

Terms & Conditions for KrisFlyer UOB Account and KrisFlyer UOB Debit Card 28" URS Luggage Bag Promotion

- This KrisFlyer UOB Account and KrisFlyer UOB Debit Card Promotion (the "Promotion") is valid from 23 January 2020 to 15 April 2020, both dates inclusive (the "Promotion Period"). By participating in this Promotion, you agree to be bound by the terms and conditions of this Promotion (the "Terms and Conditions").
- 2. To participate in this Promotion:
 - (i) you must apply for a new KrisFlyer UOB Account and KrisFlyer UOB Debit Card issued by United Overseas Bank Limited ("**UOB**") during the Promotion Period (the "**Application**");
 - (ii) your Application must be approved by UOB within the Promotion Period; and
 - (iii) you must have successfully charged a total of at least \$\$3,000 in Eligible Transactions (as defined below) to your KrisFlyer UOB Debit Card approved pursuant to this Promotion by no later than the third calendar month of your KrisFlyer UOB Debit Card account opening date (the "Qualifying Spend"). For example, if your KrisFlyer UOB Account opening date takes place in January 2020, your Qualifying Spend must be charged by 31 March 2020 (being the third calendar month of your KrisFlyer UOB Account opening date).
- 3. If you satisfy all of the following requirements:
 - (i) you are the first 300 participants of this Promotion in your KrisFlyer UOB Account opening calendar month during the Promotion Period to meet all of the conditions in clause 2 above; and
 - (ii) you have maintained a minimum Monthly Average Balance (as defined below) of S\$3,000 in your KrisFlyer UOB Account for 2 consecutive calendar months commencing from the second calendar month of the account opening date of your KrisFlyer UOB Account approved under this Promotion,

you will be eligible to receive a 28" URS luggage bag (worth S\$209) (the "Welcome Gift").

For illustration purposes only:

KrisFlyer UOB Account Opening Month	To maintain S\$3,000 Monthly Average Balance in your KrisFlyer UOB Account	To charge the Qualifying Spend to your KrisFlyer UOB Debit Card which shall be no later than	No. of customers eligible to redeem the Welcome Gift for each calendar month
January 2020	February to March 2020	31 March 2020	300
February 2020	March to April 2020	30 April 2020	300
March 2020	April to May 2020	31 May 2020	300
April 2020	May to June 2020	30 June 2020	300

4. For the purposes of this Promotion:

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(i) **"Monthly Average Balance**" shall mean the summation of each day-end balance in the KrisFlyer UOB Account for a calendar month divided by the number of calendar days in that calendar month. In respect of new KrisFlyer UOB Accounts opened during the Promotion Period, the Monthly Average Balance for the calendar month in which the KrisFlyer UOB Account is opened shall be calculated as follows:

Monthly Average Balance (for the month of new KrisFlyer UOB Account opening) = X / Y where:

- "X" : refers the sum of each day-end KrisFlyer UOB Account balance from and including the KrisFlyer UOB Account opening date to the last day of that calendar month; and
- "Y" : refers to the number of calendar days from and including the KrisFlyer UOB Account opening date to the last day of that calendar month.
- (ii) **"Eligible Transactions**" shall have the meaning ascribed to it in the prevailing terms and conditions governing KrisFlyer UOB Debit Card and KrisFlyer UOB Account Accounts and Services (available via <u>uob.com.sg/KrisFlyerUOB/Debit</u>).
- (iii) "Excluded Transactions" shall mean all transactions that are listed in the Exclusion section in the prevailing terms and conditions governing KrisFlyer UOB Debit Card and KrisFlyer UOB Account Accounts and Services (available via <u>uob.com.sg/KrisFlyerUOB/Debit</u>) as well as any transaction that was subsequently cancelled, voided or reversed for any reason.
- (iv) UOB reserves the right, at any time at its sole discretion, to amend or vary the list of Eligible Transactions and the list of Excluded Transactions without any reason or 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.
- (v) Computation of the Qualifying Spend in this Promotion will be based on all the Eligible Transactions successfully posted on UOB's system.
- (vi) Eligible Transactions made in foreign currencies will be converted into Singapore dollars based on UOB's then prevailing exchange rate applicable at the time of exchange. The transaction amount posted in your KrisFlyer UOB Debit Card account will be used for the purposes of computing the Qualifying Spend amount for this Promotion. The date the transaction is charged may not be the same as the date the transaction is posted on UOB's system due to factors including but not limited to processing time and difference in time zones (where applicable).
- 5. UOB has the right in its sole and absolute discretion to approve or decline any Application and UOB shall not be required to give any reason or prior notice on any matter concerning such Application or be liable to any party.
- 6. Without limiting the generality of the above, this Promotion shall not apply to the following individuals:
 - individuals who cancelled or closed his KrisFlyer UOB Account and/or KrisFlyer UOB Debit Card prior to the commencement of the Promotion or at any time during the Promotion Period;
 - (ii) individuals who are existing holders of the KrisFlyer UOB Account and/or KrisFlyer UOB Debit Card;



- (iii) individuals who are or become mentally incapacitated, deceased, insolvent, bankrupt or who have no legal capacity;
- (iv) individuals who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them;
- individuals whose UOB account(s) account is/are not valid, subsisting or in good standing or which are otherwise determined by UOB in its absolute discretion as being delinquent or unsatisfactorily conducted for any reason;
- (vi) individuals who are not Singapore Airlines KrisFlyer members or whose Singapore Airlines KrisFlyer account is not valid or subsisting; or
- (vii) anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.
- 7. For the avoidance of doubt, each KrisFlyer UOB Account and KrisFlyer UOB Debit Card is only eligible to receive **one** Welcome Gift, regardless of the number of people named to the account in the case of joint accounts and regardless of the amount of Eligible Transactions charged to the KrisFlyer UOB Debit Card.
- 8. If you are eligible to receive the Welcome Gift, a redemption notice (whether by letter or SMS) will be sent to you based on your contact information in our records within 3 months after the Promotion Period. The redemption notice will set out details on the redemption of your Welcome Gift. UOB reserves the right to decline any redemption of the Welcome Gift if any one of the requirements set out in the redemption notice is not met at the time of redemption. No replacement will be issued for a lost, stolen, deleted or destroyed redemption notice.
- 9. The Welcome Gift must be redeemed during the redemption period specified in the redemption notice. UOB will not extend the redemption period for any reason whatsoever.
- 10. The Welcome Gift is not transferable or exchangeable (whether in part or in full) for cash, credit or otherwise. No payment or compensation whether in cash, credit or kind shall be made for any uncollected, misplaced, lost, defaced, stolen or damaged Welcome Gift.
- 11. The Welcome Gift is on a first-come-first-served basis and is subject to availability. UOB shall not be required to notify and/or update any customers on the stock availability of the Welcome Gift.
- 12. The Welcome Gift is supplied by a third party merchant and UOB is not an agent of the merchant and/or supplier of the Welcome Gift. Accordingly, UOB makes no representation or warranty as to the quality, value, merchantability or fitness for purpose of the Welcome Gift and assumes no liability or responsibility for the acts or omissions of the merchants. Any dispute regarding the Welcome Gift is to be resolved directly with the merchant and/or supplier of the Welcome Gift. UOB shall not be required to assist or act on your behalf in communicating with the merchant and/or supplier of the Welcome Gift.
- 13. 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 Welcome 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, howsoever caused.
- 14. 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.

- 15. If UOB determines that you are ineligible to participate in this Promotion or to receive the Welcome Gift, UOB may in its sole discretion forfeit the Welcome Gift, reclaim the Welcome Gift or charge to and debit an amount equal to the value of the Welcome 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 Welcome Gift through such means as UOB may determine in its sole discretion.
- 16. UOB reserves the right, at its discretion, at any time, without prior notice or assigning any reason thereof or being liable to any person, replace or substitute the Welcome Gift with any other gift of equal of similar value selected by UOB.
- 17. These Terms and Conditions shall be read in conjunction with UOB's prevailing Terms and Conditions Governing Accounts and Services (Individual Customers), the UOB Debit Cardmembers Agreement, the terms and conditions governing KrisFlyer UOB Debit Card and KrisFlyer UOB Account Accounts and Services 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 Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency; and (ii) the Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail to the extent that such discrepancy relates to this Promotion.
- 18. UOB may, at any time and at its discretion terminate the Promotion and/or amend any of the Terms and Conditions, and all persons shall be bound by such amendments.
- 19. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 20. 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 personal data for the purposes of this Promotion and to contact you, including by voice call or text message.
- 21. 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 Singapore) to enforce or enjoy the benefit of any term of such agreement.
- 22. These Terms and Conditions are governed by Singapore laws and all parties participating in the Promotion agree to submit to the exclusive jurisdiction of the Singapore Courts.
- 23. Except where the context otherwise requires, words denoting the singular include the plural and *vice versa*.

Updated as of 1 April 2020