

Terms and Conditions Governing UOB Lady's Card Transport Acquisition Promotion ("Terms and Conditions")

1. Eligibility

- 1.1 (i) The "**UOB Lady's Card Transport Acquisition Promotion**" (the "**Promotion**") is only open to all Cardmembers subject to these Terms and Conditions.
- (ii) For the purposes of these Terms and Conditions,:-
- (a) the term "**Cardmember**" refers to any Individual who has fulfilled all of the following:-
- (1) had applied for an Eligible Card as the principal cardholder via uob.com.sg ("**Application**") during the period commencing from 1 November 2017 to 31 December 2017 (both dates inclusive) ("**Promotional Period**"); and
- (2) his/her Application was approved during the Promotional Period.
- (ii) the term "**Eligible Card**" shall mean any one of the following credit cards that are issued by United Overseas Bank Limited ("**UOB**") in Singapore:-
- (1) UOB Lady's Card; and
- (2) UOB Lady's Solitaire Card.
- (iii) the term "**Individual**" refers to any individual who does not hold an existing UOB Lady's Debit Card that is issued by UOB in Singapore.
- 1.2 (i) Without limiting the generality of Paragraph 1.1 above, the following shall not be eligible to participate in the Promotion:-
- (a) any person whose Eligible Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 1 November 2017 to 31 December 2017 (both dates inclusive);
- (b) any person who had cancelled his/her principal UOB credit card(s) in the last six (6) months prior to 1 November 2017;
- (c) any person who is a holder of a UOB Lady's Debit Card that is issued by UOB in Singapore;
- (d) 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;
- (e) any person whose Eligible Card account(s) is/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;
- (f) any person UOB may decide to exclude, at its discretion, without prior notice or giving any reason at any time.

- (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 cardmember's Eligible Card that was issued pursuant to the Eligible Card account of the applicable Cardmember will not by itself disqualify that Cardmember from participating in the Promotion.

2. 50% off Bus/MRT/Taxi rides

- 2.1 (i) The first one thousand (1000) Cardmembers (each a “**Qualified Cardmember**”) who each has a minimum spend of S\$600.00 worth of Eligible Transactions successfully charged to the account of his/her Eligible Card during the following Qualifying Period (as described in the table below) shall each be eligible to the Cash Rebate described in Paragraph 2.2 below.

Qualifying Period	Minimum spend per Qualifying Period
First (1 st) day to thirtieth (30 th) day (both days inclusive) from the date of approval of that Cardmember's Application	S\$600 worth of Eligible Transactions

- (ii) For the avoidance of doubt, the benefit of all and any Eligible Transactions incurred by or made by or accrued by a supplementary cardmember of an Eligible Card during the Qualifying Period will **NOT** accrue to the applicable Cardmember nor go towards meeting the aforesaid minimum spend of that Cardmember for the purposes of the Promotion.
- 2.2 (i) For the purposes of the Promotion, the following terms have the following meaning:-
- (a) “**Cash Rebate**” shall refer the cash rebate of 50% off all Transport Transactions incurred during the Qualifying Period but which said Cash Rebate shall be capped to S\$30.00 for that Qualifying Period.
 - (b) “**Transport Transactions**” refers to any Eligible Transaction relating to the payment of any bus, MRT and taxi rides made with any of the following parties that is/are successfully charged to an Eligible Card during the Qualifying Period and which is successfully capture/posted on UOB's systems during the Qualifying Period:-
 - (1) CityCab, Comfort, Premier, Prime, SMRT, Trans Cab and Yellow Top in Singapore
 - (2) Uber and GrabCar rides in Singapore with any of the following descriptions which appears on that Cardmember's Eligible Card statement: BV*, GRAB COM*, GRAB S*, GRABTAXI* andPAYPAL *UBER BV ; and
 - (3) Bus and MRT rides refers to contactless transactions for payment of local public train and bus rides in Singapore with the following descriptions which appears on that Cardmember's Eligible Card statement): BUS/MRT*
 - (c) “**Eligible Transactions**” refers to transaction(s) for the purchase of and/or, where applicable, payment of goods and/or services in Singapore which is successfully charged to the account of an Eligible Card of the Cardmember during the Qualifying Period and which is successfully captured/posted on UOB's systems during the Qualifying Period, **but EXCLUDES** Excluded Transactions.
 - (d) “**Excluded Transactions**” refers to transactions relating to 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 prepaid 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.

- (ii) UOB reserves the right at any time and from time to time at its sole and absolute discretion to vary, amend, add or delete the list of transactions described Paragraph 2.2(i)(c) and (d) above which do not constitute "*Eligible Transactions*" without giving any reason or prior notice or assuming any liability to any cardholder of an Eligible Card, and all Cardmembers shall be bound by these amendments.
- 2.3 All Eligible Transactions must be charged to the Eligible Card account of the Qualified Cardmember. UOB is not responsible for any failure or delay in the transmission of the transactions by any party including but not limited to acquiring merchants, merchant establishments, or any telecommunication provider.
- 2.4 The total Cash Rebate which a Qualified Cardmember is entitled to will be credited to that Qualified Cardmember's Eligible Card account by 28 February 2018.
- 2.5 The Cash Rebate is neither transferrable nor exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB reserves the right to replace the Cash Rebate with another item of similar value without giving any reason or prior notice or assuming any liability to any person.
- 2.6 Notwithstanding anything to the contrary, UOB reserves the right to select substitute Qualified Cardmembers to substitute an initial Qualified Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.7 In the event that:-
- (i) any Qualified Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion or to receive the Cash Rebate;
 - (ii) the Qualified Cardmember is subsequently found not to have incurred the Eligible Transactions; or
 - (iii) any other situation that UOB deems fit at its discretion has occurred,

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

- (a) to amend, correct or adjust the Cash Rebate;
- (b) to suspend, revoke or forfeit the Cash Rebate;
- (c) to request for the refund the value of the Cash Rebate (if already awarded) through such methods a UOB may so decide at its discretion

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.

- 2.8 UOB has the right, at any time and from time to time in its discretion and without giving prior notice, giving any reason, or assuming any liability or offering payment of compensation to any person, to vary how the Cash Rebate is determined and/or the value of the Cash Rebate to be awarded. UOB's determination of the manner in which the Cash Rebate is determined and/or the varied Cash Rebate shall be final, conclusive and binding and no appeal, correspondence, compensation, claims or payments will be entertained or made.
- 2.9 Any Qualified Cardmember whose Cash Rebate has been forfeited, reclaimed, revoked or suspended shall not be entitled to any payment or compensation notwithstanding non-receipt of the Cash Rebate.

2.10 UOB does not assume any liability or responsibility and will not be liable or responsible for any defect, quality, merchantability, the fitness of or any other aspect of the service offered in the Promotion or the acts or defaults of the merchant and/or supplier of the service offered in the Promotion. UOB is not the merchant and/or supplier of the service or an agent or principal of the merchant and/or supplier of the service. Any dispute about the quality or service standard must be resolved directly with the merchant and/or supplier of the service. The merchant and/or supplier of the service may impose conditions for the redemption and use of the service offered in the Promotion. UOB does not assume any liability or responsibility 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 usage of the service offered in the Promotion, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection with the Promotion howsoever arising.

3. Participation and Personal Data

3.1 Participation in the Promotion is subject to the Terms and Conditions and each Cardmember is deemed to have accepted the Terms and Conditions when he/she participates in the Promotion. The Cardmembers 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 the Terms and Conditions.

3.2 By participating in the Promotion, participating Cardmembers agree to be bound by the rules, regulations and decisions of UOB, by the terms contained herein, and by any other applicable terms and conditions. Failure to comply with any of the foregoing will result in a disqualification from the Promotion.

3.3 By participating in the Promotion, participating Cardmembers are deemed to have consented to the collection, use and disclosure of his/her personal data by UOB, the organizers, sponsors, promoters and/or their respective contractors for verifying the eligibility of the participant, conducting the lucky draw, announcing/publicity of the winners of the lucky draw (including having the participant's photo taken/published), contacting the participant regarding the foregoing, and all purposes and promotions incidental to the Promotion.

3.4 The Qualified Cardmember shall, if required by UOB, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Promotion at his/her own costs.

4. General

4.1 UOB shall not be responsible or liable for:-

- (i) for any failure or delay in the transmission of any of the Eligible Transactions and/or or any sale transactions or the Eligible Transactions 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 applicable Cardmember of an Eligible Card being omitted during the Qualifying Period;
- (ii) for any late posting of any of the Eligible Transactions (or any part thereof) or for any failure in the Eligible Transactions (or any part thereof) being transacted by Eligible Card account of the participating Cardmember 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 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.
- 4.3 In the event of any inconsistency or discrepancies between the Terms and Conditions and any brochure, marketing or promotional material or any other material relating to the Promotion or the Cash Rebate, the Terms and Conditions will prevail.
- 4.4 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 terminate or the Promotion and/or to vary, amend, add or delete any of the Terms and Conditions herein (including, but not limited to, the Promotional Period, the Qualifying Period, the eligibility terms and criteria, and the timing of any act to be done, how each of the applicable Qualified Cardmember is to be notified that she is eligible for the applicable Cash Rebate) without giving any reason or prior notice or 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. All Cardmembers shall be bound by the amendments.
- 4.5 UOB has the discretion to make decisions on all matters relating to or in connection with the Promotion. UOB's decision on all matters relating to the Promotion are 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.
- 4.6 The terms and conditions of the prevailing UOB Cardmembers Agreement (the "**Standard Terms**") shall continue to be binding on all Cardmembers. Please visit 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 in so far as it relates to the Promotion.
- 4.7 All information is correct at the time of publishing or printing and UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 4.8 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.
- 4.9 A person who is not a party to the Terms and Conditions or any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any such term or term of such agreement.
- 4.10 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.