

## **TERMS AND CONDITIONS GOVERNING THE**

## **UOB SIMPLYGO UP TO 12 FREE RIDES PROMOTION**

- 1. This UOB SIMPLYGO UP TO 12 FREE RIDES PROMOTION (the "**Promotion**") is open to individuals who meet all the following conditions ("**Cardmembers**" or each "**Cardmember**"):
  - (i) are holders of a UOB Visa or Mastercard credit / debit card with contactless function, either via the physical card or via Apple Pay, Fitbit Pay, Google Pay and Samsung Pay, issued by United Overseas Bank Limited ("**UOB**") in Singapore ("**Eligible Card**");
  - successfully registers within the Promotion Period, to participate in the Promotion via SMS, by keying in "12RIDES<space>8-digit mobile number as per the Bank's records" and sending it to 77862 (the "SMS Registration");
  - (iii) whose Eligible Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion; and
  - (iv) have **not** made any Eligible Transaction before the Promotion Period.

For the avoidance of doubt, UOB Purchasing cards, Business credit cards, Multicurrency Corporate cards, Private Label cards and cards issued under UOB Travel accounts are not Eligible Cards for this Promotion.

- 2. This Promotion is valid from (i) 6 June 2019 to 30 June 2019; (ii) 1 July 2019 to 31 July 2019 and (iii) 1 August 2019 to 31 August 2019 (each a "Qualifying Period", collectively "Promotion Period").
- 3. Cardmembers who make at least \$\$40.00 worth of Eligible Transaction during any one of the Qualifying Periods and such Eligible Transaction is posted to the same Cardmember's Eligible Card account during the Promotion Period ("Qualified Cardmembers" or each "Qualified Cardmember") shall be eligible to receive a 25% cash rebate on his/her total Eligible Transactions incurred during each Qualifying Period ("Award").
  - "Eligible Transaction": (i) means any SimplyGo contactless transactions for payment of local public train and bus rides in Singapore which is successfully charged to the Eligible Card or via Apple Pay, Fitbit Pay, Google Pay and/or Samsung Pay, captured and posted in UOB's systems; (ii) does not include cash advances, balance transfers, funds transfers, annual fees, interest charges, late charges and fees, any amount brought forward from the last statement and any voided/cancelled/disputed/reversed transactions for any reason; and (iii) includes or excludes any other transactions as UOB may in its absolute discretion decide,
- 4. The Award earned will be credited in the Qualified Cardmember's Eligible Card account by 30 November 2019.
- 5. The Award is limited to the first 10,000 Qualified UOB Visa Cardmembers or the first 2,000 Qualified UOB Mastercard Cardmembers to make the SMS Registration and meet the minimum spend requirement.
- 6. Qualified Cardmembers who are eligible for the Award will receive the following, regardless of the number or amount of Eligible Transactions made:
  - (i) Award capped at S\$15.00 (equivalent to 10 free rides), if customer made the Eligible Transaction via physical card only; and
  - (ii) Award capped at \$\$18.00 (equivalent to 12 free rides), if customer made a minimum of one (1) Eligible Transaction via mobile payment (Apple Pay, Fitbit Pay, Google Pay and/or Samsung Pay).



Each Qualified Cardmember may only receive one Award during the entire Promotion Period. [For the avoidance of doubt, a Qualified Cardmember can only qualify with one Eligible Card.]

- 7. Without limiting to the generality of this provision, the following persons are not eligible for the Promotion:
  - (i) Cardmembers whose Eligible Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 6 June 2019 to 30 November 2019 (both dates inclusive);
  - (ii) Persons who are or become mentally incapacitated, deceased, insolvent or have legal proceedings of any nature instituted against them;
  - (iii) Any other persons as UOB may decide to exclude at its discretion without notice and without furnishing any reason; and
  - (iv) Any customers who have changed the mobile number registered with the bank from 6 June 2019 to 30 November 2019 (both dates inclusive).
- 8. In the event that:-
  - (a) any Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion or to receive the Award or Bonus;
  - (b) any other situation that UOB deems fit at its discretion has occurred.

then UOB is entitled at its sole and absolute discretion, and at any time without liability or prior notice or having to give any reason:-

- (i) to amend, correct or adjust the value of the Award and/or Bonus;
- (ii) to suspend, revoke or forfeit the Award and/or Bonus; and
- (iii) to select substitute Cardmembers to substitute the initial Cardmember who was found to be ineligible or disqualified or not entitled to participate in the Promotion.

If UOB determines that the Award and/or Bonus should be suspended, revoked, forfeited; or that the value of the Award and/or Bonus should be amended, corrected or adjusted, UOB reserves the right to reclaim and charge the full retail value of the Award and/or Bonus from the Cardmember. No person shall be entitled to, and UOB shall not be liable for, any payment or compensation (whether in cash, credit or kind) whatsoever arising from the above and no person shall be entitled to such payment.

- 9. UOB has the right, at any time and from time to time in its discretion and without prior notice, vary the value of the Award and/or Bonus; or substitute or replace the Award and/or Bonus with another item of similar value, without giving any reason or assuming any liability or payment of compensation to any person. UOB's determination of such variation, substitution or replacement shall be final, conclusive and binding.
- 10. Participation in the Promotion is subject to these Terms and Conditions and the Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. The Cardmembers shall indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB in connection with any breach of these Terms and Conditions.
- 11. The prevailing terms and conditions under the UOB Cardmember Agreement ("**Standard Terms**") will continue to apply and be binding on the Cardmembers. Please visit uob.com.sg for the Standard Terms. In the event of any inconsistency between the Terms and Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency.
- 12. In the event of any inconsistency or discrepancies between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions will prevail.
- 13. UOB shall not be liable if it is unable to perform its obligations under these terms and conditions, due directly or indirectly, to the telecommunication authorities, to any machine or communication



system to any merchant, or service provider or such other third party which maybe engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB.

- 14. UOB shall not be responsible for:-
  - (i) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions by acquiring merchants, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge made by the Cardmember being omitted (whether from being posted to the Cardmember's account and/or captured in UOB's system or otherwise) during the Promotion Period:
  - (ii) any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Eligible Cards or being captured in UOB's system; or
  - (iii) any breakdown or malfunction in any computer system or equipment.
- 15. UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising. However, UOB will be liable for the Cardmember's direct loss to the extent such loss is caused directly by UOB's fraud, negligence or wilful misconduct.
- 16. This Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
- 17. UOB's decision on all matters relating to this Promotion shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or enter into any correspondence with the Cardmember or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.
- 18. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not limited to varying the Promotion Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Cardmember, and all Cardmembers shall be bound by these amendments.
- 19. 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.
- 20. 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 or enjoy the benefit of any term of such agreement.
- 21. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.