

UOB'S YOLO Supplementary Card \$20 Grab Promo Codes Promotion Terms and Conditions ("Terms and Conditions")

1. Definitions

1.1. In these Terms and Conditions:

"Eligible Transaction" refers to retail transactions made, locally or overseas which are successfully carried out on and charged to the Supplementary Holder's UOB Card during the Promotion Period and which are successfully captured/posted on UOB's systems during the Promotion Period BUT shall exclude the Excluded Transactions.

"Excluded Transactions" shall mean (i) cash advances, late payment, personal loan, balance and/or funds transfer, SmartPay, payments at government agencies, utilities bill payments, fees, chargebacks, interests, reversals, interest charges and any finance charges made by the Supplementary Holder using the UOB Card; (ii) balances owing on the UOB Card accounts accruing from months that do not fall within the Promotion Period; (iii) transactions relating to top-ups of any pre-paid card and brokerage/securities; (iv) any transaction that was subsequently cancelled, voided or reversed for any reason; and/or (v) such other categories of transactions which UOB may exclude from time to time without notice or giving reasons. UOB reserves the right, at any time at its discretion, to amend or vary this list without any reasons, prior notification and/or assuming any liability to any party and shall not be liable to pay any compensation or enter into any correspondence in connection with the same.

"Supplementary Holder" refers to a supplementary holder of a UOB Card.

"UOB Card" means a United Overseas Bank Limited ("**UOB**") YOLO credit card which is issued in Singapore and which card account is active, valid, subsisting, is in good standing and satisfactorily conducted as may be determined by UOB at its discretion.

2. Eligibility and Promotional Period

2.1. This YOLO Supplementary Card S\$20 Grab Promo Codes Promotion ("**Promotion**") is only valid during the period from 10 April 2018 to 30 June 2018 (both dates inclusive) ("**Promotion Period**") and is only open to principal holders of a UOB YOLO Card ("**Principal Holders**") who have:

- (i) within the Promotion Period submitted an application to have a supplementary holder of their UOB YOLO Card ("**Application**"), where the supplementary holder under the Application must not be an existing principal holder or supplementary holder of any UOB Card; and
- (ii) their Application approved by UOB within the Promotion Period, and the UOB YOLO Card issued to their supplementary holder pursuant to such approval ("**Supplementary Holder**").

2.2. With respect to the Application referred to in paragraph 2.1 (i) above:

- (i) UOB must have received the duly completed Application during the Promotion Period;
- (ii) Only duly completed Applications approved by UOB will be considered for the Promotion; and
- (iii) Any incomplete or inaccurate Applications will not be considered for the Promotion and consequently be disqualified.

2.3. Without limiting the generality of the above, the following Principal Holders shall not be eligible for the Promotion:-

- (i) Principal Holders whose UOB Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period;

- (ii) Supplementary Holders whose UOB Card account(s) is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period
- (iii) Principal Holders whose UOB Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined by UOB as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its discretion;
- (iv) Principal Holders who are mentally unsound, facing legal incapacity or is incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
- (v) Anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.

2.4. Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine:-

- (i) the eligibility and/or ineligibility of any Principal Holders for the Promotion and whether he/she is entitled to the S\$20 Grab Promo Codes;
- (ii) the Promotion Period; and/or
- (iii) whether a UOB YOLO Card and/or Principal Holders qualifies for this Promotion, and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons thereof and shall not be obliged to make any payment or compensation whatsoever to any Principal Holders rendered ineligible for participation in the Promotion.

3. S\$20 Grab Promo Codes

- 3.1. The **first 300** Principal Holders to have their Supplementary Holder charge at least S\$300 in Eligible Transactions to their UOB YOLO Card (within one month from the date that the UOB YOLO Card is issued to the Supplementary Holder) shall be deemed "**Qualifying Holders**" and "**Qualifying Holder**" refers to each or any of them.
- 3.2. For the avoidance of doubt, the retail transactions performed by the Principal Holder will not, for the purposes of this Promotion, form part of the Eligible Transactions, nor accrue to the Supplementary Holder.
- 3.3. Each Qualifying Holder will receive S\$20 Grab Promo Codes ("**Grab Promo Codes**").
- 3.4. The Grab Promo Codes are limited to the first 300 Principal Holders to meet the condition in clause 3.1.
- 3.5. Each Qualifying Holder can only receive a maximum of one (1) S\$20 Grab Promo Codes in this Promotion, regardless of how many Applications and/or Supplementary Holders he/she has.
- 3.6. The S\$20 Grab Promo Codes are to be utilised across 4 Grab rides at a maximum of S\$5 per ride.
- 3.7. The Bank will send each Qualifying Holder the Grab Promo Codes via SMS by 31 August 2018.
- 3.8. The Grab Promo Codes are valid from 6 months from the date of the SMS received.
- 3.9. Payment for the rides has to be made with a UOB YOLO Card via GrabPay only.

- 3.10. The Grab Promo Codes are valid on and limited to JustGrab, GrabShare, Standard Taxi, GrabCar, GrabCar Premium, GrabFamily, 6-seater (Economy & Premium).
- 3.11. The promotional code cannot be used in conjunction with other offers and promo codes.
- 3.12. The Grab Promo Codes 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 Grab Promo Codes with another item of similar value without giving any reason or prior notice or assuming any liability to any person.
- 3.13. Notwithstanding anything to the contrary, UOB reserves the right to select a substitute Qualifying Holder to substitute an initial Qualifying Holder that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 3.14. UOB is not responsible for any failure or delay in the transmission of transactions by any party including but not limited to acquiring merchants, merchant establishments.
- 3.15. In the event that any Qualifying Holder is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Grab Promo Codes, UOB reserves the right to forfeit/reclaim the Grab Promo Codes 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 Grab Promo Codes. Where the Grab Promo Codes have been awarded to or utilized by the Qualifying Holder who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Qualifying Holder a reimbursement for the value of the Grab Promo Codes.
- 3.16. UOB has the right, at any time and from time to time in its discretion and without giving prior notice, vary the value of the Grab Promo Codes; or substitute or replace the Grab Promo Codes 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.
- 3.17. Any Qualifying Holder whose Grab Promo Codes has been forfeited, reclaimed, revoked or suspended shall not be entitled to any payment or compensation notwithstanding non-receipt of the Grab Promo Codes.

4. General

4.1 UOB shall not be responsible or liable:-

- (a) for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under these Terms and Conditions, 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 for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
- (b) for any failure or delay in the transmission or receipt of evidence of bill / sale transactions by merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Supplementary Holder being omitted from being posted to the UOB YOLO Card account and/or captured in UOB's system during the Promotion Period;
- (c) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;

- (d) for any breakdown or malfunction in any computer system or equipment; or
 - (e) for any costs, losses, damages, claims, expenses and/or injuries of any Holder or any other person howsoever incurred or suffered.
- 4.2 Notwithstanding anything in these Terms and Conditions, UOB may, at any time and from time to time, vary, modify, add and/or delete any of these Terms and Conditions, including but not limited to, terminating or withdrawing the Promotion or amending the duration of the Promotion, or the Promotion Period, 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 Holder shall be bound by these variations, modifications, additions and/or deletions. UOB's determination of all matters in connection with the Promotion, Grab Promo Codes shall be final, binding and conclusive.
- 4.3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. UOB's decisions 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 (including the Holder). 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 the Promotion, of its decision and no appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of the Promotion and/or to receive the Grab Promo Codes.
- 4.4 All information is correct at the time of publishing 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 the Promotion, these Terms and Conditions shall prevail.
- 4.5 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html) will continue to be binding on all Cardmembers. Please visit www.uob.com.sg for the Standard Terms. Cardmembers will be subjected accordingly to the prevailing Standard Terms. Participation in the Promotion is subject to these Terms and Conditions herein. Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail insofar as it relates to the Promotion.
- 4.6 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 of these Terms and Conditions.
- 4.7 These Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 4.8 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.