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KrisFlyer UOB Credit/Debit Card – 3D2N Singapore Experiential Staycation Package Lucky Draw ("Draw") Terms and Conditions ("Terms and Conditions")

1. <u>Eligibility</u>

- 1.1 This Draw is only open to all principal KrisFlyer UOB Credit Cardmembers and primary KrisFlyer UOB Debit Cardmembers (the "**Eligible Cards**").
- 1.2 By participating in this Draw, you are deemed to be bound by these Terms and Conditions.

2. <u>Lucky Draw Mechanics</u>

- 2.1 To participate in the Draw, you must be a holder of an Eligible Card and you must fulfil all the conditions set out below in Clause 2.2.
- 2.2 You will be awarded with chances in the Draw on the following basis:
 - (a) one (1) lucky draw chance will be awarded to you for every S\$10 accumulated worth of Point of Sale Eligible Transactions successfully charged to your Eligible Card during the period commencing from 1 November 2020 to 31 January 2021 (both dates inclusive) (the "Qualifying Period"); and
 - (b) three (3) lucky draw chances will be awarded to you for every S\$10 accumulated worth of Online Eligible Transactions successfully charged to your Eligible Card during the Qualifying Period.
- 2.3 For avoidance of doubt, if you are both a KrisFlyer UOB Credit Cardmember and a KrisFlyer UOB Debit Cardmember, the total amount of Eligible Transactions charged to each of your KrisFlyer UOB Credit Card and KrisFlyer UOB Debit Card will be aggregated to determine the number of lucky draw chances to be awarded in accordance with Clause 2.2 above.
- 2.4 For the purpose of this Draw:
 - (a) **"Eligible Transactions**" shall mean the Point of Sale Eligible Transactions and the Online Eligible Transactions.
 - (b) "Point of Sale Eligible Transactions" shall mean all retail transactions (whether in Singapore dollars or foreign currencies) successfully charged to your Eligible Card by presenting the physical or digital card for payment at the merchant's POS terminal located in the Merchant's premises and posted to your Eligible Card account during the Qualifying Period <u>BUT</u> shall exclude the Excluded Transactions.
 - (c) "Online Eligible Transactions" shall mean all retail transactions (whether in Singapore dollars or foreign currencies) made via the internet or mobile application and processed by the respective merchants/acquirers as an online transaction through the Mastercard network based on system indicators and which are successfully charged to your Eligible Card and posted to your Eligible Card account during the Qualifying Period <u>BUT</u> shall exclude the Excluded



Transactions. These system indicators are decided by the relevant merchant and/or the merchant's acquirer and are not determined by UOB.

- (d) **"Excluded Transactions**" shall refer to:
 - the excluded transactions which are listed in the Exclusion section in the prevailing <u>Terms and Conditions Governing KrisFlyer UOB Credit</u> <u>Card</u> for KrisFlyer UOB Credit Cardmembers (available at <u>www.uob.com.sg/KrisFlyerUOB/Credit</u>) and the prevailing Terms and Conditions Governing the KrisFlyer UOB Debit Card and Account (available at <u>www.uob.com.sg/KrisFlyerUOB/Debit</u>);
 - (ii) balances owing on the Eligible Card accounts accruing from months that do not fall within the Qualifying Period; and
 - (iii) any transaction that is subsequently cancelled, voided or reversed for any reason.
- (e) 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 this Draw.
- (f) Eligible Transactions successfully charged on the supplementary KrisFlyer UOB Credit Card(s) will accrue to the principal KrisFlyer UOB Credit Card.
- (g) Eligible Transactions successfully charged on the KrisFlyer UOB Debit Card of a joint account holder <u>will not</u> accrue to the primary KrisFlyer UOB Debit Cardmember.
- (h) In the event that you hold more than one KrisFlyer UOB Account, only Eligible Transactions successfully charged on the KrisFlyer UOB Debit Card where you are the primary account holder will be used to determine the Eligible Transactions for this Draw.
- (i) UOB reserves the right, at any time at its discretion, to amend or vary this list of Excluded Transactions without any reason or, prior notification, and without liability to any party.
- 2.5 There is no cap on the maximum number of chances that you may be awarded for the Draw from all the Eligible Transactions performed by you during the Qualifying Period.
- 2.6 Upon the awarding of a chance to you, your name will be submitted to the Draw pool and you will be enrolled into the Draw automatically without any registration required.

3. <u>Draw</u>

3.1 The Draw will be conducted using an electronic system on 31 March 2021 (the "**Draw Date**") at 10:30AM (SGT) at 480 Toa Payoh Lorong 6, #25-01, HDB Hub East Wing, Singapore 310480 (or such other date, time or location as UOB may determine at its own discretion). The Draw will be witnessed by an external auditor appointed by UOB at its sole discretion.



- 3.2 A total of 3 unique winners will be selected at random from the pool of participants in the Draw pool on the Draw Date (the "**Winners**"). UOB reserves the right to draw reserve winners to replace any winner who is or may be subsequently found to be ineligible or disqualified from the Draw.
- 3.3 If you are selected as a Winner, you will be notified by post to your last known address based on UOB's records (the "**Prize Notification**"). The Prize Notification will be sent out by 30 May 2021 (or such other date as may be determined by UOB). The Winners will also be announced on UOB's website on 30 May 2021.

4. <u>Prize</u>

- 4.1 Each Winner is only eligible to receive one 3D2N Mastercard Priceless Singapore Package at the The Barracks Hotel in Singapore (Suite Room with pool access) for two persons (worth S\$4,400) ("**Prize**"). Each Prize comprises:
 - 3D2N Stay in The Barracks Hotel Suite Room with Pool Access
 - Daily Breakfast for 2 (individual set) at The Barracks Hotel Living Room or Rooftop restaurant in 1-V:U
 - Special Welcome and Farewell Gifts
 - Afternoon Tea Set for 2 (set menu) with free-flow champagne per stay
 - Daily evening cocktails and canapés (individual set) in the Living Room
 - Round-trip hotel transfers using JEEP or limousine service
 - The Barracks Hotel Heritage Tour for 2
 - HideMasa Tsuzumi Teppanyaki Menu for 2 (set menu)
 - Afternoon tea (set menu) with Prosecco at Pollen, Gardens by the Bay and meet-and-greet with chef
 - Dinner (set menu) at CUT by Wolfgang Puck, with beverage pairing
 - Private Transport and Host
 - 90 min full body massage for 2 at Auriga Spa of Capella Singapore
- 4.2 To redeem the Prize, reservation must be made directly with the nominated authorized vendor by 31 December 2021. Prize must be reserved 14 days in advance of the intended date of stay and utilised by 31 December 2021. Strictly no extension will be allowed.
- 4.3 You must continue to be the holder of an Eligible Card at the time of the Draw and at the time of utilisation of your Prize. Otherwise, UOB has the right to forfeit the Prize without prior notice and without compensation.
- 4.4 Details for the redemption of the Prize will be stated in the Prize Notification. Conditions may be imposed for the redemption of the Prize and the use of the goods and services offered. UOB, Mastercard and/or the merchant or supplier each reserve the right to decline redemption of the Prize or any part thereof if any of these conditions are not met.
- 4.5 The Prize is not transferable or exchangeable for cash, credit, goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable.
- 4.6 UOB reserves the right to replace the Prize with another item of similar value without giving any reason or prior notice or assuming any liability to any person.

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- 4.7 The Prize is supplied by third party merchants and UOB is not an agent of the merchant and/or supplier of the Prize. Accordingly, UOB makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Prize and UOB assumes no liability or responsibility for the acts or omissions of the merchants or any non-performance or defects in the Prize. Any dispute regarding the Prize is to be resolved directly with the merchant and/or supplier of the Prize. UOB shall not be required to assist or act on your behalf in communicating with the merchant and/or supplier of the Prize.
- 4.8 The value of the Prize set out in any advertising, promotional, publicity and other materials are purely indicative and for information purposes only and such prices and values may vary in accordance with market fluctuations and other market conditions. The Bank accepts no liability for any loss howsoever arising from the use of or reliance on such indicative prices and values.
- 4.9 Any unredeemed Prizes will be forfeited and the Bank shall have the sole discretion to award the Prize to other participants who have been randomly selected as back-up winners.

5. <u>General</u>

- 5.1 The Draw is authorized under the Singapore Lucky Draw reference number LD/202R/2020.
- 5.2 The following persons shall not be eligible to participate in the Draw:
 - (a) directors or employees of UOB;
 - (b) employees of UOB's partners including advertising and promotion agencies and any other persons involved in organizing, promoting and/or conducting the Draw;
 - (c) individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
 - (d) individuals whose UOB 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;
 - (e) any individual who has not complied with any provision of these Terms and Conditions;
 - (f) 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
 - (g) anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.
- 5.3 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 Prize or participation in this Draw. 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.

- 5.4 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Draw, including but not limited to the determination of whether you qualify for the Draw. 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 Draw, including the reasons for any disqualification from the Draw.
- 5.5 If UOB determines that you are ineligible to participate in the Draw or to receive the Prize, UOB may in its sole discretion forfeit the Prize, reclaim the Prize or charge to and debit an amount equal to the value of the Prize 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 Prize through such means as UOB may determine in its sole discretion.
- 5.6 The Terms and Conditions shall be read in conjunction with the prevailing UOB Cardmembers Agreement, the Terms and Conditions Governing KrisFlyer UOB Credit Card, the Terms and Conditions Governing KrisFlyer UOB Debit Card, the Terms and Conditions Governing Accounts and Services (for Individuals) any other terms that may be relevant in connection with this Draw (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 Draw, the Terms and Conditions shall prevail to the extent of such inconsistency.
- 5.7 UOB may, at any time and at its discretion terminate or suspend the Draw and/or amend any of the Terms and Conditions, and all persons shall be bound by such amendments.
- 5.8 Mastercard does not assume any responsibility for the products and services offered under this Draw. The products are sold and services are provided solely by the relevant vendors, under such terms and conditions as determined by such vendors, and Mastercard accepts no liability whatsoever in connection with such products and services. The products and services have not been certified by Mastercard and under no circumstances shall the inclusion of any product or service in this Draw be construed as an endorsement or recommendation of such product or service by Mastercard.
- 5.9 Unless otherwise stated, this Draw is not valid with other offers, privileges or promotions.
- 5.10 By participating in this Draw 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 Draw (including, where required, to publicly announce the names of the Winners) and to contact you, including by voice call or text message. The Winners shall, if required by UOB, attend any prize presentation and



participate in any advertising, promotional and publicity activities relating to or in connection with this Draw at his/her own costs.

- 5.11 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 term herein.
- 5.12 The Terms and Conditions 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.

United Overseas Bank Limited Co. Reg. No.193500026Z

1 November 2020