

TERMS AND CONDITIONS GOVERNING THE “UOB WELCOMES SAMSUNG PAY PROMOTION”

1. Definitions

- 1.1 “**Bank**” or “**UOB**” shall refer to United Overseas Bank Limited.
- 1.2 “**Cardmembers**” means all cardholders of UOB Credit or Debit Card who have not used Android Pay or Mighty Pay since 1 January 2017, and whose UOB Credit or Debit Card account is valid, subsisting, in good standing and satisfactorily conducted in the opinion of UOB.
- 1.3 “**Prize**” means the S\$10 cash credit which will be deposited/credited into your last used UOB Card during the Promotional Period.
- 1.4 “**Promotion**” refers to this “UOB WELCOMES SAMSUNG PAY PROMOTION”.
- 1.5 “**Promotional Period**” means the period from 29 April 2017 to 31 May 2017 (both dates inclusive).
- 1.6 “**Qualifying Transaction**” shall refer to an approved and cleared transaction performed using Samsung Pay with a digitised UOB Credit or Debit Card during the Promotional Period at either (i) merchant’s contactless-enabled point-of-sales terminals; or (ii) an app that supports Samsung Pay in-app purchase.
- 1.7 “**Terms and Conditions**” means the terms and conditions of this Promotion, as may be amended from time to time at the Bank’s discretion.
- 1.8 “**UOB Card**” means a UOB personal banking credit or debit card issued by UOB in Singapore.

2. Promotion and Eligibility

- 2.1 The Promotion is open to all Cardmembers of UOB Card(s) that are enabled for digitisation in Samsung Pay available on supported devices offered by Samsung.
- 2.2 The first 5,000 Cardmembers who:
- (i) digitise his/her eligible UOB Card on supported devices offered by Samsung; and
 - (ii) performed at least three (3) Qualifying Transaction of minimum \$10 for each transaction during the Promotional Period,
- shall be eligible to receive the Prize (“**Eligible Cardmembers**”).

- 2.3 Without limiting the generality of any of the foregoing provisions:
- (i) Qualifying Transaction must be completed successfully during the Promotional Period (i.e. the transaction must be successfully received and recorded on UOB's systems by 31 May 2017, 11:59 pm);
 - (ii) Any Cardmember whose Qualifying Transaction is above the first 5,000 Qualifying Transactions received by UOB or received after the Promotional Period will not qualify for the Promotion and will be considered invalid and void;
 - (iii) UOB reserves the right to determine at its discretion the eligibility of any Qualifying Transaction for this Promotion. The decisions of UOB on all such matters relating to the eligibility are final, conclusive and binding; and
 - (iv) Each Eligible Cardmember is only entitled to win one (1) Prize regardless of the number of Qualifying Transactions performed during the Promotional Period or the number of digitized UOB Card he/she has.
- 2.4 The following persons shall not be eligible for the Promotion:
- (i) Cardmembers who are or become mentally unsound, facing legal incapacity or is not capable of handling their affairs, deceased, insolvent, bankrupt or have legal proceedings (or any threat) of any nature instituted against them; or
 - (ii) Cardmembers whose UOB accounts are not active, valid, subsisting or in good standing and is/are satisfactorily conducted at all times as determined by UOB in its discretion.
- 2.5 UOB reserves the right to determine at its discretion the eligibility of Cardmembers and/or persons for this Promotion. The decisions of UOB on all such matters relating to the eligibility of any such Cardmembers and/or persons are final, conclusive and binding, and UOB is not obliged to give any reason or prior notice.

3. Notification

- 3.1 Eligible Cardmembers who are entitled to the Prize(s) will receive an SMS notification at their registered mobile number with UOB, notifying the Eligible Cardmembers that he/she is entitled to win the Prize. Eligible Cardmembers will be notified on or before 31 July 2017.
- 3.2 The Prize will only be credited on or before 30 September 2017.
- 3.3 The Prize will be deposited/credited into the Eligible Cardmember's last used UOB Card during Promotional Period. For the avoidance of doubt, the Prize will be forfeited if Eligible Cardmember's credit and/or debit card account(s) is/are terminated or closed before the Prize is credited.

- 3.4 UOB reserves the right to replace and/or substitute the Prize with another prize at equivalent or close to the prevailing recommended value without giving prior notice or reason.
- 3.5 If UOB subsequently discovers that any Eligible Cardmember is not eligible to participate in the Promotion and/or to receive the Prize, UOB may at its discretion forfeit the Prize, or if already awarded, reclaim the Prize from the Eligible Cardmember (whether by deductions to the Eligible Cardmember's UOB accounts or otherwise) and/or award or dispose of the Prize(s) in such manner as UOB deems fit at its discretion.

4. Participation

- 4.1 By participating in the Promotion, the Cardmember expressly and irrevocably:-
- (i) authorizes and allows UOB and its related corporations (collectively, the "**Companies**"), and their agents, to share the Cardmember's personal data amongst themselves, to collect and use the data, and to disclose the data to the Companies' authorised service providers for the purposes of contacting the Cardmember via address, electronic transmission (e.g. email), SMS, telephone and other means of communication:
 - a. to inform the Cardmember about his/her entitlement in the Promotion; and,
 - b. to inform the Cardmember of products and services marketed by the Companies;
 - (ii) consents to the collection, use and disclosure of his/her name, identification/passport number and such other information and particulars, including photographs of the Participant, for result announcement, publicity or marketing purposes in connection with the Promotion; and
 - (iii) agrees to co-operate with and participate in such publicity activities at his/her own costs without any payment or compensation thereof.

5. General

- 5.1 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time, at its discretion and without giving prior notice, to amend, vary, add or delete these Terms and Conditions, including but not limited to the eligibility criteria, the Prize, the Promotional Period and terminating the Promotion, without assuming any liability to any person and all Cardmembers shall be bound by these amendments.
- 5.2 The decisions of UOB on all matters relating to the Promotion are final, conclusive and binding. UOB shall not be obliged to give any reason or enter into any correspondence with any person

on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.

- 5.3 In the event of any inconsistency or discrepancies between these Terms and Conditions and any advertising, publicity, brochure, marketing, promotional, publicity and other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 5.4 Participation in the Promotion is subject to these Terms and Conditions. Cardmembers will also be subject to the prevailing UOB Terms and Conditions for Samsung Pay and UOB Cardmember Agreement (collectively, the “**Standard Terms**”). In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail in respect of matters relating to this Promotion to the extent of such inconsistency.
- 5.5 While all the information provided herein is believed to be reliable at the time and date of printing, the Bank makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 5.6 UOB shall not be responsible or liable for any loss, injury to or expenses, claim or damages of any participant or any other person howsoever arising.
- 5.7 UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions due directly or indirectly to the failure of the service providers or such other third party which maybe engaged for the Promotion, any failure, breakdown or malfunctions in any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of UOB.
- 5.8 UOB shall not be responsible or liable:- (i) for any notice, letters, communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; (ii) for any failure or delay in the transmission of card transactions by MasterCard Worldwide, acquiring merchants for the foregoing, merchant establishments, postal or telecommunication authorities or any other parties which may result in transaction made by the Cardmember being omitted during the Promotional Period.
- 5.9 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 or enjoy the benefit of any term herein.
- 5.10 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and all Cardmembers who participate in the Promotion 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