

**Terms and Conditions Governing Limited Edition Rose Gold UOB Lady's Solitaire Card Promotion ("Terms and Conditions")****1. Eligibility**

1.1 The "*Limited Edition Rose Gold UOB Lady's Solitaire Card Promotion*" (the "**Promotion**") is only open to Cardmembers (as defined below) subject to the following Terms and Conditions.

1.2 For the purposes of the Promotion, the following terms are defined as follows:-

(i) "**Cardmembers**" shall mean all existing and new principal holders of a Card who has complied with all of the following:-

(a) has successfully registered herself to participate in the Promotion via Electronic Short Message Service ("**SMS**"), by keying in "**rosegold<space>NRIC Number**" and sending it to 77862 using her last known registered mobile number with UOB and UOB must have received the said SMS during the Qualifying Period; an acknowledgement SMS will be sent for each successful SMS registration received by UOB; and

(b) whose Card account is, in the opinion of UOB, valid, subsisting, in good standing and is not determined by UOB at being delinquent and unsatisfactorily conducted.

(ii) "**Cards**" shall collectively mean all of the following cards that are issued by United Overseas Bank Limited ("**UOB**") in Singapore:-

- (a) UOB Lady's Card; or
- (b) UOB Lady's Platinum Card; or
- (c) Solitaire Card,

and the term "**Card**" shall mean any one of them.

(iii) "**Solitaire Card**" shall mean any UOB Lady's Solitaire Card issued by UOB in Singapore.

1.3 (i) Without limiting the generality of Paragraph 1.1 above, the following shall not be eligible for the Promotion:

(a) Any person whose Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 30 June 2016 and 30 September 2016 (both dates inclusive);

(b) A person who is mentally unsound, facing legal incapacity or is incapable of handling his/her affairs, deceased, insolvent, bankrupt or have any legal proceedings of any nature instituted against him/her or any threat of legal proceedings of any nature instituted against him/her;

- (c) Any person whose Card accounts are not active, valid, subsisting or in good standing or which are otherwise determined as being delinquent or unsatisfactorily conducted by UOB in its absolute discretion.
- (d) Any person UOB may decide to exclude, at its discretion, without prior notice or giving any reason at any time during the Qualifying Period.
- (ii) 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 person to take part in the Promotion and shall not be obliged to give any reason or prior notice therefore and shall not be liable to make any payment or compensation whatsoever to any person rendered ineligible for participation in the Promotion.
- (iii) For the avoidance of doubt, the termination of a supplementary holder's Card that was issued pursuant to the Card account of the Cardmember will not by itself disqualify that Cardmember from participating in the Promotion.

## **2. Qualifying Period**

- 2.1 The Promotion shall be for a period commencing from 30 June 2016 to 30 September 2016 (both dates inclusive) or such other period as may be determined by UOB in its absolute discretion ("**Qualifying Period**").

## **3. SMS Registration and SMS Sending**

- 3.1 For the avoidance of doubt, each Cardmember is entitled to register only once to participate in the Promotion.
- 3.2 Only SMSes actually received by UOB during the Qualifying Period will be considered for the Promotion. Any incomplete or inaccurate SMS registration or any SMS which is not in the form prescribed in accordance with the Terms and Conditions will not be considered and consequently be disqualified.
- 3.3 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 or liable in any manner whatsoever for the delay in the transmission or receipt of any SMS or for any lost SMS.
- 3.4 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 or liable 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.

## **4. Promotion Mechanics**

- 4.1 Under the Promotion,:-
  - (i) the first one thousand (1,000) Cardmembers who has an accumulated Retail Spend of at least S\$45,000.00 charged to the Card account of that Cardmember within the Qualifying Period ("**First Minimum Accumulated Transactions**") shall be eligible to receive an invitation to upgrade to their Card to a Limited Edition Rose Gold UOB Lady's Solitaire Card ("**Eligible Cardmembers for Limited Edition Rose Gold Card**") in accordance with Paragraph 5 below.

- (ii) a Cardmember of a Card other than a Solitaire Card and who is also not an Eligible Cardmember for Limited Edition Rose Gold Card but who has an accumulated Retail Spend of at least S\$15,000.00 charged to the Card account of that Cardmember within the Qualifying Period (“**Second Minimum Accumulated Transactions**”) will be eligible to receive an invitation to be upgraded to a Solitaire Card (“**Eligible Cardmembers for Solitaire Card**”) in accordance with Paragraph 6 below.

The First Minimum Accumulated Transactions and the Second Minimum Accumulated Transactions shall hereinafter be referred to collectively as the “**Minimum Accumulated Transactions**” while the Eligible Cardmembers for Limited Edition Rose Gold Card and the Eligible Cardmembers for Solitaire Card shall hereinafter be referred to collectively as the “**Eligible Cardmembers**”.

4.2 For the avoidance of doubt, the benefit of all and any Retail Transactions incurred by a supplementary holder of a Card during the Qualifying Period shall accrue to the respective Cardmember and towards the applicable Minimum Accumulated Transactions.

4.3 “**Retail Transactions**” refer to any transactions for the purchase of goods and/or services which are successfully charged to the Card account of a Cardmember by either that Cardmember or the applicable supplemental cardholder of that Card account during the Qualifying Period, and which are also successfully posted and captured in UOB’s system during the Qualifying Period but shall not include any bill (where applicable) or insurance payment; payment or donations to any charitable, religious, or social organizations; payment of funds to prepaid accounts, including top-ups for any pre-paid card; 0% Installment Payment Plans; UOB Lady’s LuxePay Plans (if applicable); online money transfers; balance/funds transfers; cash advances; fees; interests; finance charges; late payment charges; annual fee charges; reversals; other financial charges; SMART\$ transactions and any other transactions that UOB may exclude from time to time without prior notice or giving any reason

Without limiting the generality of the foregoing, the following transactions under bill payment and payment of funds to prepaid accounts will not be awarded with UNI\$/cash rebate:

**Establishments registered under the following MCC:**

- (i) 6300 Insurance Underwriting, Premiums
- (ii) 6399 Insurance – Default
- (iii) 8398 Organizations, Charitable and Social Service
- (iv) Payment of funds to any of the following prepaid accounts: -
  - EZLINK\*
  - EZ-Link\*
  - EZ Link\*
  - WWW.MYEZLINK.COM.SG
  - FlashPay ATU\*
  - FlashPayATU\*
  - MB\* MONEYBOOKERS.COM
  - OANDAASIAPA
  - OANDA ASIA PAC
  - PAYPAL \*PLUS500.COM
  - PLUS500
  - PLUS500UK LIMITED
  - SKR\*PLUS500CY LTD

WWW.PLUS500.CO.UK  
PAYPAL \* BIZCONSULTA  
PAYPAL \* OANDAASIAPA  
PAYPAL \* CAPITALROYA  
Saxo Cap Mkts Pte Ltd  
SKR\*SKRILL.COM  
WWW.IGMARKETS.COM.SG  
TRANSIT LINK\*  
TRANSITLINK\*  
AXS Payment\*  
AXSPayment\*  
NETS VCASHCARD\*

UOB reserves the right to amend the list above without any prior notice or giving any reason.

4.7 For the avoidance of doubt,-

- (i) each Eligible Cardmember for Limited Edition Rose Gold Card is only entitled to receive one (1) Limited Edition Rose Gold Lady's Solitaire Card regardless on the number of Cards issued to that Eligible Cardmember for Limited Edition Rose Gold Card; and
- (ii) each Eligible Cardmember for Solitaire Card is only entitled to receive one (1) Solitaire Card regardless on the number of Cards issued to that Eligible Cardmember for Solitaire Card.

## 5. Limited Edition Rose Gold UOB Lady's Solitaire Card

5.1 Each Eligible Cardmembers for Limited Edition Rose Gold Card shall be eligible to receive an invitation ("**Invitation**") to:-

- (i) upgrade her existing Cards to a limited edition rose gold UOB Lady's Solitaire Card which is made of duralumin material and contains the MasterCard World Elite logo thereon ("**Limited Edition Rose Gold Card**"); the Limited Edition Rose Gold Card is awarded based on a "*while stocks last*" basis and on a "*first-come-first-served*" basis; and
- (ii) upgrade the Cards of the applicable supplementary holder of a Card issued under the Card account of that Eligible Cardmember for Limited Edition Rose Gold Card to a regular (plastic material) UOB Lady's Solitaire Card which contains the MasterCard World Elite logo thereon ("**Limited Edition Supplementary Card**").

5.2 The Invitation will be sent via a SMS and/or a letter to the Eligible Cardmember for Limited Edition Rose Gold Card within three (3) months from the expiry of the Qualifying Period to the last known address and, where applicable, mobile phone number of that Eligible Cardmember for Limited Edition Rose Gold Card based on UOB's latest records. The Limited Edition Rose Gold Card will be issued to the Eligible Cardmember for Limited Edition Rose Gold Card and the Limited Edition Supplementary Card will be issued to the applicable supplementary holder referred to under Paragraph 5.1 above, subject to that Eligible Cardmember for Limited Edition Rose Gold Card having accepted the Invitation and having agreed to be bound by the applicable terms and conditions for the Limited Edition Rose Gold Card and the Limited Edition Supplementary Card, and subject always to the

final approval of and at the discretion of UOB.

5.3 The Invitation will set out the details and procedures for the Eligible Cardmembers for Limited Edition Rose Gold Card to accept the Invitation and the applicable terms and conditions for the Limited Edition Rose Gold Card and the Limited Edition Supplementary Card. The Eligible Cardmembers for Limited Edition Rose Gold Card must do the necessary and expressly accept the Invitation within the stipulated timeline; otherwise, the Invitation will be forfeited and deemed null and void. Upon UOB's receipt of the consent from the Eligible Cardmembers for Limited Edition Rose Gold Card, and subject to UOB's approval, the Eligible Cardmembers for Limited Edition Rose Gold Card and, where applicable, the applicable supplementary holder referred to under Paragraph 5.1 above shall receive the Limited Edition Rose Gold Card and the Limited Edition Supplementary Card respectively within six (6) months after the stipulated acceptance timeline referred to in the Invitation.

5.4 For the avoidance of doubt, at any point in time after the mail-out of:-

- (i) the Limited Edition Rose Gold Card to the Eligible Cardmembers for Limited Edition Rose Gold Card, should an Eligible Cardmember for Limited Edition Rose Gold Card wishes to replace her Limited Edition Rose Gold Card due to whatsoever reason, that Eligible Cardmember for Limited Edition Rose Gold Card will be entitled to one (1) complimentary replacement of the Limited Edition Rose Gold Card and any subsequent requests for replacement will be chargeable at S\$321.00 (inclusive of 7% GST); and
- (ii) the Limited Edition Supplementary Card to the applicable supplementary holder referred to under Paragraph 5.1 above, should that supplemental holder wishes to replace her Limited Edition Supplementary Card due to whatsoever reason, that supplemental holder will be entitled to one (1) complimentary replacement of the Limited Edition Supplementary Card and any subsequent replacement for such supplemental holder will be chargeable \$21.40 (inclusive of 7% GST).

UOB assumes no liability or responsibility for any defects or any wear and tear of the Limited Edition Rose Gold Card or the Limited Edition Supplementary Card.

## **6. UOB Lady's Solitaire Card**

6.1 The Eligible Cardmembers for Solitaire Card shall each be eligible to receive an invitation to upgrade their existing UOB Lady's Card or UOB Lady's Platinum Card that are issued in Singapore to a Solitaire Card ("**Solitaire Card Invitation**").

6.2 This Solitaire Card Invitation will be sent via SMS and/or a letter to the Eligible Cardmembers for Solitaire Card within three (3) months from the expiry of the Qualifying Period to the last known address and, where applicable, mobile phone number of that Eligible Cardmember for Solitaire Card based on UOB's latest records. The Solitaire Card will be issued to both the Eligible Cardmember for Solitaire Card and the supplemental holders of a UOB Lady's Card or UOB Lady's Platinum Card issued under the Card account of that Eligible Cardmember for Solitaire Card subject to that Eligible Cardmember for Solitaire Card having accepted the Solitaire Card Invitation and having agreed to be bound by the applicable terms and conditions for the Solitaire Card, and subject always to the final approval of and at the discretion of UOB.

6.3 The Solitaire Card Invitation will set out the details and procedures for the Eligible Cardmembers for Solitaire Card to accept the Solitaire Card Invitation and the applicable terms and conditions for the Solitaire Card. The Eligible Cardmember for Solitaire Card must

do the necessary and expressly accept the Solitaire Card Invitation within the stipulated timeline; otherwise, the Solitaire Card Invitation will be forfeited and deemed null and void. UOB assumes no liability or responsibility for any defects or any wear and tear of the Solitaire Card.

## **7. General**

### **7.1 UOB shall not be responsible or liable:-**

- (i) for any failure or delay in the transmission of any of the applicable Minimum Accumulated Transaction (or any part thereof) or any sale transactions or receipt of evidence of sale transactions or the Minimum Accumulated Transaction by any card associations, acquiring merchants, merchant establishments, merchant acquirer, postal or telecommunication authorities or any other parties which may result in a charge incurred by the Cardmember or the applicable supplemental holder of a Card being omitted (whether from being posted to the Card account of the participating Cardmember and/or posted or captured in UOB's system or otherwise) during the Qualifying Period;
- (ii) for any late posting of any of the applicable Minimum Accumulated Transaction (or any part thereof) or for any failure in the Minimum Accumulated Transaction (or any part thereof) being transacted by Card account of the participating Cardmember or being captured in UOB's system;
- (iii) for any SMS, notice or communication or the Invitation, the Letter or the Invitation for Solitaire Card which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which is not received in time;
- (iv) for any breakdown or malfunction in any computer system or equipment;
- (v) if UOB 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, computer system or communication system, industrial dispute, war, Act of God or for any act or omission outside the control of UOB; or
- (vi) for any cost, damage, claim of, loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising.

- ### **7.2**
- (i) UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the applicable Eligible Cardmember's receipt of the Invitation or, where applicable, the Invitation for Solitaire Card which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged or misdirected in the post or which is not received in time or which has expired or which the applicable Eligible Cardmember does not receive in accordance with the applicable time frames set out under Paragraphs 5 to 6 above. Any Invitation or, where applicable, Invitation for Solitaire Card that is forfeited or which has expired or which is not used or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged or which the applicable Eligible Cardmember does not receive on time is strictly non-replaceable. No payment or compensation whether in cash, credit, other goods or services or other gifts or kind, in full or in part, shall be made for any Invitation or, where applicable, Invitation for Solitaire Card that is forfeited or which has expired or which is not used or which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged or which the applicable Eligible Cardmember does not get on time.

- (ii) Neither the Invitation nor Invitation for Solitaire Card is replaceable or refundable or transferrable or exchangeable for cash, credit, other goods or services or other gifts, in full or in part.
- 7.3 Notwithstanding anything to the contrary, UOB reserves the right, at its sole and absolute discretion and at any time and without giving prior notice or any reason, to vary, amend, add or delete any of the Terms and Conditions herein (including, but not limited to, the Qualifying Period, the eligibility terms and criteria, and the timing of any act to be done, how each of the applicable Cardmembers described under Paragraphs 5 to 6 above is to be notified that she is eligible for the applicable reward referred to in those paragraphs) without giving any reason, prior notice and/or without assuming any liability to any person and no appeal, correspondence or demands or claims will be entertained and no payment or compensation will be given or paid by UOB.
- 7.4 UOB's decisions on all matters relating to the Promotion is at its discretion and shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with the Cardmember or any persons on any matter concerning the Promotion or its decision and no appeal, correspondence or demands or claims will be entertained and no payment or compensation will be given or paid by UOB.
- 7.5 Participation in the Promotion is subject to the Terms and Conditions and all Cardmembers are deemed to have accepted the Terms and Conditions when they participate in the Promotion. The terms and conditions of the prevailing UOB Cardmembers Agreement together with the prevailing terms and conditions governing the applicable Card (collectively the "**Standard Terms**") shall continue to be binding on all Cardmembers. Please visit [uob.com.sg](http://uob.com.sg) for the Standard Terms. The Terms and Conditions herein shall prevail in the event of any inconsistency between: (i) the Terms and Conditions herein and any advertising, promotional, publicity or other materials relating to the privileges and/or benefits stated herein; (ii) the Terms and Conditions herein and the Standard Terms.
- 7.6 All information is correct at the time of publishing and UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 7.7 The Promotion, the Terms and Conditions, including all matters arising out of or in relation to the Promotion shall be governed by the laws 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 Singapore Courts.
- 7.8 A person who is not a party to the Terms and Conditions and/or 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 or any of the Terms and Conditions.
- 7.9 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.