

Terms and Conditions Governing UOB "Taobao S\$5 cashback" 2017 Promotion ("Terms and Conditions")

1. This "Taobao S\$5 cashback" 2017 Promotion (the "**Promotion**") is only valid between 18 June 2017 00:00 SGT and 12 July 2017 23:59 SGT ("**Promotion Period**").
2. This Promotion is only applicable to holders of United Overseas Bank Limited ("**UOB**") consumer/personal credit and/or debit cards issued by UOB in Singapore ("**Eligible Card**"), and 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 ("**Cardmembers**"). For the avoidance of doubt, "Eligible Card" excludes all UOB Corporate Card, UOB Empire World Business Card, UOB Gold Business Card, UOB Platinum Business Card and UOB Business Debit Card.
3. Cardmembers must fulfill the following conditions to be eligible ("**Eligible Cardmembers**") for a one-time lump sum S\$5 cash rebate ("**Cash Rebate**"):
 - (i) be one of the first 5000 Cardmembers during the Promotion Period to conduct Eligible Transactions (as defined below) on their Eligible Card account amounting to **a minimum of RMB250 per Eligible Transaction**
4. For the purposes of this Promotion, "**Eligible Transactions**" means online transactions : (i) with the following merchant/business description name(s): **Taobao, Alipay, Zhi Fu Bao Zhongguo WA** and/or **ali*www.taobao.com**; (ii) which are made via **world.taobao.com** and/or **www.tmall.com** (the "**Platforms**"); and (iii) which are successfully charged and posted to the Eligible Card account and captured/posted on UOB's systems during the Promotion Period; and (iv) excludes (a) any transaction that was subsequently cancelled, voided or reversed for any reason; and/or (b) any merchant/business description names which UOB may exclude from time to time without notice or giving reasons.
5. The benefit of any spending / transactions incurred on the supplementary Eligible Card in respect of this Promotion shall not accrue to the principal Eligible Card.
6. Each Eligible Cardmember is eligible to receive the Cash Rebate once, regardless of the number of Eligible Cards he/she has and the number of Eligible Transactions made via the Platforms, during the Promotion Period.
7. The Cash Rebate will be credited to the Eligible Cardmember's qualifying Eligible Card account within three (3) months after the end of the Promotion Period or by such other mode / form of communication or on such other date (within a reasonable time period from the end of the Promotion Period) as UOB may decide on from time to time.
8. Where the Eligible Cardmember's Eligible Card is a credit card with outstanding debit balance, the Cash Rebate will be utilized at the next card statement of that Eligible Card to offset any outstanding debit balance by a corresponding amount of the Cash Rebate.

9. UOB assumes no liability or responsibility and shall not be liable or responsible for any failure or delay in the Eligible Cardmember's receipt of the Cash Rebate.
10. The Cash Rebate awarded shall be forfeited if the Eligible Cardmember's Eligible Card account is closed, terminated, cancelled or suspended prior to the credit of the Cash Rebate in the said account and the Eligible Cardmember shall not be entitled to any compensation or payment whatsoever.
11. If any Eligible Cardmember is subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB reserves the right to forfeit/reclaim the Cash Rebate 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 in kind shall be made by UOB for the forfeited/reclaimed Cash Rebate. Where the Cash Rebate was awarded to / redeemed by an Eligible Cardmember who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Eligible Cardmember a reimbursement for the value of the Cash Rebate.
12. The Cash Rebate is not transferable, withdrawal-able or exchangeable in full or in part for cash, credit, in kind or other goods and services. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, to replace or substitute the Cash Rebate with any other gift of equal or similar value selected by UOB.
13. UOB assumes no liability or responsibility for the acts or defaults of the Platforms and any third party vendors on the Platform and/or service providers or defects in the goods or services offered in this Promotion. UOB is not an agent of the Platforms and any third party vendors on the Platform and/or service providers. Any dispute about the quality or service standard must be resolved directly with the Platforms and any third party vendors on the Platform and/or service providers. The Platforms and any third party vendors on the Platform and/or service providers may impose conditions for the redemption of the goods or services. UOB will not be responsible for any injury, loss or damage suffered as a result of the redemption or usage of the goods and services.
14. UOB shall not be responsible or liable:-
 - (a) for any losses, damages or otherwise suffered by any person if UOB 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 any merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Cardmember being omitted from being posted to the Cardmember's Eligible 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 Cardmember or any other person howsoever incurred or suffered.
 - (f) for the acts of any 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 the transactions.

15. The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html) ("Standard Terms") 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.
16. 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 shall prevail.
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 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 herein.
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.
