

Terms and Conditions Governing Really eZPay x UOB Business Debit Card – S\$100 worth of GrabFood Vouchers Sign-up Promotion (“Promotion”)

1. Definitions

- 1.1. “**Eligible Card**” means the UOB Business Debit Card issued by UOB in Singapore.
- 1.2. “**Eligible Transactions**” means all local and overseas online Mastercard transaction(s) successfully carried out via Really eZPay made to a supplier, vendor or provider of property management services or products on the Really Platform and charged to an Eligible Card during the Collection Period and which are successfully captured / posted on UOB’s systems during the Collection Period.
- 1.3. “**Really Platform**” refers to Really’s online platform and application known as really.sg which provides property management, facility management and procurement tools.
- 1.4. “**Really eZPay**” refers to the payment facility available on the Really Platform which accepts transactions made with an Eligible Card.

2. Promotion

- 2.1. This Promotion is jointly organised by United Overseas Bank Limited (“**UOB**”) and Really Pte. Ltd. (“**Really**” and together with “**UOB**”, the “**Organisers**” or “**we**”) is valid from 19 July 2021 to 31 December 2022 (both dates inclusive) (the “**Promotion Period**”). By participating in this Promotion, you are deemed to have agreed to be bound by the terms and conditions of this Promotion (the “**Terms**”).
- 2.2. To participate in this Promotion, you must satisfy all of the following requirements:
 - (a) you must be a supplier, vendor or provider of property management services or products;
 - (b) you must have a Really account with Really during the Promotion Period;
 - (c) you must be successfully on-boarded to Really eZPay during the Promotion Period; and
 - (d) you must successfully collect a total of at least S\$10,000 in Eligible Transactions (the “**Minimum Collection**”) charged to one or more Eligible Card(s) within the first three (3) calendar months of the month in which you are successfully on-boarded to Really eZPay or by 31 December 2022, whichever is earlier (the “**Collection Period**”).
- 2.3. All Eligible Transactions effected in foreign currencies will be converted into Singapore dollars based on UOB’s prevailing exchange rate and the Singapore dollar amount posted on UOB’s system will be used for the purposes of computing the Minimum Collection under this Promotion.
- 2.4. For the avoidance of doubt, for the purposes of computing the Minimum Collection, the Eligible Transactions may be accumulated or aggregated across multiple Eligible Card(s).
- 2.5. If you are amongst the first 40 participants of this Promotion to satisfy all of the requirements in Clause 2.2 above, you shall be eligible to receive S\$100 worth of GrabFood Vouchers (the “**Gift**”).
- 2.6. You are only eligible to receive the Gift once under this Promotion.
- 2.7. Gifts are on a first-come-first-served basis, whilst stocks last and subject to availability. UOB shall not be required to notify and/or update on the stock availability of the Gift.

- 2.8. If you are eligible to receive the Gift, you will be sent an email notification to your email address in Really's records by 30 April 2023 (or such other date as may be determined by UOB in its sole discretion) (the "**Notice**"). The Notice will set out details on the redemption of the Gift.
- 2.9. The Gift 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.
- 2.10. UOB may substitute the Gift with any item of equivalent or similar value, without prior notice or reason or being liable to any person.
- 2.11. The participating merchant, agent, supplier or service provider may impose terms and conditions for the utilisation or redemption of the Gift. The redemption and utilisation of the Gift is subject to conditions and charges imposed by the participating merchant, agent, supplier and/or service provider at its discretion, which you are solely responsible for complying with.
- 2.12. The Gift is supplied by third party merchants and UOB is not an agent of the merchant and/or supplier of the Gift. Accordingly, UOB makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Gift and UOB assumes no liability or responsibility for the acts or omissions of the merchants or any non-performance or defects in the Gift. Any dispute regarding the Gift is to be resolved directly with the merchant and/or supplier of the Gift. UOB shall not be required to assist or act on your behalf in communicating with the merchant and/or supplier of the Gift. For the purposes of this clause, "Gift" includes any products and/or services provided by third party merchants in connection with the use and/or redemption of the Gift.

3. General

- 3.1. The following persons shall not be eligible to participate in the Promotion:
 - (a) individuals whose UOB account(s) and/or Really account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
 - (b) individuals whose UOB account(s) and/or Really account(s) is/are not active, valid, subsisting or in good standing or delinquent or unsatisfactorily conducted as may be determined by UOB at its sole discretion;
 - (c) individuals who are mentally unsound, facing legal incapacity or are 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 sole discretion, without any reason or prior notice at any time.
- 3.2. UOB 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 redemption or usage of the Gift or participation in this Promotion. Without limiting the foregoing, UOB will not be liable or responsible for any undelivered, misdirected, corrupted, lost or delayed text, transmission or transaction or any delay or failure in posting any transaction or accessing any of UOB's online banking services or mobile banking services or third party applications, howsoever caused.
- 3.3. UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion, including but not limited to the determination of whether you have met all the requirements of the Promotion. UOB's decisions shall be final, conclusive and binding and no payment or compensation will be given. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter or decision relating to the Promotion.

- 3.4. If UOB determines that you are ineligible to participate in this Promotion or to receive the Gift, UOB may in its sole discretion forfeit the Gift, reclaim the Gift or charge to and debit an amount equal to the value of the Gift from any of your accounts with UOB without prior notice to you. If the monies standing to the credit of your accounts are insufficient to reimburse UOB, you shall immediately reimburse UOB for the value of the Gift through such means as UOB may determine in its sole discretion.
- 3.5. The Terms shall be read in conjunction with the prevailing UOB Business Debit Cardmember Agreement and any other terms that may be relevant in connection with this Promotion (collectively the “Standard Terms”). In the event of any inconsistency between (i) the Terms and the Standard Terms, the Terms shall prevail to the extent of such inconsistency; and (ii) the Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, the Terms shall prevail to the extent that such discrepancy relates to this Promotion.
- 3.6. UOB may, at any time and at its discretion terminate the Promotion and/or amend any of the Terms, and all persons shall be bound by such amendments.
- 3.7. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 3.8. By participating in this Promotion and in addition to any other consent you have already provided to UOB and any right of UOB under applicable laws, you consent to UOB and the necessary third parties collecting, using and disclosing your information (including your personal data) for the purposes of this Promotion and to contact you, including by voice call or text message.
- 3.9. A person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce the Terms.
- 3.10. The Terms shall be governed by the laws of the Republic of Singapore and you shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 3.11. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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