

UOB PRVI Miles Supplementary Card 1,000 Welcome Miles Acquisition Promotion Terms and Conditions ("Terms and Conditions")

## 1. <u>Definitions</u>

1.1. In these Terms and Conditions:

"Eligible Transactions" refers to retail transactions made, locally or overseas which 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.

"UOB" means United Overseas Bank Limited

## 2. <u>Eligibility and Promotional Period</u>

- 2.1. This UOB PRVI Miles Supplementary Card 1,000 Welcome Miles Acquisition Promotion ("**Promotion**") is only valid during the period from 1 June 2018 to 31 July 2018 (both dates inclusive) ("**Promotion Period**") and is only open to the persons who meet all the following conditions ("**Principal Holders**"):
  - (i) are principal holders of a UOB PRVI Miles Card issued in Singapore, which Card account is active, valid, subsisting, is in good standing and satisfactorily conducted as may be determined by UOB at its discretion ("**Card**");
  - (ii) have, within the Promotion Period submitted an application to have a supplementary UOB PRVI Miles Card ("Application"), where the supplementary holder under the Application must not be a an existing principal holder or supplementary holder of any credit card which is issued by UOB;
  - (iii) who have their Application approved by UOB within the Promotion Period, and pursuant to such approval, have the supplementary UOB PRVI Miles Card ("Supplementary Card") issued to their supplementary holder ("Supplementary Holder"); and
  - (iv) prior to the date the application by the Principal Holder was approved by UOB, he/she has not, in the six (6) months prior to commencement of the Promotion Period, cancelled any PRVI Miles American Express® or PRVI Miles World Mastercard or PRVI Miles Visa Card issued by UOB.
- 2.2. With respect to the Application referred to in paragraph 2.1 (iii) 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;



- (iii) UOB will not be responsible if an Application is not approved within the Promotion Period thereby resulting in disqualification from this Promotion.
- (iv) 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 Card account is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period;
  - (ii) Supplementary Holders whose Supplementary Card account is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period
  - (iii) Principal Holders whose Card account is 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 Award;
  - (ii) the Promotion Period; and/or
  - (iii) whether an UOB PRIVI Miles 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. <u>Award</u>

- 3.1. The <u>first 200</u> Principal Holders whose their Supplementary Holder charges at least S\$300 in Eligible Transactions to their Supplementary Card (within 30 days from the date that the Supplementary 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, qualify as Eligible Transactions, nor accrue to the Supplementary Holder. Further the qualifying amount of S\$300 in Eligible Transactions must be incurred by a single Supplementary Holder.



- 3.3. Each Qualifying Holder will receive 1,000 Miles ("Award") (UNI\$500).
- 3.4. The Award is limited to the first 200 Principal Holders to meet the condition in clause 3.1
- 3.5. Each Qualifying Holder can only receive a maximum of 1,000 Miles in this Promotion, regardless of how many Applications and/or Supplementary Holders he/she has.
- 3.6. The Award will be credited to the Qualifying Holder's Card account by 30 September 2018.
- 3.7. The Award is 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 Award with another item of similar value without giving any reason or prior notice or assuming any liability to any person.
- 3.8. 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.
- 3.9. 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.
- 3.10. 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 Award, UOB reserves the right to forfeit/reclaim the Award 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 Award. Where the Award has 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 Award.
- 3.11. 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 Award; or substitute or replace the Award 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.
- 3.12. Any Qualifying Holder whose Award has been forfeited, reclaimed, revoked or suspended shall not be entitled to any payment or compensation notwithstanding non-receipt of the Award.

## 4. <u>General</u>

- 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 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;
- (e) for the acts of the SMS vendor, independent telecommunication authorities or service provider or such other third parties which are independent and beyond the control of UOB. UOB shall not be responsible in any manner whatsoever for the delay in the transmission or receipt of any SMS or EDM; or
- (f) 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, Award 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 Principal Holder and Supplementary 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 Award.
- 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 participants of this Promotion. Please visit www.uob.com.sg for the Standard Terms. Participants of this Promotion will be subjected accordingly to the prevailing Standard Terms. Participation in the Promotion is subject to these Terms and Conditions herein. 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 participants 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.

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