

UOB Visa Infinite Metal Card Acquisition Campaign Terms and Conditions (“Terms and Conditions”)

1. Eligibility

- 1.1 This UOB Visa Infinite Metal Card Acquisition Campaign (“**Promotion**”) is valid from 1 December 2021 to 30 June 2022 (both dates inclusive) (“**Promotion Period**”). By participating in this Promotion, you are deemed to have agreed to be bound by the terms and conditions of this Promotion (the “**Terms**”).
- 1.2 To participate in this promotion, you must satisfy all of the following conditions:-
- (a) submit an application to be the principal cardholder of a UOB Visa Infinite Metal Card (“**Eligible Card**”) during the Promotion Period (the “**Application**”);
 - (b) the Application must be approved by United Overseas Bank Limited (“**UOB**”) within the Promotion Period;
 - (c) you must successfully make payment for the UOB Visa Infinite Metal card annual fee; and
 - (d) you must notify the Bank via SMS using your Singapore mobile number in the Bank’s records in the prescribed format within two weeks from the date of your Card application submission. SMS registrations for the Accor Plus Membership Selection which are not in the Bank’s prescribed format, sent to an incorrect number, sent from a mobile number which is not registered in Singapore with UOB, sent by the supplementary holder of the Card, or sent outside of the prescribed timeframe, will, in each case, be null and void.
- 1.3 If you are the first **300** individuals to fulfil all the conditions in clause 1.2 above (each an “**Eligible Cardmember**”), you shall each be entitled to receive the Accor Plus membership with one (1) additional night stay (the “**Gift**”).
- 1.4 UOB has the right in its sole and absolute discretion to approve or decline any Application and UOB shall not be required to give any reason or prior notice on any matter concerning such Application or be liable to any party, including but not limited to where an Application is not approved in time for a participant to be eligible for this Promotion.
- 1.5 Each Eligible Cardmember shall only be entitled to receive one Gift.
- 1.6 The Gift is awarded on a “first-come-first-served” basis. Once you have successfully made your Accor Plus Membership Selection, you are required to register directly with Accor via a dedicated link that will be sent to you by Accor (“Accor Plus Membership Registration”) in order

to activate and receive your membership. Upon successful submission of your Accor Plus Membership Registration, Accor will send you an email confirmation to confirm your registration (the "Accor Email Confirmation") within approximately 2 business days from the date of your Accor Plus Membership Registration. The Accor Email Confirmation will contain details as to how you can access your Accor Plus Membership account and benefits arising thereunder.

1.7 Without limiting the generality of the above, the following persons shall not be eligible to participate in this Promotion:

- (a) Existing principal cardholders of the Eligible Card;
- (b) Individuals who have cancelled their Eligible Card accounts within six (6) months prior to the start of the Promotion Period;
- (c) Eligible Cardmembers whose Eligible Card account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period and for the avoidance of doubt, termination of a supplementary cardholder's Eligible Card account will not by itself disqualify the principal cardholder of the Eligible Card from participating in the Promotion;
- (d) Eligible Cardmembers whose Eligible Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined by UOB at its discretion as being delinquent or unsatisfactorily conducted;
- (e) individuals 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
- (f) anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.

2. General

- 2.1 The Gift is not transferable or exchangeable (whether in part or in full) for cash, credit or otherwise.
- 2.2 Use of the Gift is subject to the terms and conditions of the participating merchant providing the relevant products and/or services. The Eligible Cardmember shall be solely responsible for complying with any such terms and conditions as may be imposed by the participating merchant.
- 2.3 No payment or compensation whether in cash, credit or kind shall be made for any Gift which has expired or is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged, or which has been forfeited (as the case may be).

- 2.4 If, at any time, UOB determines at its sole and absolute discretion that any of the eligibility criteria in this Promotion was not or has not been complied with, UOB reserves the right to recover, revoke or forfeit all or any part of the Gift.
- 2.5 UOB reserves the right to select substitute Eligible Cardmembers to replace an initial Eligible Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in this Promotion.
- 2.6 Participation in the Promotion is subject to these Terms and Conditions herein. Participants are deemed to have accepted these Terms and Conditions when they participate in the Promotion.
- 2.7 UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, to replace or substitute the Gift with any other gift of equal value selected by UOB in its sole discretion.
- 2.8 UOB is not the supplier of the Gift and the products and/or services provided by the participating merchant in this Promotion. Accordingly, UOB does not assume any liability or responsibility for, and will not be liable or responsible for, any defect, quality, merchantability, the fitness for purpose or any other aspect of the Gift; or for the acts or defaults of the participating merchant or the goods/services offered in connection with this Promotion. In addition, to the fullest extent permitted by law, UOB does not assume any liability or responsibility for, and will not be liable or responsible for, any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the Promotion, the redemption or usage of the Gift or the goods / services offered in connection with this Promotion.
- 2.9 UOB is not an agent of the merchant of the Gift or the goods and services provided in the Promotion. Any dispute about the same must be resolved directly with merchant of the Gift.
- 2.10 The terms and conditions under the prevailing UOB Cardmember Agreement will continue to be binding on all participants and is to be read together with these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions and the UOB Cardmember Agreement, these Terms and Conditions shall prevail only to the extent of such inconsistency.
- 2.11 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 maybe engaged for this Promotion, any machine or communication or computer system, industrial dispute, war, act of God, or anything outside the control of UOB;
 - (b) any failure or delay in the transmission or receipt of evidence of bill/sale transactions by any card associations, acquiring merchants for the foregoing, merchants, postal or

- telecommunication authorities/provider or any other parties which may result in a transaction made by a participant being omitted (whether from being posted to his Eligible Card account and/or captured in UOB's system or otherwise);
- (c) for any failure or delay in the transmission or receipt of an application for the Eligible Card and which may result in an individual not being able to apply for the Eligible Card and therefore not being able to participate in this Promotion;
 - (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 person howsoever incurred or suffered.
- 2.12 Notwithstanding anything in these Terms and Conditions, UOB may, at any time, vary, modify, add or delete any of these Terms and Conditions, including, but not limited to, terminating or withdrawing the Promotion on or amending the duration of the Promotion 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 participants shall be bound by these amendments or variations.
- 2.13 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 on all matters relating to this Promotion 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. 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 and/or the Gift and no appeal, correspondence or claims will be entertained.
- 2.14 By participating in the Promotion, participants are deemed to have consented to the collection, use and disclosure of his personal data by UOB, the organisers, sponsors, promoters, merchants, vendors and/or their respective contractors for the purposes of the Promotion including verifying the eligibility of the participant, contacting the participant by telephone, mobile phone, email, letter or SMS regarding the Promotion, and all other purposes incidental to the Promotion.
- 2.15 While all information provided here is believed to be correct at the time of publishing, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 2.16 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 to the extent of such inconsistency.
- 2.17 This Promotion is not valid with other promotions unless otherwise expressly specified.

- 2.18 A person who is not a party to these Terms and Conditions and/or any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such agreement or any of these Terms and Conditions.
- 2.19 These Terms and Conditions are governed by the laws of Singapore and all individuals participating in this Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 2.20 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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