

# Terms and Conditions Governing UOB YOLO ("Terms and Conditions")

### 1. Definitions

The following terms shall have the following meanings when used in these Terms and Conditions:

"Card" means the UOB YOLO;

"Card Account" refers to any account in respect of the Card;

"Card Transaction(s)" means the card transaction(s) successfully charged to the Card Account by the Principal Cardmember and/or the Supplementary Cardmember, and captured or posted on the Bank's systems but excludes the Exclusions set out in Condition 3 below;

"**Cardmember**" means both Principal Cardmember and Supplementary Cardmember(s);

"Dining Card Transaction(s)" means the Card Transaction(s) made at food and beverage ("F&B") establishments. It does not include bakeries, caterers and F&B spending at establishments that does not have F&B as its main business activity such as hotels and supermarkets;\*

"Entertainment Card Transaction(s)" means the Card Transaction(s) made at bars, taverns, lounges, nightclubs, transactions made at all cinemas in Singapore as well as Ticketing Servicing Provider(s);\*

"**Month**" means a statement month where the first month shall start from the month on which a Principal Cardmember is first issued a Card;

**"Monthly Cash Rebate(s)"** means the rebate(s) earned in the Month which is used to offset the Principal Cardmember's Transactions incurred in the following month;

**"Online Fashion Card Transaction(s)"** means the Card Transaction(s) made via fashion websites that sells clothes, shoes, jewellery, accessories and bags as its main business activity including card-not-present transactions like e-commerce/mail/phone order transactions in local and foreign currencies;\*

"Online Travel Card Transaction(s)" means the Card Transaction(s) made at www.agoda.com, www.airasia.com, www.airbnb.com, www.cathaypacific.com, www.expedia.com, www.hotels.com, www.jetstar.com, www.flyscoot.com, www.singaporeair.com, www.tigerair.com, www.uobtravel.com via the internet using the Card;

"Other Spend" means the Card Transaction(s) made that are not listed under MCC codes or merchant names mentioned in the definitions of Dining, Entertainment, Online Fashion and Online Travel above;

"Qualifying Spend" means the minimum Card Transaction(s) amount of \$600 in a statement month to be eligible for the accelerated cash rebate. For new applicants, the qualifying spend must be met within the first statement month. In the event that the qualifying period is less than one month, Qualifying Spend requirement still applies;

"Statement" means the statements of account issued by the Bank in respect of the Card Account;

"Statement Period" means the time interval to which such Statement relates;

**"Visa payWave reader"** means the point-of-sale device (as approved by the Bank in its sole and absolute discretion from time to time) at which the Card (either physical or virtual via UOB Mighty or Apple Pay) may be used to execute card transaction(s), either by tapping or waving the Card (either physical or virtual via UOB Mighty or Apple Pay) against such reader without requiring any signature, PIN or other authentication on the part of the Cardmember;

"Weekend" means 0000 Hour on Saturday to 2359 Hour on Sunday. (Local Time of the city where the Card Transaction was effected); and

"Weekday" means 0000 Hour on Monday to 2359 Hour on Friday. (Local Time of the city where the Card Transaction was effected).

\*In respect of (i) Dining Card Transaction(s), (ii) Entertainment Card Transaction(s) and (iii) Online Fashion Card Transaction(s), please note that these card transactions are classified under the merchant category code ("**MCC**") assigned by Visa, which are not decided by the Bank but decided by the merchants and their acquiring bank. If the card transaction(s) are not classified under the relevant MCC, such card transaction(s) will not be eligible for cash rebate(s)

Capitalised terms not defined herein shall have the same meaning as ascribed in the UOB Cardmembers Agreement.

# 2A. UOB YOLO

a) The UOB YOLO Card comes with the below features:

- 6% rebate on Weekend Dining Card Transactions;
- 6% rebate on Weekend Entertainment Card Transactions;
- 3% rebate on Weekday Dining Card Transactions;
- 3% rebate on Weekday Entertainment Card Transactions;
- 3% rebate on Online Fashion Card Transactions on all
- days;
- 3% rebate on Online Travel Card Transactions on all days;
- 0.3% rebate on all Other Spend (unless otherwise stated in these Terms and Conditions).

b) Rebate(s) will be awarded for Dining Card Transactions, Entertainment Card Transactions, Online Fashion Card Transactions, Online Travel Card Transactions for the relevant statement cycle subject to a minimum Qualifying Spend of S\$600 charged to the Card and captured/posted in that relevant statement cycle.

c) Cardmembers will earn 0.3% rebate on all Card Transactions if the minimum Qualifying Spend is not met.

d) The total rebate(s) awarded to each Cardmember from the Qualifying Spend will be capped at S\$60 for each statement cycle.

e) The determination of the Monthly Cash Rebate earned and/or to be credited is at the Bank's discretion, and the Bank may amend, or vary the required minimum Qualifying Spend at the Bank's discretion without prior notice.

f) Monthly Cash Rebate earned in a Month will be credited to the Card Account in the next statement month.

g) Monthly Cash Rebate earned in a Month by both the Principal Cardmember and the Supplementary Cardmember will be aggregated and shall only be used to offset the Principal Cardmember's Card Transactions incurred in the next statement month.

h) Monthly Cash Rebate cannot be:

- (i) converted to or exchanged for cash;
- (ii) transferred or paid to any person in any manner whatsoever; or
- (iii) used to settle or pay any other liability of any person whatsoever.

i) All unused Monthly Cash Rebate will be forfeited on the earlier of:

- (i) 2 calendar years from the last day of the Month which the Monthly Cash Rebate was awarded in respect of;
- (ii) the Bank's receipt of the Principal Cardmember's request to terminate his Card; or
- (iii) the termination of the Principal Cardmember's Card by the Bank for any reason whatsoever.

No payment or compensation whether in cash, credit or kind shall be made for the forfeited Monthly Cash Rebate.

j) Cardmembers will be automatically enrolled for eStatements which is an electronic version of credit cards statements. All the physical copies of cardmembers' credit cards statements (if any) will cease to be generated.

k) For the avoidance of doubt, UOB reserves the right, at its sole and absolute discretion and at any time and without giving prior notice or any reason, to vary and/or amend the card name and card design. The applicable terms and conditions will continue to apply.

# 2B. UOB YOLO - Additional 2% Cash Rebate for Weekend Dining Card Transactions and Weekend Entertainment Card Transactions

Subject to Condition 2A above, there will be an additional 2% rebate for all Weekend Dining Card Transactions and Weekend Entertainment Card Transactions charged to the Card between 30 March 2016 to 30 June 2017 (both dates inclusive).

#### 3. Exclusions

The following do not qualify as Card Transaction(s) and Monthly Cash Rebate will not be awarded in respect of:

a) Card Transaction(s) for Qualifying Spend excludes payment of funds to prepaid accounts including top-ups for any pre-paid card, Installment payment plans, balance/funds transfers, cash advances, fees, interests, finance charges, late payment charges, annual fee charges, reversals, other financial charges and any other transactions we may exclude from time to time without prior notice;

b) Monthly Cash Rebate will not be awarded for payment of funds to prepaid accounts including top-ups for any pre-paid card, Installment payment plans, donations, SMART\$ merchants where SMART\$ are issued (unless otherwise stated),

balance/funds transfers, cash advances, fees, interests, finance charges, late payment charges, annual fee charges, reversals, other financial charges and any other transactions we may exclude from time to time without prior notice; and/or

c) transactions in respect of, under or in connection with the payment of funds to the following prepaid accounts:

### Payment of Funds to Prepaid Accounts

- EZ LINK PTE LTD
- (FEVO)
- EZ Link\*
- EZ-LINK \*
- EZLINK\*
  EZLink\*
- EZ-Link\*
- EZLINKS.COM
- FLASHPAY ATU\*
- MB \*
- MONEYBOOKERS.COM
- OANDA ASIA PAC
- OANDAASIAPA

- PAYPAL\*
- PLUS500
- PLUS500UK LIMITED
- Saxo Cap Mkts Pts Ltd
- SKR\*PLUS500CY LTD
- SKR\*SKRILL.COM
- TRANSIT LINK\*
- TRANSITLINK\*
- WWW.IGMARKETS.COM.SG
- WWW.MYEZLINK.COM.SG
- WWW.PLUS500.CO.UK

# 4. Visa payWave Readers & Card Transactions

a) The Card may be used to carry out Card Transactions at all Visa Worldwide Pte Limited ("**Visa**")'s. point-of-sale terminals and at such other readers or systems as the Bank may from time to time approve. The first Card Transaction on a Card shall be subject to such activation and authentication procedures as the Bank may in its sole and absolute discretion prescribe from time to time.

b) A Cardmember may use the Card to effect any number of Card Transactions on Visa payWave readers ("**Visa payWave Transactions**").

c) Any usage of a Card at any Visa payWave readers, if permitted by the Bank shall be subject to such terms and condition as the Bank and Visa may agree from time to time.

# 5. NETS, NETS FlashPay, NETS FlashPay Auto Top-Up Transactions

a) Refund of NETS FlashPay stored value in the Card must be performed by Cardmember before Card's renewal/termination at any UOB ATM. There is no refund if the Card has been lost, stolen or destroyed.

b) Full terms and conditions of NETS, NETS FlashPay and NETS FlashPay Auto Top-Up will apply and Cardmembers agree be bound by such terms and conditions from NETS upon receipt or acceptance of or signing on or use of the Card. Please visit www.nets.com.sg for full details. NETS FlashPay Auto Top-Up T&Cs is available at <u>www.nets.com.sg/atu-bank-tnc</u>.

### 6. General

- a) UOB reserves the right to substitute the Monthly Cash Rebate with another gift of similar value at its sole discretion. Monthly Cash Rebate awarded are computed based on 2 decimal points for each transaction without any rounding.
- b) Adjustments will be made to the Monthly Cash Rebate if there are any unposted, voided, cancelled, disputed and/or reversed transactions including those arising from returned goods or services, billing disputes, or any other reason at the sole and absolute discretion of UOB.
- c) Should Cardmembers' spending be deemed to be for commercial and/or nonpersonal purposes, UOB reserves the right to refuse to award any Monthly Cash Rebate for such transactions. UOB reserves the right to cancel and void any cash rebate awarded in a Cardmember's statement of account at any time if it deems that such Monthly Cash Rebate was not earned from qualifying spend of a Cardmember and the Cardmember shall not be entitled to any compensation or payment whatsoever.
- d) For the avoidance of doubt, spending incurred by Supplementary Cardmember(s) shall accrue to the applicable Principal Cardmember(s) only.
- e) To earn Monthly Cash Rebate, the Cardmember's Card Account must be in good standing and cannot be cancelled for any reason. In the event that the Cardmember's Card Account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever before the cash rebate is awarded into such Card Account, such Monthly Cash Rebate earned shall be forfeited and the Cardmember shall not be entitled to any compensation or payment whatsoever.
- f) UOB shall not be liable in any manner whatsoever for any loss, expenses, delays, mistake, neglect or omission in the transfer or transmission or posting of card transactions or the cash rebate.
- g) UOB's decision on all matters relating to the Cardmember's Card Account shall be final, conclusive and binding on Cardmembers and no payment or compensation will be given or paid by the Bank to any person. The Bank shall not be obliged to give any reason or enter into any correspondence with any person on any matter relating to its decision.
- h) 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 these Terms and Conditions without assuming any liability to any person. Cardmembers who continue to use the Card after the change takes effect shall be deemed to have accepted the change without reservation.
- i) These Terms and Conditions (i) supplement, (ii) are to be read together with and (iii) form an integral part of, the UOB Cardmembers Agreement. Full terms and conditions of the UOB Cardmembers Agreement and other UOB Rewards will apply and Cardmembers agree to be bound by such terms and conditions upon receipt or acceptance of or signing on or use of the Cards. Please visit uob.com.sg for full details. In the event of any inconsistency between these Term

and Conditions and the UOB Cardmembers Agreement, these Terms and Conditions shall prevail in relation to any matter concerning the UOB YOLO. These Terms and Conditions shall prevail over any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the UOB YOLO.

- j) Whilst all information is believed to be correct at the time of publishing, UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.
- k) 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 any term of such agreement.
- These Terms and Conditions shall be governed by the laws of the Republic of Singapore and the Accountholder shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.