

Terms and Conditions Governing UOB Cards Regional Online Campaign 2017 (“Terms and Conditions”)

Definitions

1. For the purposes of the UOB Cards Regional Online Campaign 2017 (the "**Promotion**") , the following terms are defined as follows:-
 - (i) “*Cardmembers*” means all existing and new cardmembers of an Eligible UOB Card, and whose Eligible UOB Card account is valid, subsisting, in good standing and satisfactorily conducted in the opinion of UOB;
 - (ii) “*Eligible UOB Card*” means (a) personal banking credit card or (b) personal banking debit card, issued by UOB;
 - (iii) “*UOB*” means United Overseas Bank Limited, United Overseas Bank (Malaysia) Bhd, United Overseas Bank (Thai) Public Company Limited or PT Bank UOB Indonesia, where applicable.

Promotion Period and Eligibility

2. The Promotion is only valid from 10 November 2017 to 31 December 2017, both dates inclusive (“**Promotion Period**”).
3. This Promotion is open to all Cardmembers.
4. To participate in the Promotion, Cardmembers are required to register via www.uob.com.sg/pp-singapore his/her 15/16-digit Eligible UOB Card number (“**Registered UOB Card**”) and his/her registered email address which will be used to shop at ShopBack (“**Eligible Cardmembers**”).
5. Eligible Cardmembers who fulfill the following conditions are eligible to receive additional 30% Cashback calculated based on the cashback that he/she earns from ShopBack subject to the corresponding cap (“**UOB Cashback**”):-
 - (i) Singapore – First **5,000** Eligible Cardmembers who spent a minimum of **S\$250** worth of retail transactions offered by selected participating brands/merchants at www.shopback.sg/uob-special shall be eligible for UOB Cashback capped at **S\$10** per cardmember for the entire Promotion Period;
 - (ii) Malaysia - First **3,000** Eligible Cardmembers who spent a minimum of **RM500** worth of retail transactions offered by selected participating brands/merchants at www.shopback.my/yes-fest-uob shall be eligible for UOB Cashback capped at **RM15** per cardmember for the entire Promotion Period;
 - (iii) Thailand - First **3,000** Eligible Cardmembers who spent a minimum of **THB500** worth of retail transactions offered by selected participating brands/merchants at www.myshopback.co.th/uob-special shall be eligible for UOB Cashback capped at **THB120** per cardmember for the entire Promotion Period; and
 - (iv) Indonesia - First **3,000** Eligible Cardmembers who spent a minimum of **Rp1,00,000** worth of retail transactions offered by selected participating brands/merchants at www.shopback.co.id/uob-yes-fest shall be eligible for UOB Cashback capped at **Rp35,000** per cardmember for the entire Promotion Period.

For example, a Cardmember spent SGD500 worth of retail transactions and earns SGD10 cash back from ShopBack, the said Cardmember will be eligible to receive additional SGD3 cashback (i.e. 30% Cashback on SGD10).

6. Retail transaction must be successfully carried out at the aforesaid URL provided and charged to the Registered UOB Card during the Promotion Period and must be successfully captured/posted on UOB's systems during the Promotion Period. For the avoidance of doubt, any transaction that was subsequently cancelled, voided or reversed for any reason and any transaction which UOB excludes from time to time without notice or giving reasons shall not form part of eligible transactions and shall not be eligible for UOB Cashback.
7. Retail transactions made in foreign currencies will be converted to the currency of the Registered UOB Card based on the issuing country of the Registered UOB Card's then prevailing exchange rate on the date of conversion for the purposes of calculating and determining UOB Cashback that an Eligible Cardmember is entitled.
8. Without limiting the generality of this provision, the following Cardmembers shall not be eligible for the Promotion:
 - (i) Cardmembers whose Eligible Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period and for the avoidance of doubt, termination of a supplementary cardholder's Eligible Card account will not by itself disqualify the principal cardholder of the Eligible Card from participating in the Promotion;
 - (ii) Cardmembers whose Eligible Card account(s) is/are not active, valid, subsisting or 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;
 - (iii) Cardmembers who are mentally unsound, facing legal incapacity or is incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
 - (iv) Anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.

In addition, UOB reserves the right to disqualify any Cardmember from the Promotion if it determines that the conduct of that Cardmember in carrying out any transaction is an abuse of the Promotion, and such determination shall be final, binding and conclusive on that Cardmember and UOB shall not be obliged to give any reasons thereof.

UOB Cashback

9. Each Eligible Cardmember is only entitled to a maximum of one (1) time UOB Cashback during the Promotion Period notwithstanding that the Eligible Cardmember has registered more than one (1) Eligible UOB Card for this Promotion.
10. UOB Cashback will be credited to Eligible Cardmembers' Registered UOB Card account two (2) months after the Promotion end date or on such other date that UOB may decide on from time to time.
11. UOB Cashback will be calculated based on the cashback earned by Eligible Customer with Shopback as provided by Shopback to UOB. Any discrepancy on the cashback awarded must be resolved directly with Shopback.
12. If any Eligible Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB reserves the right to forfeit/reclaim the UOB Cashback and award or dispose of it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited/reclaimed UOB Cashback. Where the UOB Cashback was awarded to / redeemed by an Eligible Cardmember who was subsequently discovered to be ineligible or not entitled to participate in

the Promotion, UOB shall be entitled to claim from the Eligible Cardmember a reimbursement for the value of the UOB Cashback.

13. The UOB Cashback is not transferable or exchangeable in part or in kind for cash, credit or other goods and services. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the UOB Cashback with any other gift of equal or similar value selected by UOB.

General

14. The prevailing terms and conditions governing UOB Eligible Card (the “**UOB Standard Terms**”) will continue to apply and be binding on the Cardmembers. In the event of any inconsistency between the Terms and Conditions and the UOB Standard Terms, the Terms and Conditions shall prevail insofar as it relates to the Promotion.
15. In the event of any inconsistency or discrepancies between the Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, the Terms and Conditions will prevail.
16. Participation in the Promotion is subject to these Terms and Conditions and the Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion.
17. UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due to (whether directly or indirectly) the failure of the telecommunication authorities, any machine or communication system, any merchant or service provider or such other third party which may be engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB.
18. UOB shall not be responsible or liable for:-
 - (i) any failure or delay in the transmission of the transactions, sale transactions or receipt of evidence of sale transactions or any part thereof by any acquiring merchant, merchant establishment, card association, postal or telecommunication authorities or any other parties which may result in a charge incurred made by the Cardmember being omitted (whether from being posted to the Cardmember’s Eligible UOB Card account, the applicable supplemental Cardmember’s Eligible UOB Card account and/or captured in UOB’s system or otherwise) during the Promotion Period;
 - (ii) any late posting of the transactions or for any failure in the transactions being transacted by the Cardmember’s Eligible UOB Card or being captured in UOB’s system;
 - (iii) any breakdown or malfunction in any computer system or equipment; or
 - (iv) for any notice or communication or direct mailer which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post.
19. UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising.
20. UOB is not an agent of the merchants, agents, suppliers or service providers of the goods and services. Any dispute about the quality or service standard must be resolved directly with such merchants, agents, suppliers or service providers.

21. UOB's decision 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 and no appeal, correspondence or claims will be entertained.
22. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to unilaterally terminate the Promotion 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 Promotion 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 Cardmember, and all Cardmembers shall be bound by these amendments, determinations and/or variations.
23. By participating in the Promotion, each Cardmember hereby irrevocably and unconditionally consents to the collection, use and disclosure of his/her personal data by United Overseas Bank Group ("UOB Group"), UOB Group's vendors, UOB Group's suppliers, third parties authorized by UOB Group, the organisers, sponsors, promoters and/or their respective contractors, for all purposes and promotions in connection with the Promotion and to contact him/her regarding the foregoing via voice calls or text messages or email. This is in addition to any other consent which he/she may have provided to UOB Group in respect of the collection, use and/or disclosure of his/her personal data and shall be without prejudice to and does not derogate from UOB Group's rights to collect, use and/or disclose his personal data under the law.
24. 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 liability for its completeness or accuracy.
25. A person who is not a party to 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 these Terms and Conditions.
26. These Terms and Conditions shall be governed by the laws of the Republic 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 courts of the Republic of Singapore.
