

TERMS AND CONDITIONS GOVERNING THE UOB CASHPLUS S\$100 CASH CREDIT PROMOTION

1. DEFINITIONS

“**Account**” means a UOB CashPlus Account which is in valid, subsisting and in good standing at all times during this Promotional Period as determined by UOB at its discretion.

“**Cash Credit**” means S\$100 Cash Credit.

“**Promotion**” means this UOB CashPlus S\$100 Cash Credit Promotion.

“**Promotion Period**” means the period from 1 October 2017 to 28 February 2018, both dates inclusive.

“**UOB**” means United Overseas Bank Limited.

2. ELIGIBILITY

2.1 This Promotion is only applicable to individuals who have submitted his/her application to open an Account (“**Application**”) within the Promotion Period, and got the Application approved within the Promotion Period (referred to as “**Eligible Customers**”). The Account that was opened by UOB pursuant to such approved Application shall be referred to as the “**Qualified Account**”.

2.2 UOB shall ordinarily require a minimum of five (5) business days (excluding Saturdays, Sundays and public holidays) or such other period as UOB may determine from time to time at its discretion, to process the Application.

2.3 (i) The following individuals are not qualified / eligible to participate in this Promotion:-

(a) any individual who is an existing Account holder prior to the Promotion Period;

(b) any individual who had an existing Account in the six (6) months period prior to the Promotion Period;

(c) any individual whose Account has been, voluntarily or involuntarily, suspended, terminated, cancelled or closed at any time during the Promotion Period;

(d) any individual whose Account is not active, valid, subsisting or in good standing at any time during the Promotion Period; or

(e) any individual whose Account is deemed to be delinquent or unsatisfactorily conducted by UOB at its absolute discretion at any time during the Promotion Period.

(ii) Notwithstanding anything to the contrary, the Account of the Eligible Customer must be in good standing and conducted in a proper and satisfactory manner at all times during the

Promotion Period as determined by UOB at its absolute discretion in order for the Eligible Customer to be able to participate in this Promotion.

2.4 For the purpose of this Promotion, the term “**Eligible Transactions**” refers to all transactions that draw down on the credit limit (including withdrawal via ATM, Cheque issuance, funds transfer via UOB Personal Internet Banking and Point-of-Sale transactions using UOB CashPlus Visa Card) of the Account Holder’s Qualified Account but **excludes** all interests, late charges, annual fees, cash advance, fees and other financial charges imposed by UOB, unposted, voided, cancelled, disputed and/or reversed transactions and any other transactions as may be excluded by UOB from time to time.

3. CASH CREDIT

3.1 The **first 1,000** Eligible Customers who each withdraws an accumulated amount of at least S\$6,000 in Eligible Transactions from his/her Qualified Account within 30 calendar days from the date of his/her Account approval (“**Withdrawal**”) shall be deemed “**Qualifying Holders**” and the terms “**Qualifying Holder**” refers to each or any of them.

3.2 Each Qualifying Holder will receive one (1) Cash Credit regardless of how many Accounts he / she holds. The Cash Credit is limited to the first 1,000 Eligible Customers who meets the condition in Clause 3.1 above.

3.3 The Cash Credit will be credited, by 31 May 2018, into the Qualifying Holder’s Qualified Account .

3.4 The Cash Credit will not be credited to the Qualifying Holder’s Qualified Account or any other Account or account of the Qualifying Holder if the Qualified Account is terminated on or before 31 May 2018.

3.5 The Cash Credit 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 Credit with another item of similar value without giving any reason or prior notice or assuming any liability to any person.

3.6 Notwithstanding anything to the contrary, UOB reserves the right to select a substitute Qualifying Holder to substitute an initial Qualifying Holder that is subsequently found to be ineligible or disqualified or not entitled to participate in this Promotion.

3.7 UOB is not responsible for any failure or delay in the transmission of transactions by any party including, but not limited to, acquiring merchants, merchant establishments.

3.8 If any Qualifying Holder is ineligible or not entitled to participate in this Promotion or is subsequently discovered to be ineligible or not entitled to participate in this Promotion, UOB reserves the right to, without prior notice or having to give any reason, forfeit/reclaim the Cash Credit 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 Cash Credit. Without prejudice to the foregoing rights, UOB shall also be entitled to claim from the Eligible Customer a reimbursement for the value of the Cash Credit through such modes and methods as shall be

determined by UOB, including, without limitation, deducting/claiming back the same from any of the Eligible Customer's accounts with UOB or otherwise.

4. GENERAL

4.1 UOB shall not be responsible or liable:-

- (a) for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under the terms and conditions of this Promotion ("**Terms and Conditions**"), due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider or such other third party which may be engaged for this Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
- (b) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
- (c) for any breakdown or malfunction in any computer system or equipment; or
- (d) for any costs, losses, damages, claims, expenses and/or injuries of any Account Holder or any other person howsoever incurred or suffered.

4.2 Notwithstanding anything in the Terms and Conditions, UOB may, at any time and from time to time, terminate or withdraw this Promotion and/or vary, modify, add and/or delete any of the Terms and Conditions, including but not limited to, amending the duration of this Promotion, or the Promotion Period, or the eligibility criteria, without giving any reason, prior notice and/or assuming any liability to any party and UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same and all Qualifying Holders shall be bound by these variations, modifications, additions and/or deletions. UOB's determination of all matters in connection with this Promotion and Cash Credit are at its discretion and shall be final, binding and conclusive on all parties.

4.3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with this Promotion. UOB's decisions on all matters in connection with this Promotion are at its discretion shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB to any person (including the Holder). UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to this Promotion, of its decision and no appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of this Promotion and/or to receive the Cash Credit.

4.4 For the avoidance of doubt, any Eligible Customer who applies for: (i) UOB CashPlus Funds Transfer; or (ii) UOB CashPlus Personal Loan will be subject to the (i) UOB CashPlus Funds Transfer Terms and Conditions (at uob.com.sg/personal/loans/fund-transfer.html); or (ii) UOB CashPlus Personal Loan Terms and Conditions (found at uob.com.sg/personal/loans/personal-loan.html) respectively.

- 4.5 All information is correct at the time of publishing or printing and UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy. In the event of any inconsistency or discrepancies between these Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with this Promotion, the Terms and Conditions shall prevail.
- 4.6 All Eligible Customers will be bound by the prevailing “*Terms and Conditions governing UOB CashPlus*” (found on uob.com.sg/cashplus)(“**Standard Terms**”). In the event of inconsistency between the terms and conditions herein and the Standard Terms, the terms and conditions herein shall prevail only to the extent of such inconsistency in relation to this Promotion.
- 4.7 A person who is not a party to the Terms and Conditions or any agreement bound by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any such terms or agreements.
- 4.8 The Terms and Conditions are governed by the laws of Singapore and all Eligible Customers participating in this Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 4.9 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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