

Terms and Conditions Governing UOB Cards Spend & Win A Singapore Airlines Air Ticket Promotion (“Terms and Conditions”)

1. Eligibility

- 1.1 The “UOB Cards Spend & Win A Singapore Airlines Air Ticket” (the “**Promotion**”) is only open to Eligible Cardmembers (as defined below) subject to these Terms and Conditions.
- 1.2 For the purposes of the Promotion, the following terms are defined as follows:-
- (i) “**Eligible Cardmembers**” shall mean any participant who has complied with all of the following:-
- (a) is a principal holder of a United Overseas Bank Limited (“**UOB**”) personal credit or debit card issued in Singapore (“**Eligible Card**”);
 - (b) has made an Eligible Transaction (defined in Clause 3.2); and
 - (c) whose Card account is, in the opinion of UOB, valid, subsisting, in good standing and is not determined by UOB as being delinquent or unsatisfactorily conducted.
- 1.3 (i) For the avoidance of doubt, the following shall not be eligible to participate in the Promotion:
- (a) any person whose Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended;
 - (b) a person who is mentally unsound, facing legal incapacity or is incapable of handling his/her affairs, deceased, insolvent, bankrupt or have any legal proceedings of any nature instituted against him/her or any threat of legal proceedings of any nature instituted against him/her;
 - (c) any person whose Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined as being delinquent or unsatisfactorily conducted by UOB in its absolute discretion;
 - (d) any person UOB may decide to exclude, at its discretion, without prior notice or giving any reason at any time.
- (ii) 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 person to take part in the Promotion and shall not be obliged to give any reason or prior notice therefore and shall not be liable to make any payment or compensation whatsoever to any person rendered ineligible for participation in the Promotion.
- (iii) For the avoidance of doubt, the termination of a supplementary holder’s Card will not by itself disqualify the respective principal holder of the Card from participating in the Promotion.

2. Qualifying Period

- 2.1 The Promotion shall be for a nine month period comprising of three 3-month periods commencing from 6 June 2018 to 28 February 2019 (both dates inclusive) (the “**Promotion Period**”), where each 3-month period is each a “**Qualifying Period**”. Table A below shows the respective Qualifying Periods:

Table A

| | |
|---------------------|------------------------------------|
| Qualifying Period 1 | 6 June – 31 August 2018 |
| Qualifying Period 2 | 1 September – 30 November 2018 |
| Qualifying Period 3 | 1 December 2018 – 28 February 2019 |

3. Eligible Transactions

3.1 For the avoidance of doubt, the spending and benefit of all and any Eligible Transactions incurred by a supplementary holder of a Card during any Qualifying Period shall accrue to the respective principal holder of the Card for the purposes of the Promotion.

3.2 In this Promotion:

- (i) **“Eligible Transactions”** refer to transactions for the purchase of goods and/or services which are successfully charged to the Card by either the Eligible Cardmember or the respective supplementary holder of the Card during each Qualifying Period, and which are also successfully posted and captured in UOB’s system during the respective Qualifying Period.
- (ii) Eligible Transactions **shall not include** any (i) bill or insurance payment; (ii) payment or donations to any charitable, religious, or social organizations; (iii) payment of funds to prepaid accounts, including top-ups for any pre-paid card; (iv) installment payments under Instalment Payment Plans (whether for purchases made before, during or after each Qualifying Period); (v) online money transfers; (vi) balance/funds transfers; (vii) cash advances; (viii) fees; (ix) interests; (x) finance charges; (xi) late payment charges; (xii) annual fee charges; (xiii) reversals; (xiv) other financial charges; and/or (xv) any other transactions that UOB may exclude from time to time without prior notice or giving any reason (**“Exclusions”**).

Without limiting the generality of the foregoing, the following transactions will also be deemed as **“Exclusions”** which do not qualify as “Eligible Transactions”:

(A) Transactions incurred at establishments registered under the following Merchant Category Code (“MCC”):

- 8398 : Charitable and Social Service Organizations
- 8661 : Religious Organizations
- 9211 : Court Costs, Including Alimony and Child Support
- 9222 : Fines
- 9223 : Bail and Bond Payments
- 9311 : Tax Payments
- 9402 : Postal Services – Government Only
- 9405 : U.S. Federal Government Agencies or Departments
- 9399 : Government Services (Not Elsewhere Classified)

(B) Transactions for the payment of funds to any of the following prepaid accounts:-

- AXS Payment*
- EZ LINK*
- EZ-LINK*
- EZLINK*
- EZLINKS*
- FLASHPAY*
- NETSFLASHPAY*
- MB * MONEYBOOKERS.COM

- OANDA ASIA PAC
- OANDAASIAPA
- PAYPAL * PLUS500
- PAYPAL * PLUS500.COM
- PAYPAL * BIZCONSULTA
- PAYPAL * OANDAASIAPA
- PAYPAL * CAPITALROYA
- PLUS500
- PLUS500UK LIMITED
- Saxo Cap Mkts Pts Ltd
- SKR*PLUS500CY LTD
- SKR*SKRILL.COM
- TRANSIT*
- TRANSIT LINK*
- TRANSITLINK*
- WWW.IGMARKETS.COM.SG
- WWW.MYEZLINK.COM.SG
- WWW.PLUS500.CO.UK

(ii) UOB reserves the right at any time and from time to time at its sole and absolute discretion to vary, amend, add or delete the list of transactions above which constitute “Eligible Transactions”, and “Exclusions”, without giving any reason or prior notice or assuming any liability to anyone.

4. Prizes

- 4.1 Four (4) Eligible Cardmembers with the most number of Eligible Transactions recorded in each Qualifying Period, will each win one (1) air ticket (each a “Prize”, collectively the “Prizes”), provided that he/she has not won a Prize in an earlier Qualifying Period.
- 4.2 There will be twelve (12) winners for the Promotion Period (each a “Winner”, collectively the “Winners”). Each Eligible Cardmember may only win one Prize in the Promotion Period.
- 4.3 Should there be a tie in the number of Eligible Transactions to determine the top four (4) Eligible Cardmembers, the prize will be awarded to the Eligible Cardmember(s) with the highest combined amount of Eligible Transaction billings in Singapore dollars.
- 4.4 Transaction count will be reset at the start of each Qualifying Period. Transaction count will not be carried over to the next Qualifying Period.
- 4.5 The Prize is only valid for travel on a Singapore Airlines direct flight (booking class U). A direct flight is any flight between two points by Singapore Airlines with no change in flight numbers, which includes one or more stops at an intermediate point(s). Refer to http://www.singaporeair.com/en_UK/sg/plan-travel/destinations/ for a list of destinations under the Singapore Airlines network.
- 4.6 The Prize is not valid for code-sharing flights under the Singapore Airlines network.
- 4.7 Booking and issuance of the Prize must be done before 29 October 2018 and travel must be completed by 28 April 2019 for all Prizes in Qualifying Period 1. Booking and issuance of the Prize must be done before 30 January 2019 and travel must be completed by 29 July 2019 for all

Prizes in Qualifying Period 2. Booking and issuance of the Prize must be done before 30 April 2019 and travel must be completed by 29 October 2019 for all Prizes in Qualifying Period 3.

- 4.8 Once the booking has been made and confirmed, no changes will be allowed.
- 4.9 Prize is non-transferrable, non-endorsable and the validity cannot be extended.
- 4.10 UOB and/or UOB Travel Planners Pte Ltd reserve the right to amend and not enter into any correspondence with regards to usage of the Prize.
- 4.11 All Winners will be notified via ordinary post (“**Letter**”) to the Winner’s last known address in UOB’s record by 30 September 2018 for Qualifying Period 1, 31 December 2018 for Qualifying Period 2 and 31 March 2019 for Qualifying Period 3. The names of the Winners will be announced on UOB’s website uob.com.sg/gameon by 30 September 2018 for Qualifying Period 1, 31 December 2018 for Qualifying Period 2 and 31 March 2019 for Qualifying Period 3.
- 4.12 UOB may, at any time without prior notice to the Winner, in its discretion, substitute the Prize with another prize of similar value.
- 4.13 All prices and values of the Prize set out in any advertising, promotional, publicity and other materials are purely indicative and for information purposes only and such prices and values may vary in accordance with market fluctuations and other market conditions. UOB accepts no liability for any loss howsoever arising from the use of or reliance on such indicative prices and values.
- 4.10 To claim the Prize, the Winner needs to ensure his/her customer account (to which the Eligible Transactions are charged) is valid and subsisting as at point of fulfilment: 16 September 2018 for Qualifying Period 1, 16 December 2018 for Qualifying Period 2 and 16 March 2019 for Qualifying Period 3.
- 4.11 UOB reserves the right to award the Prizes to reserve Winners to substitute any Winner subsequently found to be ineligible or disqualified. UOB’s decisions on this shall be final, conclusive and binding. No correspondence or claims will be entertained. If any Winner is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Prize, UOB reserves the right to forfeit the Prize and grant 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 Prize. Where the Prize was granted to a Winner who was subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Prize, UOB shall be entitled to claim from the Winner a reimbursement for the value of the Prize. No person shall be entitled to any payment or compensation from UOB should UOB exercise its discretion in this clause.

5. Participation and Personal Data

- 5.1 By participating in the Promotion, Eligible Cardmembers are 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 the Eligible Cardmember, conducting the Promotion, announcing/publicity of the Winners of the Promotion (including having the Winner’s photo taken/published), contacting the Winners regarding the foregoing, and all purposes and promotions incidental to the Promotion.
- 5.2 The Winner shall, if required by UOB, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with this Promotion at his/her own costs.

6. General

6.1 UOB shall not be responsible or liable:-

- (i) for any failure or delay in the transmission of any of the Eligible Transactions (or any part thereof) or any sale transactions or receipt of evidence of sale transactions or the Eligible Transactions by any card associations, acquiring merchants, merchant establishments, merchant acquirer, postal or telecommunication authorities or any other parties which may result in a charge incurred by the participant or the applicable supplemental holder of a Card being omitted (whether from being posted to the Card account of the participant and/or posted or captured in UOB's system or otherwise) during the Qualifying Period;
- (ii) for any late posting of any of the Eligible Transactions (or any part thereof) or for any failure in the Eligible Transactions (or any part thereof) being transacted by Card account of the participant or being captured in UOB's system;
- (iii) for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which is not received in time;
- (iv) for any breakdown or malfunction in any computer system or equipment;
- (v) 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 authorities 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
- (vi) for any cost, damage, claim of, loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising.

- 6.2
- (i) UOB does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Winner's receipt of the Letter or any Letter which gets lost or misplaced or tampered with or defaced or stolen or misdirected or damaged or misdirected in the post or which is not received or which has expired . Any Letter that is forfeited or which has expired or which is not used or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged or which the Winner does not receive is strictly non-replaceable and not exchangeable for cash or otherwise. No payment or compensation whether in cash, credit, other goods or services or other gifts or kind, in full or in part, shall be made for any letter or, where applicable, that is forfeited or which has expired or which is not used or which is lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged or which the Winner does not receive.
 - (iii) UOB will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Prize 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 Prize or any goods or services redeemed under the Promotion.
 - (iv) 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.
 - (v) The merchants, agents, suppliers or service providers may impose conditions for the redemption of the Prize 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 Prize 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 without prior notice or giving any reason or being liable to any person. No correspondence appeal or claims will be entertained.

- 6.3 Notwithstanding anything to the contrary, UOB reserves the right, at its sole and absolute discretion and at any time and without giving prior notice or any reason, to vary, amend, add or delete any of the Terms and Conditions herein (including, but not limited to, the Qualifying Period, the eligibility terms and criteria, and the timing of any act to be done, how each of the Eligible Cardmembers is to be notified that she is eligible for the Promotion without giving any reason, prior notice and/or without assuming any liability to any person and no appeal, correspondence or demands or claims will be entertained and no payment or compensation will be given or paid by UOB.
- 6.4 UOB's decision on all matters relating to the Promotion is at its discretion and shall be final, conclusive and binding on all participants. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any persons on any matter concerning the Promotion or its decision and no appeal, correspondence or demands or claims will be entertained and no payment or compensation will be given or paid by UOB.
- 6.5 Participation in the Promotion is subject to the Terms and Conditions and all participants are deemed to have accepted the Terms and Conditions when they participate in the Promotion. Failure to comply with any of the foregoing will result in a disqualification from the Promotion.
- The terms and conditions of the prevailing UOB Cardmembers Agreement together with the prevailing terms and conditions governing the applicable Card (collectively the "**Standard Terms**") shall continue to be binding on all participants. Please visit uob.com.sg for the Standard Terms. The Terms and Conditions herein shall prevail in the event of any inconsistency between: (i) the Terms and Conditions herein and any advertising, promotional, publicity or other materials relating to the privileges and/or benefits stated herein; (ii) the Terms and Conditions herein and the Standard Terms on matters which relate to the Promotion.
- 6.6 All information is correct at the time of publishing and UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 6.7 The Promotion, the Terms and Conditions, including all matters arising out of or in relation to the Promotion shall be governed by the laws of Singapore, and all participants who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 6.8 A person who is not a party to the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any terms of the Terms and Conditions.
- 6.9 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.