Account, United Overseas Bank Limited (“**UOB**”) will donate a matching contribution (“**Matched Sum**”), up to a cap of SGD\$100,000.
4. Donations collected in the UOB CSR Account and the Matched Sum will be donated to the SPD
5. The Participants are responsible for ensuring that they have sufficient funds in their Account to meet their financial commitments. The Participants continue to be liable for all associated charges arising from any unsuccessful processing of PayNow transactions, cheques, GIRO deductions or any other payment instructions, whether due to insufficient available funds in the Account or otherwise.

### ***Tax Deduction***

6. Subject to applicable tax laws and regulations, Participants who make a Donation of at least S\$20 from an Account which is held with UOB (“**UOB Participants**”) may be eligible for tax deduction from the Inland Revenue Authority of Singapore (“**tax deduction**”). Please refer to <https://www.iras.gov.sg/irashome/Other-Taxes/Charities/Donations-and-Tax-Deductions/for> further details.
7. Joint holders of a UOB Account which must be operated jointly (i.e. the UOB Account cannot be operated in the alternate) are not eligible for this Campaign.
8. For the purposes of the tax deduction, UOB will collect, use, and disclose the UOB Participant’s following information to SPD:
  - (a) Name
  - (b) NRIC
  - (c) Mailing address
  - (d) Email address

- (e) Contact no
- (f) Donation amount

UOB Participants who **do not** consent to disclosing their above information to SPD must type:

- (i) **“EXCLUDE”** in the “My Initials” section on the UOB Personal Internet Banking page while making the Donation; or
- (ii) **“EXCLUDE”** in the “Comments” section on UOB Mighty while making the Donation.

These UOB Participants who **do not** consent to disclosing their above information to SPD shall not be eligible for the tax deduction.

- 9. UOB’s prevailing “Terms and Conditions Governing Accounts and Services (Individual Customers)” (“Account Terms”) and the PayNow Terms and Conditions (“PayNow Terms and Conditions”) continue to apply and be binding on UOB Participants. In the event of any inconsistency between these Terms and Conditions and (a) the Account Terms; or (b) Pay Now Terms; or (c) any brochure or marketing materials relating to the Campaign, these Terms and Conditions will prevail on matters relating to this Campaign.

### **General**

- 10. If any Participant is subsequently discovered to be ineligible or not entitled to participate in the Campaign, UOB reserves the right to forfeit the Donation and respective Matched Sum; grant or dispose of the Donation and respective Matched Sum in such manner and to such persons as UOB deems fit; and/or claim from the Participant a reimbursement for the value of the Donation and respective Matched Sum. No payment or compensation whether in cash, credit or kind shall be made by UOB, nor any liability borne by UOB, should UOB exercise its rights in this clause.
- 11. UOB is not liable or responsible for the acts or defaults of the SPD, any government authority, service provider, or third party appointed in connection with this Campaign. The SPD, government authorities, service providers, and third parties appointed in connection with this Campaign are independent and beyond the control of UOB. Any dispute about the acts or defaults of the SPD; or the government authorities, service providers, or third parties must be resolved directly with the SPD; government authorities, service providers, or third parties. UOB does not assume any liability or responsibility for and will not be liable or responsible for any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the Campaign, including but not limited to, the loss of life, injury to person and/or loss or damage to property.
- 12. Participation in the Campaign is subject to these Terms and Conditions and the Participants are deemed to have accepted these Terms and Conditions when they participate in the Campaign. Participants shall indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB in connection with any breach of these Terms and Conditions.
- 13. The terms and conditions governing the Participant’s Account; and the relationship between the Participant and the other bank / financial institution in connection with the Participant’s Account (the **“Other Terms”**) will continue to apply and be binding on the Participants. In the event of any inconsistency between these Terms and Conditions and the Other Terms, these Terms and Conditions will prevail on matters relating to this Campaign.
- 14. UOB shall not be responsible or liable:-

(a) for any losses, damages or otherwise suffered by any person if UOB is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of telecommunication authorities or service provider or such other third party which may be engaged for the Campaign, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB; (b) for any failure or delay in the transmission or receipt of evidence of transactions by telecommunication authorities/provider or any other parties which may result in a transaction made by the Participant being omitted from being posted to the Participant's Account and/or captured in UOB's system during the Campaign Period; (c) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected; (d) for any breakdown or malfunction in any computer system or equipment; or (e) for any costs, losses, damages, claims, expenses and/or injuries of any Participant or any other person howsoever incurred or suffered; (f) For the acts of the SMS vendor, independent telecommunication authorities or service provider or such other third parties which are independent and beyond the control of UOB.

15. UOB's decision on all matters relating to this Campaign shall be final, conclusive and binding on the Customer. UOB shall not be obliged to give any reason or enter into any correspondence with the Customer or any persons on any matter concerning this Campaign and no appeal, correspondence or claims will be entertained.
16. 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 Campaign 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 Campaign 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 Participant, and all Participants shall be bound by these amendments. UOB's 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.
17. 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.
18. 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.
19. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all persons who participate in this Campaign shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.