

TERMS AND CONDITIONS GOVERNING THE UOB MIGHTY PROMOTION (“TERMS AND CONDITIONS”)

1. DEFINITIONS

“Account” means any one of the following UOB accounts which is used as a transaction account:

- (i) Checking Account
- (ii) Savings Account
- (iii) Privilege Account
- (iv) Wealth Premium Account
- (v) Credit Cards

“Promotion” means this UOB Mighty Promotion.

“UOB” means United Overseas Bank Limited.

“Mighty” means UOB Mighty mobile banking application.

2. ELIGIBILITY

- 2.1. This Promotion is open to new and existing users of Mighty (**“Eligible Customers”**), save for those excluded further to clause 2.2 below or excluded by UOB in its sole discretion.
- 2.2. The following individuals are not qualified / eligible to participate in this Promotion:-
 - 2.2.1. any individual whose Account has been, voluntarily or involuntarily, suspended, terminated, cancelled or closed at any time during the Promotion Period;
 - 2.2.2. any individual whose Account is not active, valid, subsisting or in good standing at any time during the Promotion Period; or
 - 2.2.3. 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.
- 2.3. 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 as determined by UOB at its absolute discretion in order for the Eligible Customer to be able to participate in this Promotion.
- 2.4. By participating in this Promotion, Eligible Customers are deemed to have agreed to be bound by these terms and conditions.

3. Mighty National Day Promotion

- 3.1 The Mighty National Day Promotion shall be held on 9 August 2019 (or as otherwise specified in the promotion notification message, which may be made via Mighty in-app notifications or on official UOB social media channels).
- 3.2 To participate in the Mighty National Day Promotion, an Eligible Customer must make (i) register for PayNow by linking their mobile number or NRIC to a valid UOB account on 9 August 2019 AND make a transaction of any amount ("**National Day PayNow Transaction**"), and/or (ii) a MightyFX conversion of a minimum of Five Hundred Singapore Dollars (S\$500) to any foreign currency available on his/her MightyFX Account ("**National Day MightyFX Conversion**").
- 3.3 The first one thousand (1,000) Eligible Customers to perform one National Day MightyFX Conversion shall each receive one (1) Twenty Singapore Dollars (S\$20) Cash Credit into their Eligible SGD Account (which shall be the same SGD Account from which the National Day MightyFX Conversion was made). Each Eligible Customer shall only be entitled to receive one Cash Credit, regardless of the number of National Day MightyFX Conversions performed.
- 3.4 The first one thousand (1,000) Eligible Customers to perform one National Day PayNow Transaction shall each receive one (1) Twenty Singapore Dollars (\$20) Cash Credit into their Eligible Account (which shall be the same Account linked to the Eligible Customer's PayNow). Each Eligible Customer shall only be entitled to receive one Cash Credit, regardless of the number of National Day PayNow Transactions performed.
- 3.5 Eligible customers may receive up to two (2) Cash Credits under this Mighty National Day Promotion if they successfully perform both National Day MightyFX Conversion and National Day PayNow Transaction.
- 3.6 Cash Credits awarded under this Mighty National Day Promotion will be credited and notified by 15 October 2019.
- 3.7 Mighty Coupon – GrabFood SGD \$20 voucher
- 3.7.1 Three thousand (3,000) GrabFood vouchers each worth Twenty Singapore Dollars (S\$20) will be made available on a first-come-first-served basis on Mighty Coupons on this Mighty National Day Promotion.
- 3.7.2 The redemption and usage of these GrabFood vouchers will be subjected to such terms and conditions as may be imposed by Grab.

4. Mighty Top Transactors Promotion

- 4.1 This Mighty Top Transactors Promotion shall run throughout the period from 9 August 2019 to 31 August 2019 (both dates inclusive).
- 4.2 The top twenty (20) customers with the highest number of eligible Transactions by volume conducted between 9 August 2019 to 31 August 2019 (each a “Mighty Top Transactor”) are eligible to receive one hundred thousand (100,000) KrisFlyer Miles credited into their KrisFlyer account .
- 4.3 Eligible Transactions for the purposes of this Mighty Top Transactors Promotion are Contactless ATM Withdrawals (i.e. ATM withdrawal using the UOB Contactless ATM feature), MightyFX Conversions (i.e. any conversion of Singapore Dollars from an Eligible MightyFX SGD Account to an Eligible MightyFX foreign currency Account), and PayNow transactions linked to a UOB Account.
- 4.4 Mighty Top Transactors will be notified of their eligibility to receive the KrisFlyer Miles by 30 October 2019. The KrisFlyer Miles shall be awarded no later than one (1) month from the date of notification, by which time each Mighty Top Transactor must have notified UOB of the KrisFlyer Account (which must be in his/her own name) into which the KrisFlyer Miles are to be credited into. Failure to notify the Bank as aforementioned, or failure to have a valid KrisFlyer account at the time of proposed crediting of the KrisFlyer Miles, will result in the KrisFlyer Miles being irrevocably forfeited. The Bank shall be under no obligation to replace or compensate in the event of such forfeiture.

5. Mighty Friday deals

- 5.1 Mighty Friday deals shall take place every Friday (00:00 hours to 23:59 hours) in the period from 9 August 2019 to 31 October 2019 (both dates inclusive).
- 5.2 Mighty Friday deals are deals run with different merchants and shall be publicized on the particular Friday on Mighty during the Promotion Period. To be eligible for Mighty Friday deals, all payments for the deal must be done via Mighty (either through QR Pay or redemption through Mighty Coupons) unless otherwise stated.
- 5.3 All Mighty Friday deals are limited and quantity varies by participating merchants. Deals are further subject to such terms and conditions as may be imposed by the respective merchants.

6. Mighty Contactless ATM Withdrawal Fridays

- 6.1 Mighty Contactless ATM Withdrawal Fridays shall take place on 27 September 2019.
- 6.2 To participate in Mighty Contactless ATM Withdrawal Fridays, an Eligible Customer needs to make a minimum One Hundred Singapore Dollars (S\$100) ATM withdrawal using the UOB Contactless ATM feature ("**Eligible Contactless ATM Withdrawal**").
- 6.3 The first two thousand (2,000) Eligible Customers over both Mighty Contactless ATM Withdrawal Fridays to perform one Eligible Contactless ATM Withdrawal shall each receive one (1) Two Singapore Dollars (S\$2) Cash Credit into their Eligible Account (which shall be the same Account from which the Eligible Contactless ATM Withdrawal was made).
- 6.4 Eligible Customers will be notified and Cash Credit will be credited by 30 November 2019 (for Eligible Contactless ATM Withdrawal made on 27 September 2019).

7. MightyFX Fridays

- 7.1 MightyFX Fridays shall take place on 23 August 2019 and 25 October 2019.
- 7.2 To participate in MightyFX Fridays, an Eligible Customer needs to make a minimum conversion of Two Hundred Singapore Dollars (S\$200) from an Eligible MightyFX SGD Account to his/her Eligible MightyFX foreign currency Account via Mighty ("**Eligible MightyFX Conversion**").
- 7.3 The first two thousand (2,000) Eligible Customers over both MightyFX Fridays to perform one Eligible MightyFX Conversion shall each receive one (1) Two Singapore Dollars (S\$2) Cash Credit into their Eligible SGD Account (which shall be the same SGD Account from which the Eligible MightyFX Friday Conversion was made).
- 7.4 Eligible Customers will be notified and Cash Credit will be credited by 31 October 2019 (for Eligible MightyFX Conversions made on 23 August 2019) and 31 December 2019 (for Eligible MightyFX Conversions made on 25 October 2019).

8. Mighty PayNow Fridays

- 8.1 Mighty PayNow Fridays shall take place on 13 September 2019 and 11 October 2019.
- 8.2 To participate in Mighty PayNow Fridays, an Eligible Customer needs to (i) register for PayNow by linking their NRIC or mobile number to a valid UOB account on 13 September

2019 or 11 October 2019, AND (ii) make a minimum Ten Singapore Dollars (S\$10) PayNow transaction from or to an Eligible Account on the same day ("**Eligible PayNow Transaction**").

- 8.3 The first five hundred (500) Eligible Customers over both Mighty PayNow Fridays to perform an Eligible PayNow Transaction shall each receive one (1) Twenty Singapore Dollars (\$20) Cash Credit into their Eligible Account (which shall be the same Account linked to the Eligible Customer's PayNow).
- 8.4 Eligible Customers will be notified and Cash Credit will be credited by 15 November 2019 (for Eligible PayNow Transactions made on 13 September 2019) and 15 December 2019 (for Eligible PayNow Transactions made on 11 October 2019).

9. GENERAL

- 9.1 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 as determined by UOB at its absolute discretion in order for the Eligible Customer to be able to participate in this Promotion.
- 9.2 Cash Credits will not be credited to the Eligible Customer if his/her Account is terminated on or before the date on which the Cash Credit is to be made.
- 9.3 Cash Credits and KrisFlyer miles are 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.
- 9.4 Notwithstanding anything to the contrary, UOB reserves the right to select a substitute Eligible Customer/Account to substitute an initial Eligible Customer/Account that is subsequently found to be ineligible or disqualified or not entitled to participate in this Promotion.
- 9.5 If any Eligible Customer/Account is subsequently found to be ineligible or disqualified 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. UOB shall also be entitled to claim from any Account 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.

9.6 UOB shall not be responsible or liable:-

- 9.6.1 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 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 or whose services are relevant to this Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
 - 9.6.2 for any application, notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
 - 9.6.3 for any breakdown or malfunction in any computer system or equipment; or
 - 9.6.4 for any costs, losses, damages, claims, expenses and/or injuries of any customer or any other person howsoever incurred or suffered.
- 9.7 UOB may, at any time and from time to time, terminate or withdraw this Promotion and/or vary, modify, add and/or delete any provisions herein, including but not limited to amending the duration of this Promotion 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 Eligible Customers shall be bound by any such variations, modifications, additions and/or deletions.
- 9.8 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with this Promotion and 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. UOB's decisions on all matters in connection with this Promotion are at its discretion and 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.
- 9.9 All Eligible Customers shall continue to be bound by:
- (i) UOB Debit Cardmember Agreement;
 - (ii) UOB Terms and Conditions Governing Accounts and Services;
 - (iii) KrisFlyer UOB Terms and Conditions;
 - (iv) UOB Debit Card Fees and Charges;
 - (v) NETS Terms and Conditions;
 - (vi) Terms and Conditions of UOB Personal Internet Banking and UOB Mobile Services; and
 - (vii) Mighty Coupons Terms & Conditions.

In the event of any inconsistency between these Terms and Conditions and the aforementioned terms and conditions, these Terms and Conditions shall prevail to the extent that such inconsistency pertains to this Promotion.

- 9.10 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, these Terms and Conditions shall prevail.
- 9.11 Unless otherwise stated, the Promotion is not valid with other offers, discounts, rebates, vouchers, privileges or promotions.
- 9.12 A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term herein.
- 9.13 These terms and conditions shall be governed by and construed in accordance with the laws of Singapore and the Singapore courts shall have exclusive jurisdiction over any dispute arising out of or in relation to the Promotion.