



## UOB JCB Tokyo Lucky Draw 2012

### TERMS AND CONDITIONS

#### 1. Eligibility

- 1.1 The UOB Overseas Bank Limited (“UOB”) **JCB Tokyo Lucky Draw 2012** (“the Draw”) is open to all Eligible Cardmembers (as defined below) subject to the following terms and conditions.
- 1.2 Subject to the provisions herein and in particular, Clause 1.3 below, “**Eligible Cardmembers**” shall mean all existing and new principal holders of UOB JCB credit cards issued in Singapore which are valid, subsisting and in the opinion of UOB in good standing and satisfactorily conducted and each Eligible Cardmembers shall be referred to as the “**Eligible Cardmember**”.
- 1.3 Without limiting the generality of this provision, the following persons shall not be eligible for the Draw:
  - i. directors or employees/staff of UOB and/or Far Eastern Bank Ltd (“FEB”) during the Qualifying Period (as hereinafter defined) and their respective immediate family members;
  - ii. employees and staff of JCB International Incorporated (“JCB”), the auditors, Leo Burnett Singapore (only its employees or staff who are handling the UOB account), advertising agencies, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promoting and/or conducting the Draw or who have an interest in the Draw and their immediate family member;
  - iii. whose principal UOB JCB credit card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 2 June 2012 and the Draw Dates (as defined below) (both dates inclusive);
  - iv. who are or become mentally incapacitated, deceased, insolvent or who face legal incapacity;
  - v. who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them; or
  - vi. whose UOB JCB credit card accounts are not active, 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 reasons as may be determined by UOB at its absolute discretion.

Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and from time to time to determine the eligibility of any UOB JCB credit cardmember to take part in the Draw and shall not be obliged to give any reason therefore.

For the avoidance of doubt, the termination of a supplementary UOB JCB credit cardmember of an Eligible Cardmember's account will not by itself disqualify the Eligible Cardmember from the Draw.

## 2. Qualifying Period and Allocation of Chances

2.1 "Qualifying Period" for the Draw means the period commencing from 2 June 2012 to 31 December 2012 (both dates inclusive).

2.2 The chances for the Draw shall be allocated in the following manner:-

i. Five (5) chances will be allocated to every Eligible Cardmember for every Transaction (as defined below) charged to the UOB JCB credit card for purchases made at Meidi-ya, Muji, Uniqlo and other major department stores in Singapore during the Qualifying Period.

ii. One (1) chance will be allocated to every Eligible Cardmember for every Transaction (as defined below) charged to the UOB JCB credit card at any other places (save for the places mentioned in (i) above) during the Qualifying Period.

iii. Additional ten (10) chances will be allocated to every Eligible Cardmembers who charged at least one (1) Transaction (as defined below) to the **newly approved** UOB JCB credit card **within the first month** of approval during the Qualifying Period.

2.3 "Transaction" shall mean each posted retail spend made in a single receipt (whether in Singapore Dollars or foreign currency) and shall exclude any charges made in respect of cash advances, balance transfers, funds transfers, annual fees, interest charges, instalment loan, finance charges, late charges and fees and/or any amount brought forward from the last statement.

2.4 For the avoidance of doubt, Transaction made by a supplementary UOB JCB credit cardmembers in respect of the Draw shall accrue to and will be combined with the Transactions made by relevant Eligible Cardmembers and the supplementary UOB JCB credit cardmembers are not personally eligible for the Draw.

2.5 All Transactions made during the Qualifying Period must be posted and captured in UOB's system during the Qualifying Period in order to qualify for the Draw.

2.6 UOB is not responsible to ensure that the Transactions are posted promptly and shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by JCB Acquiring Merchants, merchant establishments, JCB, postal or telecommunication authorities or any other party(s) which may result in a Transaction charged by the Eligible Cardmember and/or his/her supplementary credit cardmember(s) being omitted from the allocation of chances by UOB during the Qualifying Period.

2.7 UOB maintains the right, at its absolute discretion, to effect any adjustments, forfeitures or disqualification of the chances allocated for the Draw. The records of transactions of UOB and the total number of chances allocated to an Eligible Cardmember by UOB shall be final and conclusive. No appeal or correspondence will be entertained.

## 3. Draw Dates

- 3.1 Unless UOB notifies otherwise, the Draw will be conducted on the following dates or such other dates (the "Draw Date") as UOB may determine at its sole and absolute discretion:-
- i. First Draw – 20 September 2012; and
  - ii. Second Draw – 17 January 2013

Each of the Draw will be conducted in the presence of the external auditors of UOB at Singapore Press Holdings Limited, 1000 Toa Payoh North, News Centre, Singapore 318994 or at such other venue as may be determined by UOB.

- 3.2 UOB reserves the right to draw reserve winners to substitute any winner subsequently found to be ineligible or disqualified. UOB's determination of the winners shall be final, conclusive and binding. No correspondence or claims will be entertained.
- 3.3 The results of the Draw will be published in the newspaper circulated in Singapore within 7 calendar days of the relevant Draw Date or by such other date as UOB may determine at their absolute discretion. The winner will be notified by ordinary post and contacted via telephone based on the last known contact information with UOB Card Centre's records no later than 30 September 2012 for the First Draw and 31 January 2013 for the Second Draw or by such other date as UOB may determine at its absolute discretion.
- 3.4 Each Eligible Cardmembers will only be eligible to win one (1) time for this Promotion. For the avoidance of doubt, if the Eligible Cardmember wins for the First Draw, he/she shall not be entitled to participate in the Second Draw.

#### **4. Prizes**

- 4.1 There shall be 30 winners for the First Draw and 40 winners for the Second Draw. Each winner will receive a pair of return economy class air tickets by All Nippon Airways (ANA) to Tokyo departing from Singapore (the "Prize").
- 4.2 All prices and values 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.
- 4.3 The Prize is neither transferable nor exchangeable for cash or otherwise, in full or in part. Any unused portion of the Prize cannot be retained or refunded in cash, credit, other gifts or otherwise in full or in part.
- 4.4 The Prize is subject to the terms and conditions accompanying them. Without limiting the generality of this provision, the Prize is subject to the following terms and conditions:-
- (a) Any deviation or extension of the air tickets is subject to availability of seats, seasonality and the difference in cost, if any which shall be borne by the winner. Top-ups to higher booking classes and/or travel to different destinations is/are not allowed;
  - (b) All airlines seats are subject to availability; and
  - (c) The Prize and any deviation or extension of the same is not inclusive of:-
    - (i) prevailing taxes, insurances, airport taxes and surcharges (fuel or otherwise) which shall be borne by the winner;

- (ii) travel visa and other travel related expenses (please note UOB and JCB will not be responsible for obtaining or for funding any visas or other entry permits that may be required), long distance phone calls, hotel accommodation, accident insurance coverage and any personal tax that may be levied on the winner or his/her guests with respect to their receipt of the air tickets or any part thereof. All such costs and expenses shall be borne by the winner.
- 4.5 The winner and his/her guest shall be responsible to ensure that they possess valid travelling documentation (e.g. a valid and non-expired passport, visa etc) to the relevant destination.
- 4.4. UOB shall not be responsible for any consequences including but not limited to loss of life, injury to person and/or damage to property arising from or in connection with the Draw and/or redemption or use of the Prize.
- 4.4 The Prize must be claimed in Singapore on or before 31 December 2012 for the First Draw and 31 March 2013 for the Second Draw. All unclaimed prizes will be forfeited. Any winner whose Prize has been forfeited shall not be entitled to any payment or compensation notwithstanding non-receipt of notification.
- 4.5 The winner needs to present proof of identification together with such other additional documents that UOB and JCB requires in order to collect the Prize. Details of the method to claim the Prize will also be set out in the notification letter.
- 4.6. UOB and JCB do not assume any liability or responsibility and will not be liable or responsible for any failure or delay in the winner's receipt of the notification letter or any notification letter which has expired or gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected in the post. Any notification letter that is expired, lost, misplaced, tampered with, defaced, stolen, misdirected or damaged is strictly non-replaceable.
- 4.7 If the Prize is unclaimed by the due date stated under Clause 4.4 above or not won, the said Prize will be forfeited (without any liability on the part of UOB or JCB to any of the winners whose Prize was forfeited) and the said Prize (to the equivalent value) shall be donated to such charitable organisation as shall be decided at the sole and absolute discretion of UOB.
- 4.8 If any person is subsequently discovered to be ineligible or not entitled to participate in the Draw or ineligible to receive the Prize, UOB reserves the right to forfeit/reclaim the Prize at UOB's discretion and confer the same on any other person as may be selected by UOB in any manner as UOB may deem fit at its absolute discretion and which said person shall then be the winner.
- 4.9 UOB may, at any time without notice and without furnishing any reason in its sole and absolute discretion, substitute the Prize (or any component thereof) with any other item of similar value. UOB's determination of the substituted prize shall be final, conclusive and binding. No correspondence or claims will be entertained.

## **5. Participation**

- 5.1 All participants of the Draw expressly and irrevocably permit and authorize UOB and JCB to disclose, reveal and divulge any information regarding their particulars (including, but not limited to, their name, identification/passport number and photographs) to the parties involved in organizing, advertising, publicity, promoting, sponsoring or conducting the Draw.
- 5.2 It is a condition precedent for participation in the Draw that the winner consents to the public disclosure of his/her name, identification/passport number and such other information that may indicate his/ her account with UOB and photographs for publicity

or commercial purposes or otherwise participate in the publicity activities of UOB in relation to the Draw and to the use of any data provided by such winner for any future marketing effort by the UOB group of companies, without any payment or compensation thereof.

- 5.3 The winner shall, if required by UOB, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Draw at his/her own costs.

**6. General**

- 6.1 The decisions of UOB and JCB on all matters relating to or in connection with the Draw are at their absolute discretion and shall be final, conclusive and binding on all individuals including, without limitation, any decision to change the Draw Date, to extend the Qualifying Period, cancel or suspend the Draw or to replace the Prize. UOB and JCB shall not be required to give any reasons on any matter relating to the Draw and no appeal, correspondence(s) and claim(s) will be entertained. UOB has the absolute right and unfettered discretion to determine whether the Eligible Cardmembers or the winner has met all the requirements of the Draw and/or to receive the Prize.

- 6.2 If UOB subsequently discovers that the Eligible Cardmember or the winner is in fact not eligible to participate in the Draw or to receive the Prize, UOB may at its sole discretion forfeit the winner's Prize or reclaim it / them (if already awarded) and award or dispose of it/them in such a manner and to such person/persons as UOB deems fit at its absolute discretion without payment or compensation whatsoever or without giving any reason to such winner whose Prize was forfeited or reclaimed.

- 6.3 UOB shall not be liable to any Eligible Cardmember or the winner or any other persons for any loss or damage arising in connection with the Draw, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, UOB assumes no responsibility for lost, late, misdirected, incomplete, ineligible and/or postage-due mail.

- 6.4 Participation in the Draw is subject to these terms and conditions stated herein. While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy. In the event of any inconsistency between:-

- (a) these terms and conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Draw, these terms and conditions shall prevail; and
- (b) the English version of these terms and conditions herein and the Chinese version of these terms and conditions herein, the English version of these terms and conditions herein shall prevail.

- 6.5 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to determine and/or amend, by addition to, subtraction from or variation of, these Terms and Conditions without prior notification or assigning any reason or assuming any liability to any party, including but not limited to, the eligibility terms and criteria, the duration of the Draw, any decision to change the Draw Date, to extend the Qualifying Period, to cancel or suspend the Draw, to replace the Prizes, the selection of the Winning Cardmembers, and the timing of any act to be done, and all participants to the Draw shall be bound by these amendments.

- 6.6 UOB assumes no liability or responsibility and will not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of the Prize or goods

or services offered in the Draw or the acts or defaults of the JCB, manufacturer, merchant, agent, supplier or service provider of the Prize or defects or deficiency in the Prize or goods or services offered in the Draw.

- 6.7 UOB is not an agent of JCB or the manufacturer, merchant, agent, supplier or service provider. Any dispute must be resolved directly with JCB, the manufacturer, merchant, agent, supplier or service provider. JCB, the manufacturer, merchant, agent, supplier or service provider may impose conditions for the redemption of the Prizes or the goods or services.
- 6.8 These Terms and Conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers who participate in the Draw shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 6.9 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) to enforce any terms of such agreement.
- 6.10 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.