

TERMS AND CONDITIONS GOVERNING UOB CREDIT AND DEBIT CARDS RECURRING PAYMENT ON DIAMOND ELECTRIC PROMOTION (1 JANUARY 2019 – 31 MARCH 2019) (“TERMS AND CONDITIONS”)

1. This UOB Credit And Debit Cards Recurring Payment on Diamond Electric Promotion (1 January 2019 to 31 March 2019) (“**Promotion**”) is open to the following individuals (collectively, “**Cardmembers**”):
 - (i) holders of a Singapore dollar denominated Visa and/or MasterCard debit or credit card issued by United Overseas Bank Limited (“**UOB Card**”) in Singapore with the exception of any UOB JCB Cards, Travel Account, Corporate (on corporate liability), Purchasing, Business, Multicurrency Corporate and Private Label Cards;
 - (ii) whose UOB Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by United Overseas Bank Limited (“**UOB**”) in its sole and absolute discretion; and
 - (iii) with a registered Singapore residential address where the postal code starts from 53 to 80 , or 82 to 83
2. This Promotion is valid from 1 January 2019 to 31 March 2019 (both dates inclusive) (“**Promotion Period**”).
3. Cardmembers who:
 - (i) sign up for a new Diamond Electric 12-month UOB Saver Plan during the Promotion Period, to charge their monthly electricity bill from Diamond Electric to their UOB Card on a recurring basis (“**Recurring Payment**”); and
 - (ii) successfully charge the first Recurring Payment to their UOB Card before 31 May 2019,are each deemed an “**Eligible Cardmember**” , who is eligible to receive a one-time S\$24 rebate (“**Rebate**”).
4. The Rebate will be disbursed into the Eligible Cardmember’s first monthly electricity bill issued by Diamond Electric.
5. Each Eligible Cardmember is entitled to receive the Rebate once, and for a single Diamond Electric electricity account only, notwithstanding:-
 - (i) how many UOB Card(s) accounts that he/she has; or
 - (ii) that the Eligible Cardmember has other Diamond Electric electricity bills, apart from the Recurring Payment.
6. If Diamond Electric subsequently discovers that the Eligible Cardmember terminated the Diamond Energy electricity contract and/or recurring payment on UOB Card within 6 months or does not qualify for the Promotion, Diamond Electric may at its discretion, forfeit or reclaim the Rebate awarded.
7. UOB and Diamond Electric reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Rebate with any other item of equal or similar value selected by UOB and Diamond Electric. UOB and Diamond Electric’s determination of the replaced and/or substituted item shall be final, conclusive and binding.

8. The Cardmember is responsible for ensuring that Diamond Electric's electricity bills are paid until the Recurring Payment service is set up and linked to the Cardmember's UOB Card account.
9. The prevailing terms and conditions under the prevailing UOB Cardmember Agreement or UOB Debit Cardmember Agreement (as may be applicable) (each applicable agreement referred to as the "**UOB Singapore Standard Terms**") will continue to apply and be binding on the Cardmembers. Please visit uob.com.sg for the UOB Singapore Standard Terms. In the event of any inconsistency between the Terms and Conditions and the UOB Singapore Standard Terms, the Terms and Conditions shall prevail insofar as it relates to the Promotion.
10. In the event of any inconsistency or discrepancies between the Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, the Terms and Conditions will prevail.
11. UOB shall not be responsible for:-
 - (i) any failure or delay in the transmission of card transactions by Visa International/MasterCard/American Express/CUP, acquiring merchants for the foregoing, merchant establishments, postal or telecommunication authorities or any other parties which may result in a transaction made by a Cardmember being omitted during the Promotion Period;
 - (ii) any late posting of the transactions and thereby affecting a Cardmember's eligibility for this Promotion;
 - (iii) for any breakdown or malfunction in any computer system or equipment; and
 - (iv) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered.
12. UOB is not an agent of Diamond Electric and vice versa. Any dispute about the quality or service standard of Diamond Electric must be resolved directly with Diamond Electric.
13. By participating in this Promotion, Cardmembers consent to UOB collecting, using and disclosing the Cardmember's personal data for the purposes of providing the Recurring Payment services. This is in addition to any other consent which the Cardmember may have provided to UOB in respect of the collection, use and/or disclosure of the Cardmember's personal data and shall be without prejudice to and does not derogate from UOB's rights to collect, use and/or disclose the Cardmember's personal data under the law.
14. UOB reserves the right to at any time in its sole and absolute discretion to amend, vary, add or delete any of the Terms and Conditions for any reason and without prior notification without assuming any liability to any person and Cardmembers shall be bound by these amendments.
15. UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion, including but not limited to the determination of whether the Cardmember has met all the requirements of 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 Cardmember). UOB

shall not be obliged to give any reason or enter into any correspondence with any person on any matter relating to the Promotion or its decision.

16. All information is correct at the time of publishing and UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.
17. A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term herein.
18. The terms and conditions herein shall be governed by the laws of the Republic of Singapore and the Singapore courts shall have exclusive jurisdiction over all disputes arising out of or in relation to these terms and conditions.