

# TERMS AND CONDITIONS GOVERNING THE FEBRUARY AND MARCH 2024 UOB MIGHTY FX ACQUISITION OFFER

### 1. **DEFINITIONS**

- 1.1 "Promotion" means this February and March 2024 UOB Mighty FX Acquisition Offer.
- 1.2 **"Promotion Period**" means the period between 20 Februrary 2024 to 31 March 2024, both dates inclusive.
- 1.3 "UOB" means United Overseas Bank Limited.

## 2. PROMOTION

- 2.1. This Promotion is only open to new and existing clients of UOB.
- 2.2. By participating in this Promotion, you agree to be bound by the terms and conditions of this Promotion (the "**Terms**").
- 2.3. To participate in the Promotion, you must satisfy all of the following conditions during the Promotion Period:
  - (a) you must have successfully signed up for a Mighty FX account ("New Mighty FX Account") online;
  - (b) your New Mighty FX account application submitted pursuant to sub-clause (a) above must be approved by 31 March 2024; and
  - (c) you must make one (1) Mighty FX conversion of a minimum of One Thousand Singapore Dollars (S\$1000) from your SGD-denominated New Mighty FX account to any foreign currency via the UOB TMRW app.
- 2.4. UOB has the right at its discretion to approve or decline any application for any reason whatsoever and is neither obliged to give any reason or prior notice on any matter concerning the application nor be liable to any person.

#### 3. Gift

- 3.1. If you satisfy all conditions in Clause 2.3 above, you shall be eligible to receive one (1) Apple AirTag (the "Gift").
- 3.2. If you are eligible to receive the Gift, a unique redemption code will be sent via SMS to you by 30 June 2024 (or such other date as UOB may determine in its sole discretion) based on your contact details in UOB's records (the "Redemption Notice").





- 3.3. The Redemption Notice will set out details on the redemption of your Gift. UOB reserves the right to decline any redemption of the Gift if any one of the requirements set out in the Redemption Notice is not met at the time of redemption. No replacement will be issued for a lost, stolen or destroyed Redemption Notice.
- 3.4. The Gift must be redeemed during the redemption period specified in the Redemption Notice. UOB will not extend the redemption period for any reason whatsoever.
- 3.5. Gifts are on a first-come-first-served basis, whilst stocks last and subject to availability. UOB shall not be required to notify and/or update on the stock availability of the Gifts.
- 3.6. You are only entitled to receive one (1) Gift under this Promotion, regardless of the number of approved Mighty FX sign ups and/or Mighty FX conversions during the Promotion Period.
- 3.7. The Gift is neither transferable nor exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable.
- 3.8. UOB may substitute the Gift with any item of equivalent or similar value, without prior notice or reason or being liable to any person.
- 3.9. The Gift is supplied by third party merchants and UOB is not an agent of the merchant and/or supplier of the Gift. Accordingly, UOB makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Gift and UOB assumes no liability or responsibility for the acts or omissions of the merchants or any non-performance or defects in the Gift. Any dispute regarding the Gift is to be resolved directly with the merchant and/or supplier of the Gift. UOB shall not be required to assist or act on your behalf in communicating with the merchant and/or supplier of the Gift. For the purposes of this clause, "Gift" includes any products and/or services provided by third party merchants in connection with the use and/or redemption of the Gift.

### 3.10. For the avoidance of doubt:

- (a) Your UOB accounts (including your Mighty FX account) must be good standing at all times as determine by UOB at its absolute discretion. In the event that any of your UOB accounts is delinquent, voluntarily or involuntarily suspended, cancelled, closed or terminated for any reason whatsoever before you receive the Gift, the Gift shall be forfeited and you shall not be entitled any compensation or payment whatsoever.
- (b) If you are eligible to receive the Gift but found to have closed your New Account and/or de-registered your Mighty FX account within two (2) months after the Promotion Period, you will be disqualified from this Promotion and deemed ineligible 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.

#### 4. Withdrawals / Closure of Account

4.1. An early account fee of S\$30 is payable if your New MightyFX Account is closed within six (6) months from the opening date of the New MightyFX Account.

### 5. General

- 5.1. You shall be solely responsible for ensuring that you maintain sufficient funds in your account to meet all your financial commitments. You shall continue to be liable for all associated charges arising from any unsuccessful processing of cheques, GIRO deductions or any other payment instructions, whether due to insufficient available funds in your account or otherwise.
- 5.2. The following individuals are not eligible to participate in this Promotion:-
  - (a) individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
  - 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.
- 5.3. 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 or liable for any undelivered, lost or delayed SMS sent and/or received. You 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 the Promotion.
- 5.4. 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 any reward under this Promotion 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 or





accessing any of UOB's online banking services or mobile banking services or third party applications, howsoever caused.

- 5.5. 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.
- 5.6. If UOB determines that you are ineligible to participate in this Promotion or to receive any reward under this Promotion, UOB may in its sole discretion forfeit the reward, reclaim the reward or charge to and debit an amount equal to the value of the reward 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 reward through such means as UOB may determine in its sole discretion.
- 5.7. The Terms shall be read in conjunction with the prevailing UOB Debit Cardmember Agreement, UOB Terms and Conditions Governing Accounts and Services, KrisFlyer UOB Terms and Conditions, UOB Debit Card Fees and Charges, NETS Terms and Conditions, UOB Terms and Conditions governing Digital Services 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.
- 5.8. UOB may, at any time and at its discretion terminate this Promotion and/or amend any of the Terms, and all persons shall be bound by such amendments.
- 5.9. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 5.10. 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 information (including your personal data) for the purposes of this Promotion and to contact you, including by voice call or text message.
- 5.11. A person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce the Terms.
- 5.12. 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.





## 6. **Deposit Insurance Scheme**

Singapore dollar deposits of non-bank depositors and monies and deposits denominated in Singapore dollars under the Supplementary Retirement Scheme are insured by the Singapore Deposit Insurance Corporation, for up to \$\$75,000 in aggregate per depositor per Scheme member by law. Monies and deposits denominated in Singapore dollars under the CPF Investment Scheme and CPF Retirement Sum Scheme are aggregated and separately insured up to \$\$75,000 for each depositor per Scheme member. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.

Please refer to UOB Insured Deposit Register for a list of UOB accounts/products that are covered under the Scheme.

