

UOB UnionPay Refresh Acquisition Promotion Terms and Conditions (“Terms and Conditions”)**1. Eligibility and Promotional Period**

- 1.1. This UOB UnionPay Refresh Acquisition Promotion (“**Promotion**”) is only valid during the period from 26 May 2017 to 30 September 2017 (both dates inclusive) (“**Promotion Period**”) and is only open to the first two thousand (2,000) persons to comply with all of the following conditions (each a “**Cardmember**”)
- (a) Within the period from 26 May 2017 to 31 August 2017 (“**Approval Period**”), successfully apply to be the principal cardholder of a UOB UnionPay credit card (“**Eligible Card**”) and has his / her Eligible Card application approved by United Overseas Bank Limited (“**UOB**”) within the Approval Period; and
 - (b) conduct at least one (1) Eligible Transaction (no minimum spend required) on their Eligible Card within Promotion Period.
- 1.2. With respect to the Eligible Card application referred to in paragraph 1.1 (a) above:
- (a) UOB must have received the duly completed Eligible Card application during the Approval Period;
 - (b) Only duly completed Eligible Card applications approved by UOB will be considered for the Promotion; and
 - (c) Any incomplete or inaccurate Eligible Card applications will not be considered for the Promotion and consequently be disqualified.
- 1.3. With respect to the “**Eligible Transaction**” referred to in paragraph 1.1 (b) above:
- (a) Eligible Transactions refers to retail transactions made, locally or overseas which successfully carried out on and charged to the Cardmember’s Eligible Card account during the Promotion Period and which are successfully captured/posted on UOB’s systems during the Promotion Period BUT shall exclude the Excluded Transactions.
 - (b) “**Excluded Transactions**” shall mean (i) cash advances, late payment, personal loan, balance and/or funds transfer, SmartPay, payments at government agencies, utilities bill payments, fees, chargebacks, interests, reversals, interest charges and any finance charges made by the Cardmember using the Eligible Card; (ii) balances owing on the Eligible Card accounts accruing from months that do not fall within the Promotion Period; (iii) transactions relating to top-ups of any pre-paid card and brokerage/securities; (iv) any transaction that was subsequently cancelled, voided or reversed for any reason; and/or (v) such other categories of transactions which UOB may exclude from time to time without notice or giving reasons. UOB reserves the right, at any time at its discretion, to amend or vary this list without any reasons, prior notification and/or assuming any liability to any party and shall not be liable to pay any compensation or enter into any correspondence in connection with the same.
 - (c) For the avoidance of doubt, the retail transactions performed by a supplementary cardholder will not accrue to the respective principal cardholder for the purposes of this Promotion, and will not form part of the Eligible Transactions .
- 1.4. Without limiting the generality of the above, the following Cardmembers shall not be eligible for the Promotion:-
- (a) 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;
 - (b) 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;

- (c) 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
 - (d) Anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.
- 1.5. Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine:-
- (a) the eligibility and/or ineligibility of any Cardmember for the Promotion and whether he/she is entitled to the Additional Cash Rebate;
 - (b) the Promotion Period; and/or
 - (c) whether an Eligible Card and/or Cardmember qualifies for this Promotion, and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons thereof and shall not be obliged to make any payment or compensation whatsoever to any Cardmembers rendered ineligible for participation in the Promotion.
- 2. Additional Cash Rebate**
- 2.1 (i) Each Cardmember will be awarded a 2% cash rebate during the Promotion Period ("**Cash Rebate**"), which is calculated based on the total amount of the Eligible Transactions incurred during Promotion Period.
- (ii) Cash Rebate awarded under this Promotion will be capped at S\$50 per Cardmember and it is awarded to the first 2000 Cardmembers only.
- (iii) The Cash Rebate is in addition to the prevailing cash rebates earned under the UOB UnionPay Card Terms and conditions.
- 2.2 The Cash Rebate will be credited to the Cardmember's Eligible Card account by 30 November 2017.
- 2.3 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.
- 2.4 Notwithstanding anything to the contrary, UOB reserves the right to select substitute Cardmembers to substitute an initial Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.5 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.
- 2.6 In the event that any Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Cash Rebate, UOB reserves the right to forfeit/reclaim the Cash Rebate 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 Rebate. Where the Cash Rebate has been awarded to or utilized by the Cardmember who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Cardmember a reimbursement for the value of the Cash Rebate.
- 2.7 UOB has the right, at any time and from time to time in its discretion and without giving prior notice, vary the value of the Cash Rebate; or substitute or replace the Cash Rebate with another item of similar value, without giving any reason or assuming any liability or payment of compensation to any person. UOB's determination of such variation, substitution or replacement shall be final, conclusive and binding.
- 2.8 Any 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.

3. General

3.1 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 these 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 the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
- (b) for any failure or delay in the transmission or receipt of evidence of bill / sale transactions by merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Cardmember being omitted from being posted to the Cardmember's Eligible Card account and/or captured in UOB's system during the Promotional Period;
- (c) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
- (d) for any breakdown or malfunction in any computer system or equipment; or
- (e) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered.

3.2 Notwithstanding anything in these Terms and Conditions, UOB may, at any time and from time to time, vary, modify, add and/or delete any of these Terms and Conditions, including but not limited to, terminating or withdrawing the Promotion or amending the duration of the Promotion, or the Promotional 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 Cardmembers shall be bound by these variations, modifications, additions and/or deletions. UOB's determination of all matters in connection with the Promotion, Cash Rebate shall be final, binding and conclusive.

3.3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. UOB's decisions 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 Cardmember). 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 the 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 the Promotion and/or to receive the Cash Rebate.

3.4 All information is correct at the time of publishing 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 the Promotion, these Terms and Conditions shall prevail.

3.5 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html) will continue to be binding on all Cardmembers. Please visit www.uob.com.sg for the Standard Terms. Cardmembers will be subjected accordingly to the prevailing Standard Terms. Participation in the Promotion is subject to these Terms and Conditions herein. Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail insofar as it relates to the Promotion.

3.6 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) of Singapore to enforce any of these Terms and Conditions.

3.7 These Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.

- 3.8 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

*Published on 26 May 2017
United Overseas Bank Limited Co. Reg. No. 193500026Z*