

Terms and Conditions Governing UOB YOLO x Beerfest Asia 2017 Promotion (“Terms and Conditions”)

Eligibility and Promotion Period

1. This UOB YOLO x Beerfest Asia 2017 Promotion (the "**Promotion**") is only valid between 1 July 2017 and 31 July 2017, both dates inclusive ("**Promotion Period**").
2. This Promotion is only applicable to principal cardholders of UOB YOLO issued by United Overseas Bank 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 ("**Cardmember**").
3. Cardmembers who fulfill all of the following conditions during the Promotion Period ("**Eligible Cardmembers**") shall be eligible for a pair of Beerfest Asia 2017 VIP Pass (worth S\$268) ("**Gift**"):
 - (i) have successfully registered himself/herself to participate in the Promotion via Short Message Service ("**SMS**"), by keying in "**YOLOVIP<space>NRIC Number**" and sending it to 77862 ("**SMS Registration**"); and
 - (ii) be the first 100 to charge **at least S\$3,000** worth of Eligible Transactions to his/her Eligible Card.

For the purposes of this Promotion, "**Eligible Transactions**" refer to any transactions for the purchase of goods and/or services which are successfully charged to Cardmember's Eligible Card during the Promotion Period and are successfully captured/posted on UOB's systems during the Promotion Period; but excludes monthly payments under an Installment Payment Plan (IPP), SmartPay, recurring bill payments, online money transfers, balance/funds transfers, cash advances, instalment loans, fees, interests, finance charges, late payment charges, annual fee charges, other financial charges and/or any transaction that was subsequently cancelled, voided or reversed for any reason, SMART\$ transactions, transactions relating to top-ups of any pre-paid card and brokerage/securities and any other transactions we may exclude from time to time without prior notice. 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.

4. For the avoidance of doubt, Eligible Transactions performed by a supplementary cardholder with the supplementary Eligible Card will accrue to the principal cardholder's Eligible Card and the benefits will be awarded to the principal Cardmember.
5. Without limiting the generality of the above, the following Cardmembers shall not be eligible for the Promotion:-
 - (i) Cardmembers whose Eligible Card account(s) is 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;

- (ii) Cardmembers whose Eligible Card account(s) 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 discretion;
- (iii) Cardmembers 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
- (iv) Anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.

SMS Registration

- 6. All registrations in respect of this the Promotion must be done via SMS by the Cardmember with her last known registered mobile number with UOB. Only SMSes received by UOB during the Promotion Period will be considered for the Promotion. **Any incomplete or inaccurate SMS Registration will not be considered and consequently be disqualified.**
- 7. A SMS will be sent to the Cardmember for each successful SMS Registration. For the avoidance of doubt, each Cardmember is entitled to register only once to participate in the Promotion irrespective of the number of Eligible Cards that he/she may have or the number of Eligible Transactions that he/she has carried out during the Promotion Period.

Gift

- 8. The Gift is not transferable nor exchangeable for cash, credit, or benefit of any kind in full or in part.
- 9. The Gift is limited to one per Eligible Cardmember, regardless of how many Eligible Card he/she has or the number of qualifying Eligible Transactions that he/she has carried out during the Promotion Period.
- 10. A SMS notifying each Eligible Cardmember that he/she has qualified for the Gift will be sent to the Eligible Cardmember (to her last known registered mobile number based on UOB's records) by 8 August 2017 or by such other mode / form of communication and on such other date that UOB may decide on from time to time.
- 11. The SMS will set out the details and procedures for the redemption of the Gift. The Eligible Cardmember must make the redemption within the stipulated timeline; otherwise, the Gift will be forfeited and deemed null and void. No payment or compensation shall be made by UOB for the forfeited Gift.
- 12. UOB assumes no liability or responsibility and will not be liable or responsible for any failure or delay in the Eligible Cardmember's receipt of the SMS or any SMS which gets lost or misdirected or which has expired.
- 13. 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 Gift 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 Gift. Where the Gift 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 Gift.

14. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Gift with any other gift of equal or similar value selected by UOB.
15. UOB will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Gift or any goods or services redeemed/claimed under the Promotion, or the acts or defaults of the merchant, agent, supplier or service provider of the Gift or any goods or services redeemed under the Promotion.
16. UOB is not an agent of the merchants, agents, suppliers or service providers. Any dispute about the quality or service standard must be resolved directly with the merchants, agents, suppliers or service providers.
17. The merchants, agents, suppliers or service providers may impose conditions for the redemption of the Gift, or goods or services. UOB will not be responsible or liable for any injury, loss, claim or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of the redemption or usage of the Gift or goods or services or in connection with the Promotion howsoever arising.

General

18. This Promotion is not valid with any other privileges or promotions unless otherwise stated.
19. Participation in the Promotion is subject to these Terms and Conditions and the Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion.
20. The prevailing terms and conditions under the UOB Cardmember Agreement ("**Standard Terms**") will continue to apply and be binding on the Cardmembers. Please visit uob.com.sg for the Standard Terms. In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency.
21. 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 will prevail.
22. The SMS vendor, independent telecommunication authorities or service provider or such other third party is a third party and is 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.
23. Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB for the Promotion and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Cardmembers. The Cardmembers shall pay and be solely responsible for all fees and charges imposed by such service providers for the sending and/or receipt of any SMS in connection with this the Promotion.
24. UOB shall not be responsible for:-
 - (i) 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 the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;

- (ii) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions by acquiring merchants, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge made by the Cardmember being omitted (whether from being posted to the Cardmember's Eligible Card account and/or captured in UOB's system or otherwise) during the Promotion Period;
 - (iii) for any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Eligible Cards or being captured in UOB's system;
 - (iv) for any notice or communication, SMS which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected or which the Cardmember does not receive; or
 - (v) for any breakdown or malfunction in any computer system or equipment.
25. UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising.
26. 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.
27. 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.
28. 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.
29. A person who is not a party to any agreement governed by 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 of such agreement.
30. 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.
