

UOB Business Banking- August - December 2023 Customer BPL Campaign Terms and Conditions

1. ELIGIBILITY FOR CAMPAIGN

- 1.1 (i) This “UOB Business Banking – August - December 2023 Customer BPL Campaign Terms and Conditions” (“**Campaign**”) is available to all non-individual customers of United Overseas Bank Limited (“**UOB**”) who apply for any one of the following loans (each an “**Applicable Loan**”) from the Business Banking segment of UOB (“**Customer**”):
- (a) a new Business Property Loan (“**BPL**”) from UOB for the purchase of a Property;
 - (b) a new BPL from UOB for the purposes of refinancing a business property loan obtained from another bank or financial institution for the purchase of a Property;
- (ii) For the purpose of the Campaign, the term “**Property**” refers to a completed commercial property located in Singapore that is/was purchased by the Customer.
- 1.2 Without limiting the generality of the above, the following persons shall NOT be eligible for the Campaign:
- (i) directors or employees/staff of UOB or any of UOB’s subsidiaries during the Campaign Period and their immediate family members;
 - (ii) employees and staff of any auditors, advertising agency, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promoting and/or conducting the Campaign and their immediate family members;
 - (iii) persons whose UOB accounts is voluntarily or involuntarily suspended, cancelled, closed, or terminated at any time and for any reason whatsoever;
 - (iv) parties who during the Campaign Period are or have become mentally incapacitated, wound up, deceased, insolvent or who face legal incapacity;
 - (v) parties who face legal proceedings of any nature or have any legal proceedings of any nature threatened against them; and
 - (vi) parties who UOB may decide to exclude at its discretion without notice and without furnishing any reason, at any time.
- 1.3 Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and without having to give any reason, to determine the eligibility of any Customer to participate in the Campaign.
- 1.4 By participating in the Campaign, each Customer agrees to be bound by the rules, regulations, and decisions of UOB, by the terms contained herein, and by any other applicable terms and conditions. Failure to comply with any of the foregoing will result in a disqualification for the Campaign.

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2. CAMPAIGN PERIOD

2.1 The Campaign shall commence from **1 August 2023 to 31 December 2023** (both dates inclusive) (“**Campaign Period**”).

3. THE CAMPAIGN

3.1 Under the Campaign, each Customer who fulfils the criteria set out in Paragraph 3.2 (“**Applicable Customer**”) shall be entitled to S\$300 rebate per Property in the form of shopping vouchers from a merchant to be determined and advised by UOB in its sole and absolute discretion (“**Rebate**”).

3.2 To be eligible for the Rebate as set out in Paragraph 3.1, the Customer must have:

- (i) fulfilled and performed all of the following during the Campaign Period:
 - (a) successfully applied for the Applicable Loan with UOB Business Banking;
 - (b) successfully applied for any of our standard pricing packages and fully paid the facility fee;
 - (c) **accepted by 31 January 2024** and returned to UOB the signed letter of offer in connection with the Applicable Loan referred to in Paragraph 3.2(i)(a) above and the Applicable Loan is granted to such Customer on such terms and conditions determined by UOB at its sole discretion;

AND

- (ii) the approved and accepted amount of the Applicable Loan referred to in Paragraph 3.2(i)(a) above is at least S\$300,000 and must be disbursed by 31 March 2024.
- 3.3 The Applicable Customers will be informed of the collection for their Rebate via a letter of collection to the Applicable Customers’ existing contact address on UOB’s record any time after the date of the disbursement of the Applicable Loan (and no later than 31 May 2024). For avoidance of doubt:
- (i) UOB shall have the sole discretion to decide when the letter of collection for the Rebate payout shall be sent to Applicable Customer;
 - (ii) if the Applicable Customer has more than one contact address at the time of Rebate payout, UOB shall have the right, at its sole discretion and without being liable to any party, to decide which UOB contact address to deliver the letter of collection; and
 - (iii) if the Applicable Customer does not have an existing UOB contact address at the time of Rebate payout, the Rebate shall be automatically forfeited and UOB shall not be liable to give any notice or pay any compensation to the Applicable Customer or to any other party arising from such forfeiting; no appeal or correspondence shall be entertained.

3.4 By participating in the Campaign, each Customer agrees and understands that the terms and conditions of the Applicable Loan that may be granted to the Customer shall be on such terms and conditions as UOB may so decide at its sole discretion.

3.5 Notwithstanding anything to the contrary and for the avoidance of doubt, UOB has the sole discretion to decide whether to grant the Applicable Loan to a Customer. UOB shall not be liable to pay any compensation to any Customer or any other party if UOB exercises its right not to contact the Customer, or if the Customer is not eligible for any Applicable Loan or whatsoever thereby resulting in the Customer not being eligible for the Rebate or if UOB decides not to grant any Applicable Loan to the Customer. All property loan applications are subject to approval and acceptance by UOB at its sole discretion. UOB shall not be required to give any reason or prior notice of any rejection of any loan application and shall not be liable or responsible for any rejection of any loan.

4. GENERAL TERMS AND CONDITIONS

4.1 The Rebate is not transferrable or exchangeable for credit, products or privileges or other benefits or payments in kind, whether in full or in part, and is not refundable or replaceable. UOB reserves the right to revise or amend the manner in which the Rebate is awarded or calculated in any manner whatsoever without giving any reason or prior notice or assuming any liability to any person.

4.2 Participation in the Campaign is subject to the terms and conditions stated herein. Notwithstanding anything to the contrary, UOB may, at its sole discretion, terminate the Campaign and/or change or add to any of these terms and conditions of the Campaign, in connection with the Campaign set out herein including, but not limited to, changing the Campaign Period, the Rebate to be offered or withdrawing the Campaign, at any time without giving any reason, prior notice or being liable to any person. UOB's determination of all matters in connection with the Campaign is at its sole discretion and shall be final, binding, and conclusive. UOB is not obliged to give any reason or prior notice on any matter concerning the Campaign or the Rebate and shall not be liable to any party. No appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of the Campaign or to enjoy or be awarded the Rebate.

4.3 All the prevailing terms and conditions governing the Applicable Loan granted to a Customer shall apply (collectively the "Terms") to that Customer and are to be read together with these terms and conditions relating to the Campaign set out herein. Please refer to uob.com.sg and the applicable letter of offer granted to that Customer in connection with the Applicable Loan for the full Terms. In the event of any conflict or inconsistency between the terms and conditions relating to the Campaign and any of the Terms, the terms and conditions of the Campaign shall prevail only to the extent of matters relating to the Campaign. In the event of any conflict or inconsistency between the terms and conditions relating to the Campaign as set out herein and any terms set out in any marketing material prepared for the Campaign, the terms and conditions of the Campaign set out herein shall prevail. While all information provided herein is believed to be correct and reliable at the time of printing or publishing or posting online, UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or reliability for its completeness or accuracy.

4.4 UOB's determination of all matters in connection with the Campaign is at its sole discretion and shall be final, conclusive, and binding on all parties. UOB is not obliged to give any reason or prior notice on any matter relating to the Campaign or to enter into any correspondence with any persons. No communication, payments, correspondences, claims and/or appeals will be entertained. UOB has the right and discretion to determine whether any Customer has met all the requirements of the Campaign (including, but not limited to, whether such Customer is entitled to receive the Rebate).

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- 4.5 The Campaign is not valid with other promotions or offers.
- 4.6 (i) By participating in the Campaign, each Customer agrees to be bound by the rules, regulations, and decisions of UOB, by the terms contained herein, and by any other applicable terms and conditions. Failure to comply with any of the foregoing will result in a disqualification for the Campaign.
- (ii) By participating in the Campaign, each Customer is deemed to have consented to the collection, use and disclosure of his/her personal data by UOB, the organizers, sponsors, promoters and/or their respective contractors for verifying the eligibility of each Customer, verifying the identity of the each Customer at the time of utilization or awarding of the Rebate, conducting the Campaign, announcing/publicity of each Customer (including having the each Customer's photo taken/published), contacting each Customer regarding the foregoing, and all purposes and promotions incidental to the Campaign.
- (iii) Without prejudice to the other terms and conditions of the Campaign, each Customer expressly and irrevocably permits and authorises UOB to disclose, reveal and divulge information regarding each Customer's information and particulars to any person (including, without limitation, the parties involved in organising, promoting, and conducting the Campaign and the provision of the Campaign and the Rebate) as UOB deems fit at its discretion in connection with the Campaign.
- (iv) UOB will not be liable or responsible for (a) any injury, loss, expenses, charges or damage whatsoever as a result of or in connection with the participation in the Campaign, (b) any breakdown or malfunction in any computer system or equipment or any access and/or use or failure or inability to access and/or use any websites or app or any inability to download any website, app or document/form or (c) any loss or damage or expenses arising in connection with the Campaign or reliance on any third-party links or any website, app or document/form, howsoever arising, including without limitation, from any late or non-notification, any error in computing, technical hardware or software breakdown, malfunctions or defects, failed, delayed or incorrect transactions, or lost or unavailable network connections, or any notice that is lost or misdirected which may affect a participant's eligibility to participate in the Campaign and/or to receive/use/redeem/claim/enjoy any prize, gift or rebate. UOB makes no representation or warranty to the quality of any prize, gift or rebate provided in connection with the Campaign or the performance of any goods and services provided by any manufacturer, merchant, agent, supplier, or service provider in connection with any prize, gift, or rebate.
- 4.7 A person who is not a party to these terms and conditions or any agreement governed by these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce or enjoy the benefit of such term and condition or such agreement.
- 4.8 These terms and conditions are governed by Singapore laws and all parties participating in the Campaign agree to submit to the exclusive jurisdiction of the courts of Singapore.
- 4.9 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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