

**TERMS & CONDITIONS FOR UOB CHRISTMAS CAMPAIGN 2017****1. PROMOTION AND ELIGIBILITY**

- 1.1 The *UOB Christmas Campaign 2017* (“**Promotion**”) is open to all holders of an Eligible Card(s) (“**Cardmembers**”) during the period commencing from 9 November 2017 to 31 December 2017 (both dates inclusive) (“**Qualifying Period**”).

The term “**Eligible Card(s)**” refers to any Visa, MasterCard, American Express, UnionPay and JCB credit card or debit card issued by United Overseas Bank Limited (“**UOB**”) in Singapore, but does not include any UOB Travel Account cards, UOB Corporate (on corporate liability) cards, UOB Purchasing cards, UOB Business cards, UOB multicurrency Corporate and Private Label cards.

- 1.2 (i) Without limiting the generality of Paragraph 1.1 above, the following shall not be eligible for the Promotion:
- (a) Cardmembers whose Eligible Card(s) account(s) is/are voluntarily or involuntarily suspended, cancelled or terminated during the Qualifying Period and for the avoidance of doubt, termination of a supplementary Cardmember’s account(s) will not by itself disqualify the principal Cardmember from the Promotion;
  - (b) Cardmembers whose Eligible Card(s) account(s) which 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 sole and absolute discretion; or
  - (c) Cardmembers who are mentally unsound, facing legal incapacity, deceased, bankrupt or have any legal proceedings of any nature instituted against them; or
  - (d) Cardmembers who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time.
- (ii) Notwithstanding anything herein to the contrary, UOB has the sole and absolute discretion at any time and from time to time to determine the eligibility of any Cardmember to participate in the Promotion and shall not be obliged to give any reason therefor.

## 2. GIFT AND ELIGIBILITY FOR GIFT

### ***Fitbit Charge 2 wearable with limited edition strap worth S\$368 (“Fitbit Charge 2”)***

- 2.1 (i) The first one thousand five hundred (1,500) Cardmembers to successfully charge Local Eligible Transaction(s) and/or Overseas Eligible Transaction(s) during the Qualifying Period to his/her Eligible Card(s) in an aggregate amount of at least S\$3,800 within 8 Charge Slips (“**Fitbit Charge 2 minimum spend**”), shall be deemed “**Fitbit Charge 2 Eligible Cardmembers**” who will be eligible to receive a Fitbit Charge 2.
- (ii) The Fitbit Charge 2 minimum spend must be evidenced by **original** Charge Slips. For avoidance of doubt, duplicates, written, photocopies, softcopies or voided Charge Slips are strictly not accepted.
- (iii) Each Fitbit Charge 2 Eligible Cardmember is limited to one (1) Fitbit Charge 2, regardless of the number of times that he/she may have incurred the Fitbit Charge 2 minimum spend. Fitbit Charge 2 Eligible Cardmembers are not eligible for the Fitbit Ionic.

### ***Fitbit Ionic wearable with limited edition strap worth S\$618 (“Fitbit Ionic”)***

- 2.2 (i) The first one thousand five hundred (1,500) Cardmembers to successfully charge Local Eligible Transaction(s) and/or Overseas Eligible Transaction(s) during the Qualifying Period to his/her Eligible Card(s) in an aggregate amount of at least S\$7,800 within 12 Charge Slips (“**Fitbit Ionic minimum spend**”), shall be deemed “**Fitbit Ionic Eligible Cardmembers**” who will be eligible to receive a Fitbit Ionic.
- (ii) The Fitbit Ionic minimum spend must be evidenced by **original** Charge Slips. For avoidance of doubt, duplicates, written, photocopies, softcopies or voided Charge Slips are strictly not accepted.
- (iii) Each Fitbit Ionic Eligible Cardmember is limited to one (1) Fitbit Ionic, regardless of the number of times that he/she may have incurred the Fitbit Ionic minimum spend. Fitbit Ionic Eligible Cardmembers are not eligible for the Fitbit Charge 2.

### ***Gift Conditions***

- 2.3 For the purposes of calculating the respective Minimum Spend under this Promotion, all Overseas Eligible Transaction(s) made in Foreign Currencies (as defined below) will be converted into Singapore Dollars based on the stated exchange rate as reflected on **uob.com.sg** as at **8 November 2017**. UOB is not liable for any fluctuations in exchange rate before or after 8 November 2017. If the foreign currency is not stated on uob.com.sg, UOB has the sole and absolute discretion at any time to determine the exchange rate based on valid sources.
- 2.4 The Cardmember need not incur the Minimum Spend on the same Eligible Card(s).
- 2.5 For the avoidance of doubt:-
- (a) each principal Cardmember’s spend on Local Eligible Transaction(s) and/or Overseas Eligible Transaction(s) will go towards meeting the Minimum Spend of that principal Cardmember only;
  - (b) each supplementary Cardmember’s spend on Local Eligible Transaction(s) and/or Overseas Eligible Transaction(s) will go

towards meeting the Minimum Spend of that supplementary Cardmember only; and

- (b) the Minimum Spend of a principal Cardmember cannot be fulfilled by Local Eligible Transaction(s) and/or Overseas Eligible Transaction(s) performed by a supplementary Cardmember and vice versa.

2.6 For the purposes of the Promotion, the following terms have the following meanings:-

- (i) **“Charge Slip”** means the original and physical payment receipt or record issued by a merchant evidencing that a Cardmember has effected a valid payment transaction with the merchant (whether for the purchase of goods or services) through that Cardmember’s Eligible Card(s) and which such receipt or record reflects the last 4 digits of such Eligible Card(s).
- (ii) **“Eligible Cardmembers”** refer to each or any of the Fitbit Ionic Eligible Cardmembers or Fitbit Charge 2 Eligible Cardmembers.
- (ii) **“Gift”** refers to each or any of the Fitbit Ionic or Fitbit Charge 2.
- (iii) **“Local Eligible Transaction(s)”** means a point of sale transaction(s) for the purchase of goods and/or services in Singapore which is successfully charged to a Cardmember’s Eligible Card(s) during the Qualifying Period and which is successfully captured/posted on UOB’s systems during the Qualifying Period, **but EXCLUDES** any transactions **without Charge Slips**, NETS transactions (for Debit Cards), any transactions made **online**, **Instalment Payment Plan**, payments made to government agencies (including all ministries, statutory boards, organs of state and public services such as **hospitals, polyclinics, schools**, listed at <http://app.sgdi.gov.sg>), **insurance companies, educational institutes**, PayPal, AXS, charities, rental, court fees, fines, bail, bond, tax, fund transfers, payment of funds to prepaid accounts (including without limitation, EZLINK, EZ Link, EZ-Link, FlashPay ATU, TRANSIT LINK), recurring bill payments, utilities bill payments, transactions for balance and/or funds transfer, UOB SmartPay, UOB LuxePay, UOB Pay Anything or Payment Facility, UOB Personal Loans, cash advances, cash advance fees, bank annual fees, late fees, reversals, interest, any finance charges and/or any transaction that was subsequently cancelled, voided or reversed for any reason.
- (iv) **“Minimum Spend”** refers to each or any of the Fitbit Charge 2 minimum spend or the Fitbit Ionic minimum spend.
- (v) **“Overseas Eligible Transaction(s)”** means a point of sale transaction(s) for the purchase of goods and/or services outside of Singapore which is successfully charged to the Cardmember’s Eligible Card(s) in a currency other than Singapore Dollars (**“Foreign Currency”**) during the Qualifying Period and which is successfully captured/posted on UOB’s systems during the Qualifying Period, **but EXCLUDES** any transactions **without Charge Slips**, any transactions made **online**, **Instalment Payment Plan**, payments made to **insurance companies, educational institutes**, PayPal, AXS, charities, rental, court fees, fines, bail, bond, tax, fund transfers, payment of funds to prepaid accounts, recurring bill payments, utilities bill payments, cash advances, cash advance fees, bank annual fees, late fees, reversals, interest, any finance charges and/or any transaction that was subsequently cancelled, voided or reversed for any reason.

### 3. **GIFT REDEMPTION**

3.1 The redemption of the Gift will be available from 9 November 2017 to 9 January 2018, on a “***first-come, first-served***” basis and on a “***strictly while stocks last***” basis (“**Redemption Period**”).

3.2 Strictly **NO reservation or exchange** of the Gift is allowed upon redemption.

3.3 UOB shall not be responsible at any time to notify or update any Cardmember on the availability or stock balance of the Gift. All requests or enquiries on the availability or stock balance for the Gift via the UOB Call Centre, UOB Branches, any staff of UOB, the UOB Relationship Managers or redemption centre will be declined and will NOT be allowed or entertained.

UOB Cards Facebook page and [uob.com.sg/xmas](http://uob.com.sg/xmas) will be updated to provide notice when all the Gifts are redeemed.

3.4 Each Eligible Cardmember will need to bring along **all** of the following documents for redemption of the Gift:-

- (i) **the original or a copy of his/her NRIC or Passport;**
- (ii) **all the Charge Slips evidencing the respective Minimum Spend. A photocopy, softcopy, written copies, voided copies or duplicates of such Charge Slips are strictly not accepted and will not be entertained; AND**
- (iii) **all of the original Eligible Card(s) described in the Charge Slips referred to in Paragraph 3.4(ii) above - photocopy and softcopy of such Eligible Cards are strictly not accepted and will not be entertained.**

UOB reserves the right to decline any redemption request for the Gift if any one of the items described above is not produced at the time of redemption.

3.5 The Gift may be redeemed from the following redemption centre during the opening hours:-

<b>Mojito Redemption</b> Plaza Singapura Extension #04-60/61, 68 Orchard Road Singapore 238839 Opening hours: 11.30am to 8.30pm (Closed on Public Holidays)
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3.6 If the Eligible Cardmember is unable to come in person to redeem the Gift, the Eligible Customer may, by completing the **Letter of Authorisation** that can be found at [uob.com.sg/xmasloa](http://uob.com.sg/xmasloa), appoint an authorized representative to redeem the Gift for and on behalf of the Eligible Cardmember. Such authorised representative **must** present **all** of the following documents for redemption of the Gift:-

- (i) **the completed original printed Letter of Authorisation - photocopy or softcopy of the Letter of Authorisation are not accepted and will not be entertained;**
- (ii) **the original NRIC/Passport of such authorised representative;**

- (iii) **the original Charge Slips referred to in Paragraph 3.4(ii) above;**
- (iv) **a photocopy of the Eligible Cardmember's Eligible Card(s) referred to in Paragraph 3.4(iii) above; AND**
- (v) **a photocopy of the Eligible Cardmember's NRIC or Passport.**

UOB reserves the right to decline any redemption request for the Gift by such authorised representative if any one of the items described above is not produced at the time of redemption.

- 3.7 (i) The Gift is not replaceable, exchangeable or refundable for cash, credits or otherwise in full or in part. It is not valid in conjunction with other promotions, discounts, vouchers or privileges.
- (ii) The Eligible Cardmember (or, where applicable, his/her authorised representative) must check the Gift before the Eligible Cardmember (or, where applicable, his/her authorised representative) leaves the redemption centre as no replacement will be made for the Gift for any reason whatsoever (including, without limitation, for any damaged or lost Gift) that has already been redeemed.
- 3.8 UOB assumes no liability or responsibility for (i) any defects, quality, merchantability, the fitness or any other aspect of the Gift; (ii) the acts or defaults of the manufacturer, merchants and/or supplier of the Gift or the goods and services provided in this Promotion; or (iii) for any injury, loss, claim or damage or consequences whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of the award, redemption and/or use of the Gift or in connection with the Promotion (including, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection with the Promotion and/or the Gift).
- 3.9 UOB is not an agent of the manufacturer, merchant and/or suppliers of the Gift or the goods and services provided in this Promotion. Any dispute about the quality or service standard must be resolved directly with the manufacturer, merchant and/or suppliers. The manufacturer, merchant and/or suppliers of the Gift may impose conditions for use or redemption of the Gift offered in the Promotion.
- 3.10 UOB reserves the right, at its discretion, to replace and/or substitute the Gift with another prize at an equivalent or close to the prevailing recommended retail price of the Gift without giving prior notice or reason to any Eligible Cardmember or assuming any liability to any party. UOB's determination of the replaced and/or substituted voucher(s) (if any) shall be final, conclusive and binding and no appeal, compensation or payment whatsoever shall be made to any person.
- 3.11 (i) Notwithstanding anything to the contrary, UOB reserves the right to:-
- (a) select another Eligible Cardmember to substitute any Eligible Cardmember who is subsequently found to be ineligible to participate in the Promotion or disqualified from participating in the Promotion and charge the cost of Gift to the substituted Eligible Cardmember.
  - (b) forfeit the Gift, reclaim the Gift, demand for the refund of the Gift and/or charge the value of the Gift awarded through such methods as UOB may so decide at its discretion (including, without limitation, deducting the value of the Gift redeemed or awarded from the account of an Eligible Cardmember maintained with UOB or

requesting the Eligible Cardmember to pay UOB for the cost of the Gift) where:-

- (1) a Gift has been awarded to that Eligible Cardmember but has yet to be redeemed by that Eligible Cardmember and that Gift subsequently forfeited; or
  - (2) a Gift which is to be awarded or has been awarded and is subsequently forfeited; or
  - (3) that Eligible Cardmember is found to be not eligible for the Gift or is found to be ineligible or disqualified or not entitled to participate in the Promotion; or
  - (4) that Eligible Cardmember is found to have redeemed more than one Gift.
- (ii) UOB shall not be liable to any such party for any payment or compensation whatsoever arising from the above.
- (iii) Any Eligible Cardmember whose Gift has been forfeited or reclaimed or who does not receive the Gift shall not be entitled to a replacement gift or any payment or compensation notwithstanding non-receipt of Gift; Any Gift which is forfeited or reclaimed or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged or which the Eligible Cardmember does not receive are strictly non-replaceable; No payment or compensation whether in cash, credit or kind shall be made for any Gift which is forfeited or reclaimed or lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged or which the Eligible Cardmember does not receive.
- (iv) UOB reserves the right to charge the cost of the Gifts to Cardmembers who redeemed more than one (1) Gift.

#### **4. OBLIGATIONS OF PARTICIPATION**

- 4.1 Participation in the Promotion is subject to the terms and conditions of the Promotion ("**Promotion Terms**") and the Cardmembers are deemed to have accepted the Promotion Terms 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 the Promotion Terms.
- 4.2 By participating in the Promotion, the Cardmembers expressly and irrevocably permit, authorize and consent to the taking of their photographs for publicity purposes of UOB in relation to the Promotion.
- 4.3 By participating in the Promotion, the Cardmembers are deemed to have expressly and irrevocably permitted, authorised and consented to the collection, use and disclosure of his/her personal data by UOB, the organisers, sponsors, promoters, merchants, vendors and/or their respective contractors for purposes in connection with the Promotion.



## 5. GENERAL

- 5.1 The prevailing Cardmembers Agreement (“**Standard Terms**”) will continue to apply and be binding on the Cardmembers. Please visit [uob.com.sg](http://uob.com.sg) for the Standard Terms. In the event of any inconsistency between the Promotion Terms and the Standard Terms, the Promotion Terms shall prevail on matters relating to this Promotion.
- 5.2 UOB shall not be liable if it is unable to perform its obligations under the Promotion Terms, 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.
- 5.3 UOB shall not be responsible or liable for:-
- (i) any failure or delay in the transmission of the Local Eligible Transaction(s) and the Overseas Eligible Transaction(s) (collectively the “**Eligible Transactions**”), sale transactions or receipt of evidence of the Eligible Transactions by MasterCard/Visa/JCB/UnionPay/American Express acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other parties which may result in a charge incurred/ 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 Qualifying Period; or
  - (ii) any late posting of any Eligible Transactions or for any failure in any of the Eligible Transactions being transacted by the Eligible Card(s) or being captured in UOB’s system; or
  - (iii) any notice or communication, application, Application Form, SMS or email or billing insert which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which the Cardmember does not receive; or
  - (iv) any breakdown or malfunction in any computer system or equipment; or
  - (v) any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under the Promotion Terms, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider or such other third party which maybe engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB.
- 5.4 In the event of any inconsistency or discrepancies between the Promotion Terms and any brochure, marketing or promotional material or any other material relating to the Promotion or the Gift, the Promotion Terms will prevail.
- 5.5 UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion or the Gift. However, UOB will be liable for the Cardmember’s direct loss in connection with the Promotion to the extent such loss is caused directly by UOB’s fraud, gross negligence or willful misconduct.
- 5.6 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. UOB’s decision on all matters relating to the Promotion are at its discretion and shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or prior notice or enter into

any correspondence with the Cardmember or any person on any matter concerning the Promotion and no communication, appeal, correspondence or claims will be entertained and no payment or compensation will be given or paid by UOB to any person (including any Cardmember).

- 5.7 Notwithstanding anything in the Promotion Terms, UOB reserves the right at any time and from time to time in its sole and absolute discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Promotion Terms, including but not limited to, varying the Qualifying Period, the Redemption 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, additions, subtractions and/or variations. UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same and all Cardmembers shall be bound by these amendments or variations.
- 5.8 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.
- 5.9 A person who is not a party to the Promotion Terms and/or any agreement governed by the Promotion Terms and/or the Standard Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term herein and/or any term of such agreement.
- 5.10 The Promotion Terms shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 5.11 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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