

Terms and Conditions Governing UOB X Singapore Airlines/SilkAir Mastercard November Promotion 2019 (“Terms and Conditions”)

1. For the purposes of the “*UOB X Singapore Airlines/SilkAir Mastercard November Promotion 2019*” (the “**Promotion**”), the following terms are defined as follows: -
 - (i) “**Cardmembers**” means all existing and new principal Cardmembers of an Eligible UOB Mastercard Card, and whose Eligible UOB Mastercard Card account is valid, subsisting, in good standing and satisfactorily conducted in the opinion of UOB.
 - (ii) “**Eligible UOB Mastercard Card**” means personal credit and debit Mastercard cards issued by UOB in Singapore, including the KrisFlyer UOB Credit and Debit Card (“**KrisFlyer UOB Cards**”). For the avoidance of doubt, Eligible UOB Mastercard Card excludes all UOB corporate/business credit and/or debit card.
 - (iii) “**Eligible Transactions**” shall mean a single posted Transaction of a minimum spend of S\$500.00 (each an “**Eligible Transaction**”) which is successfully carried out on and charged to an Eligible UOB Mastercard Card account during the Promotion Period and which is successfully captured/posted on UOB’s systems during the Promotion Period. For the avoidance of doubt, the benefit of an Eligible Transaction which is carried out and incurred by a supplementary Cardmember of an Eligible UOB Mastercard Card shall accrue to the applicable Principal Cardmember, and the termination of the supplementary cardholder’s Eligible UOB Mastercard Card account will not by itself disqualify the applicable Principal Cardmember from the Promotion.
 - (iv) “**Excluded Transactions**” means any posted online or offline transactions that are not via www.singaporeair.com or the Singapore Airlines mobile application, and for payments under Instalment Payment Plans, interests, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, transactions which were subsequently cancelled, voided or reversed for any reason, and such other transactions as may be excluded from UOB time to time.
 - (v) “**Gift**” means one (1) LOQI Tote Bag. LOQI Tote Bags are available in assorted designs and availability is on a whilst stocks last basis.
 - (vi) “**Transaction**” means any posted transaction(s) made for ticket purchases which are purchased directly from either www.singaporeair.com or the Singapore Airlines mobile application and which said transaction(s) are captured under the Merchant Category Code 3075 but shall exclude the Excluded Transactions.
 - (vii) “**SMS**” means electronic short message service.
 - (viii) “**UOB**” means United Overseas Bank Limited.
2. The Promotion is open to all Cardmembers subject to the terms and conditions herein.
3. Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and from time to time to determine the eligibility of any Cardmember to take part in the Promotion and shall not be obliged to give any reason therefore. Without limiting the generality of this provision, Cardmembers:
 - (i) who are or become mentally incapacitated, deceased, insolvent, bankrupt or who face legal incapacity;
 - (ii) who face legal proceedings of any nature, or any threat of legal proceedings of any nature being instituted against them; and/or

- (iii) whose accounts are not valid, subsisting or in good standing or which are otherwise delinquent or unsatisfactorily conducted for any reason as may be determined by UOB at its absolute discretion,

shall not be eligible to participate in the Promotion and shall not be entitled to any payment or compensation whatsoever. In addition, UOB reserves the right to disqualify any Cardmember from the Promotion if it determines that the conduct of that Cardmember in carrying out any Eligible Transaction is an abuse of the Promotion, and such determination shall be final, binding and conclusive on that Cardmember and UOB shall not be obliged to give any reasons thereof.

4. The Promotion is only valid from 11 November to 8 December 2019, both dates inclusive ("**Promotion Period**").
5. To participate in this Promotion, a Cardmember must have successfully registered his / her participation in the Promotion via SMS within the Promotional Period ("**Qualifier**"), by keying in "UOBSQ<space>DOB<space>Last 4 characters of NRIC" and sending it to 77862 (the "**Registration**"). (Example: "UOBSQ DDMMYY 567A")
6. (i) The first five hundred (500) Qualifiers to have an Eligible Transaction successfully carried out on and charged to his/her Eligible UOB Mastercard Card which is successfully captured/posted on UOB's systems during the Promotion Period ("**Qualified Cardmember**") shall each be eligible to one (1) Gift where applicable. Each Qualified Cardmember is only entitled to a maximum of one (1) Gift regardless of the number of Eligible Transactions made.
 - (ii) In addition to the above, the first 1,000 Qualifiers who perform the Eligible Transaction using a KrisFlyer UOB Card ("**Qualified KrisFlyer UOB Cards Cardmember**") shall also be eligible to receive bonus 3,000 bonus KrisFlyer miles ("**Bonus Miles**"). Such Qualified KrisFlyer UOB Cards Cardmember shall only be entitled to a maximum of one (1) redemption of Bonus Miles regardless of the number of Eligible Transactions made.
7. Gifts and Bonus Miles are issued on a first-come, first-served basis for Qualified Cardmembers and Qualified KrisFlyer UOB Cards Cardmembers.
8. Qualified Cardmembers will receive an SMS by 20 January 2020 to notify him/her to proceed to make the redemption for the Gift. Each Qualified Cardmember so notified will need to bring along the following items for redemption:-
 - (i) the original NRIC or Passport of the Cardmember;
 - (ii) the original SMS with the unique serial code received from UOB in connection with the redemption.

The redemption shall take place during the operating hours set out in the table below:

<p>LOQI Bag Redemption:</p> <p>Mojito Redemption Centre Plaza Singapura 68 Orchard Road, #04-60/61 Singapore 238839</p>	<p>Opening hours: 11.30am to 8.30pm daily Closed on Public Holidays</p> <p>Contact: 6534 8095</p>
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- (iii) All redemptions must be made before 20 February 2020 or whilst stocks last.
9. All Gifts which are not redeemed by the collection due date stated on the SMS will be forfeited (with no liability on the part of UOB). The Cardmember(s) whose Gift has been forfeited is not entitled to any payment or compensation, whether in cash, credit or kind. Where the Gift, and where applicable the Bonus Miles, is awarded to a Cardmember who is subsequently disqualified from the Promotion or discovered not to be eligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from that Cardmember a reimbursement for the value of the Gift, and where awarded the Bonus Miles. UOB may, at any time without prior notice and without

furnishing any reason and in its absolute discretion, withdraw or substitute the Gift and/or the Bonus Miles with other items of similar value. UOB's determination of the substituted Gift and the substituted Bonus Miles shall be final, conclusive and binding.

10. Bonus Miles will be automatically credited to the Qualified KrisFlyer UOB Cards Cardmembers' KrisFlyer membership account by 10 March 2020.
11. The Gift and the Bonus Miles are not transferable or exchangeable in part or in kind for cash, credit 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 Gift and/or the Bonus Miles with any other item of equal or similar value selected by UOB. UOB's determination of the replaced and/or substituted item shall be final, conclusive and binding.
12. UOB will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Gift and the Bonus Miles 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, the Bonus Miles or any goods or services redeemed under the Promotion.
13. The awarding and redemption of the Gift and Bonus Miles (where awarded) are subject to terms and conditions as may be imposed by the merchants, agents, suppliers or service providers from time to time. 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 awarding, redemption, or usage of the Gift and the Bonus Miles (where awarded) or goods or services or in connection with the Promotion howsoever arising. UOB and the participating merchants, agents, suppliers or service providers reserve the right to vary/amend the terms and conditions relating to the Promotion and/or Gift and/or the Bonus Miles without prior notice or giving any reason or being liable to any person. No correspondence appeal or claims will be entertained.
14. UOB is not a principal or an agent of the merchants, agents, suppliers or service providers of the Gift, the Bonus Miles, goods or services awarded as rewards under the Promotion. Any dispute about the quality or service standard must be resolved directly with such merchants, agents, suppliers or service providers.
15. UOB shall not be responsible or liable for any failure or delay in any Cardmember's receipt of the SMS from UOB, whether due to the Cardmember's contact number not being registered or updated with UOB or for any other reason whatsoever.

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16. The prevailing terms and conditions under the prevailing UOB Cardmembers Agreement or UOB Debit Cardmember Agreement (as may be applicable) (collectively referred to as the "**UOB Singapore Standard Terms**") will continue to apply and be binding on the Cardmembers where applicable. Please visit uob.com.sg for the UOB Singapore Standard Terms. In the event of any inconsistency between these Terms and Conditions and the UOB Singapore Standard Terms, these Terms and Conditions shall prevail insofar as it relates to the Promotion.
17. In the event of any inconsistency or discrepancies between these Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, these Terms and Conditions will prevail.
18. UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due to (whether directly or indirectly) the failure of the telecommunication authorities, any machine or communication system, any merchant or service provider or such other third party which may be engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB.
19. UOB shall not be responsible or liable for:-

- (i) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions or any part thereof by any acquiring merchant, merchant establishment, card association, 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 Eligible UOB Card account, the applicable supplemental Cardmember's Eligible UOB Card account and/or captured in UOB's system or otherwise) during the Promotion Period;
 - (ii) any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Cardmember's Eligible UOB Card or being captured in UOB's system;
 - (iii) any failure or delay in the Qualifier's receipt of the redemption letter from UOB, whether due to the Qualifier's home address not being registered or updated with UOB or for any other reason whatsoever;
 - (iv) any breakdown or malfunction in any computer system or equipment; or
 - (v) for any notice or communication or direct mailer which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post.
20. 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. 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 these Terms and Conditions.
21. 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.
22. UOB's decision on all matters relating to the Promotion is 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 persons on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.
23. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to unilaterally 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, determinations and/or variations.
24. By participating in the Promotion, each Cardmember hereby irrevocably and unconditionally:
- (i) consents to the collection, use and disclosure of his personal data by United Overseas Bank Group ("UOB Group"), UOB Group's vendors, UOB Group's suppliers, third parties authorized by UOB Group, the organizers, sponsors, promoters and/or their respective contractors, for all purposes and promotions in connection with the Promotion and to contact him regarding the foregoing via voice calls or text messages or email;
 - (ii) consents and authorizes UOB to publicly disclose and publish his name and any other of his particulars, including photographs and testimonies of the Qualifier, for any purposes whatsoever, including, but not limited to, for advertising, promotional, publicity or commercial purposes or for the purposes of publicizing him, the Gift and the Voucher on Instagram, Facebook, LINE, UOB.com.sg; and
 - (iii) agrees to co-operate with UOB and shall, if required by UOB at its absolute discretion, participate in any advertising, promotional and publicity and/or commercial activities

organized by UOB in relation to the Promotion (including but not limited to attending any prize presentation) at his/her own costs,

without any payment or compensation thereof and in such mode and manner as shall be decided by UOB at its absolute discretion. This is in addition to any other consent which he may have provided to UOB Group in respect of the collection, use and/or disclosure of his personal data and shall be without prejudice to and does not derogate from UOB Group's rights to collect, use and/or disclose his personal data under the law.

25. 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 liability for its completeness or accuracy.
26. 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 of these Terms and Conditions.
27. These Terms and Conditions 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.
28. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.