

**TERMS AND CONDITIONS FOR UOB YOLO ONLINE PROMOTION
(16 MAR 2020 – 31 AUG 2020)**

1. Promotion

- 1.1 This **UOB YOLO ONLINE PROMOTION (16 MAR 2020 – 31 AUG 2020)** (“**Promotion**”) is valid from 16 March 2020 to 31 August 2020, both dates inclusive (the “**Promotion Period**”). By participating in this Promotion, you agree to be bound by the terms and conditions of this Promotion (the “**Terms**”).
- 1.2 This Promotion is open to all new principal applicants of a UOB YOLO (“**Card**”) via uob.com.sg (“**Application**”) during the Promotion Period and application is approved by UOB during the Promotion Period (“**Cardmember(s)**”).
- 1.3 To participate in this Promotion, you must:
- (a) successfully apply, and receive UOB approval, for the Card during the Promotion Period;
 - (b) successfully register your interest to participate in the Promotion by sending the keyword “**YOLO10**” with your UOB registered mobile number to **77862** via SMS (“**Registration**”); and
 - (c) charge a minimum of S\$600 worth of Eligible Transactions (“**Minimum Spend**”) which are captured and posted on UOB’s system within thirty (30) days from the approval date of the Card.
- 1.4 For the purposes of this Promotion:
- 1.4.1 “**Eligible Transactions**” refers to Transactions as defined under the Terms and Conditions Governing UOB YOLO Card Cashback Programme.
 - 1.4.2 “**Excluded Transactions**” refers to exclusions under Transactions as defined by the Terms and Conditions Governing UOB YOLO Card Cashback Programme.
 - 1.4.3 “**Online Spend**” refers to online transactions (whether in Singapore dollars or foreign currencies) for the purchase of goods and/or services made via the internet and processed by the respective merchants/acquirers as an online transaction and which are successfully charged to your UOB Card, but shall exclude the Excluded Transactions.
 - 1.4.4 “**UOB**” means United Overseas Bank Limited.
 - 1.4.5 “**UOB Account**” means any account you now or hereafter have with UOB, used for the purposes of services provided to you, whether singly or jointly.
- 1.5 For the avoidance of doubt:
- 1.5.1 All transactions effected in foreign currencies will be converted into Singapore dollars based on UOB’s prevailing exchange rate and the Singapore dollar amount posted on UOB’s system will be used for the purposes of computing the Minimum Spend under this Promotion.
 - 1.5.2 The Eligible Transactions charged by a principal holder of a UOB Card may be aggregated with the Eligible Transactions charged by the supplementary holder of that UOB Card for the purposes of computing the Minimum Spend under this Promotion.

2. Gift

- 2.1 If you have satisfied all of the conditions in Clause 1.3 above (each, an “**Eligible Customer**”), you shall be eligible to enjoy 10% cashback on all Online Spend subject to a maximum of S\$40 (“**Gift**”).
- 2.2 You are only entitled to receive one Gift under this Promotion.
- 2.3 The Gift shall be credited directly into the Card account and Eligible Customers will receive the Gift no later than two (2) months after the end of the promotion period, by 31 October 2020.

2.4 The Gift awarded is strictly non-transferable, non-assignable and not exchangeable for cash or other goods and/or services.

3 General

The General Terms and Conditions Governing Promotions set out in Appendix 1 will apply to this Promotion and form an integral part of these Terms.

General Terms and Conditions Governing Promotions

1. The following persons shall not be eligible to participate in the Promotion:
 - (a) individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
 - (b) individuals whose UOB account(s) is/are not active, valid, subsisting or in good standing or delinquent or unsatisfactorily conducted as may be determined by UOB at its sole discretion;
 - (c) individuals who are mentally unsound, facing legal incapacity or are incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
 - (d) anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.
2. Sending and receiving SMS is dependent on an 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 or liable for any undelivered, lost or delayed SMS sent to and/or received by you. You shall pay and be solely responsible for all fees and charges imposed by their service providers for the sending and/or receipt of any SMS in connection with the Promotion.
3. An SMS sent which is not the prescribed format, sent to an incorrect number, or sent from a non-UOB registered mobile number will not be accepted and will be considered by UOB to be invalid and/or void, and UOB's determination shall be final and conclusive.
4. UOB shall not be responsible or liable:
 - (a) for any delay or failure in the posting of any transaction;
 - (b) for any breakdown or malfunction in any computer system or equipment;
 - (c) if UOB is unable to perform its obligations hereunder as a result of (whether direct or indirect) the delay or failure of any third party including, but not limited to, the SMS vendor, telecommunication authority or service provider, the failure of any machine, computer system or communication system, industrial dispute, war, act of God or for any act or omission outside the control of UOB; or
 - (d) for any cost, damage, claim of, loss to or expenses of you or any other person in connection with the Promotion, howsoever arising.
5. UOB 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 redemption or usage of the Gift or participation in this Promotion. Without limiting the foregoing, UOB will not be liable or responsible for any undelivered, misdirected, corrupted, lost or delayed text, transmission or transaction or any delay or failure in posting any transaction, howsoever caused.
6. 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 you have met all the requirements of the Promotion. UOB's decisions shall be final, conclusive and binding and no payment or compensation will be given. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter or decision relating to the Promotion.
7. If UOB determines that you are ineligible to participate in this Promotion or to receive the Gift, UOB may in its sole discretion forfeit the Gift, reclaim the Gift or charge to and debit an amount equal to the value of the Gift from any of your accounts with UOB without prior notice to you. If the monies standing to the credit of your accounts are insufficient to reimburse UOB, you shall immediately reimburse UOB for the value of the Gift through such means as UOB may determine in its sole discretion.
8. The Terms shall be read in conjunction with the prevailing UOB Cardmember Agreement and any other terms that may be relevant in connection with this Promotion (collectively the "**Standard Terms**"). In the event of any inconsistency between (i) the Terms and the Standard Terms, the Terms shall prevail to

the extent of such inconsistency; and (ii) the Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, the Terms shall prevail to the extent that such discrepancy relates to this Promotion.

9. UOB may, at any time and at its discretion terminate the Promotion and/or amend any of the Terms, and all persons shall be bound by such amendments.
10. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
11. By participating in this Promotion and in addition to any other consent you have already provided to UOB and any right of UOB under applicable laws, you consent to UOB and the necessary third parties collecting, using and disclosing your personal data for the purposes of this Promotion and to contact you, including by voice call or text message.
12. A person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce the Terms.
13. The Terms shall be governed by the laws of the Republic of Singapore and you shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.