

Terms and Conditions Governing UOB YOLO - YOLO EAT Contest Campaign (“Terms and Conditions”)

1. This “**YOLO EAT Contest Campaign**” (the “**Campaign**”) commences from 7 April 2017 to 27 April 2017, both dates inclusive (the “**Campaign Period**”) within Singapore only.
2. The Campaign is open to the following person(s) who fulfils all the following conditions: -
 - (a) has a valid and existing Facebook account; and
 - (b) resides in Singapore and has a Singapore mailing address(collectively “**Individuals**”, and each an “**Individual**”).
3. (a) An Individual who meets all the following conditions during the Campaign Period is eligible for the Campaign (“**Participant**”):-
 - i. logged on to his/her Facebook account to participate in the **YOLO EAT Contest Campaign**;
 - ii. clicked on the relevant Facebook post in connection with the **YOLO EAT Contest Campaign** – Participant will be directed to the relevant **YOLO EAT Contest Campaign** webpage;
 - iii. select their desired location on the **YOLO EAT Contest Campaign** webpage;
 - iv. authorize the YOLO EAT Facebook App; and
 - v. agree to the YOLO EAT contest Terms and Conditions to participate in the **YOLO EAT Contest Campaign**.
- (b) Selected winners are required to enter his/her name or email address, tag at least three unique Facebook friends and share the relevant Facebook post in “Public” setting to claim the daily prize. In the event where any of the actions are incomplete within a given session, the Participant is not eligible for any prize claim.
4. Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and from time to time to exclude or determine the eligibility of any person to participate in the Campaign and shall not be obliged to give any reason or prior notice and shall not be liable to make any payment or compensation whatsoever to any person rendered ineligible for participation in the Campaign.
5. Notwithstanding anything herein to the contrary, UOB and GERMS (the “**Agency**”) (or any other agent or service provider appointed at UOB’s discretion) have the absolute discretion at any time and from time to time to determine the eligibility of any Individual and/or any Participant to participate in this Campaign, as well as to determine and/or vary any eligibility conditions in relation to this Campaign. Neither UOB nor Agency shall be obliged to give any reasons for and/or in relation to its exercise of discretion, or be liable to any party.
6. (a) There will be a total of twenty-one (21) unique winners during the contest period (each a “**Winner**” and collectively the “**Winners**”). One (1) Winner will be picked per day for each day of the Campaign Period. Each Winner will receive a S\$200 dining voucher for one-time and same-day usage only with the appointed Merchant (the “**Prize**”). Every Winner must be able to furnish documentary evidence to the satisfaction of UOB and the appointed Merchant that he/she is indeed a Winner, including but not limited to producing the validation email sent to the Winner.

(b) Prizes will be available for redemption with the following appointed merchants (the “Merchant”) only, on the below stated periods:-

- i. Open Farm Community: 7 April 2017 to 13 April 2017
- ii. Open Door Policy: 14 April 2017 to 20 April 2017
- iii. HOUSE @Dempsey: 21 April 2017 to 27 April 2017

7. Terms and Conditions on the redemption of each Prize:

- (a) Each one-time usage meal voucher is worth S\$200 and redeemable with the relevant Merchant only.
- (b) Each Prize may only be utilized in a single receipt. Patronage with the Merchant for redemption of the Prize is subject to the Merchant’s opening hours. Winners are to make prior reservation with the Merchant to confirm redemption of the Prize.
- (c) Redemption of the Prize is subject to availability with the Merchant, and there shall be no changes to reservation details once confirmation has been made.
- (d) Any additional charges incurred by a Winner beyond the value of the Prize i.e. S\$200 are payable by the Winner to the Merchant directly.
- (e) The Prize is to be redeemed by each Winner on the same day that the Prize is awarded i.e. before 2359hrs of the day the Prize was awarded, **SUBJECT ALWAYS** to the Merchant’s opening hours.
- (f) Any Prize (or any residual value thereof) not redeemed within the above-stated timeline (i.e. on the same day the Prize was awarded) shall be forfeited and no replacement, compensation, and/or payment of any kind shall be made, and no appeal, correspondence or claims whatsoever shall be entertained.

8. UOB and/or Agency’s decision on and method of selecting Winners shall be at its absolute discretion and shall be final, conclusive and binding and UOB shall not be liable for payment or compensation to any party. No appeal, correspondence or claims or payment of compensation will be entertained.

9. Notwithstanding anything to the contrary herein, UOB and/or Agency reserves the right to select another Winner to substitute any Winner who is subsequently found to be ineligible or disqualified from participating in this Campaign. UOB and/or Agency’s determination of the substitute Winner shall be final, conclusive and binding. No appeal, correspondence or claims or payment of compensation will be entertained.

10. Each Winner will be notified via his/her Facebook email account (or such other email as may be provided by the Participant) on the same day the Prize is awarded. Every Winner is required to claim his/her Prize in accordance with the redemption details provided. If the Prize remains unclaimed by the due date, the said Prize will be forfeited (without any liability on the part of UOB). No payment or compensation whether in cash, credit or kind shall be made for the forfeited Prize notwithstanding non-receipt of notification.

11. (a) By taking part in the Campaign, each Winner (and any substitute Winner as the case may be) hereby irrevocably and unconditionally agrees and acknowledges that UOB has the right, at its discretion, to do any of the following if UOB subsequently finds out that the Winner is not eligible to participate in the Campaign or is disqualified from participating in the Campaign

and/or, if the Prize is already awarded, the Winner is not eligible to receive or to redeem the Prize:-

- i. cancel the Prize to be awarded to the Winner;
- ii. if the Prize has already been awarded or redeemed by the Winner, to reclaim the Prize from the Winner or make deductions from the Customer's UOB accounts or otherwise; and/or
- iii. award or dispose of the Prize in such manner and/or to such person as UOB deems fit at its absolute discretion without payment, compensation, or giving any reason.

(b) Any Winner whose Prize has been forfeited or reclaimed or whose Prize has become null and void shall not be entitled to a replacement Prize or any payment or compensation notwithstanding non-receipt of the Prize. Any Prize that has been forfeited or reclaimed or which Prize has become null and void or which has expired or is un-redeemed or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged is strictly nonreplaceable. No payment or compensation whether in cash, credit or kind shall be made for any unredeemed Prize or any Prize that has been forfeited or reclaimed or any Prize that has become null and void or which has expired or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged.

12. By participating in the Campaign, the Individuals, the Participants, and the Winners expressly and irrevocably:-

- (a) agree to disclose to UOB, to the Agency, and to Facebook, their names, pictures and such other particulars or information that is relevant (as determined by UOB in its sole discretion) for the purposes of this Campaign;
- (b) permit, consent and authorize UOB and the Agency to disclose, reveal, divulge and publish their names, pictures and such other particulars or information that is relevant (as determined by UOB in its sole discretion) to any party (including Facebook) for the purpose of organizing, promoting, advertising, publicizing, sponsoring and/or conducting the Campaign and to contact the relevant Winners;
- (c) consent to receiving promotional, marketing and other publicity information from UOB from time to time;
- (d) agrees to having photographs and/or videos taken of him/her by UOB and/or Agency, and having said photographs and/or videos used in any advertising, promotional and publicity and/or commercial activities organized by UOB in relation to the Campaign, including but not limited to the posting/sharing of such photographs and/or videos on Facebook; and
- (e) agrees to co-operate with UOB and/or Agency and shall, if required by UOB at its absolute discretion, participate in any other advertising, promotional and publicity and/or commercial activities organized by UOB in relation to the Campaign (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.

13. Participation in the Campaign is subject to these Terms and Conditions and all Individuals are deemed to have accepted these Terms and Conditions when he/she participates in the Campaign. The Individuals, the Participants, and the Winners 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.

14. UOB shall not be responsible or liable:-

- (a) for any SMS, email, notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which is not received in time;
- (b) for any breakdown or malfunction in any computer system or equipment;
- (c) for any person's inability to access the **YOLO EAT Contest webpage** or Facebook or to share the results of his/her the **YOLO EAT Contest Campaign** or to tag any of his/her friends in accordance with Paragraph 3 above for any reasons whatsoever; or
- (d) if UOB is unable to perform its obligations hereunder as a result of (whether directly or indirectly) the delay or failure of any third party including, but not limited to, the Agency, Facebook, 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.

15. The Prize and the redemption of the Prize is subject to any such further terms and conditions as may be imposed by the merchants, agents, suppliers or service providers of the Prize. The Prize is not transferable or exchangeable for cash, credits or otherwise in full or in part or refundable. UOB and the Agency shall each not be responsible or liable for any consequences including, but not limited to, loss of life, injury to person and/or damage to property arising from or in connection with the Campaign and/or redemption or use of the Prize. UOB and the Agency each assumes no liability or responsibility and will each not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of the Prize offered in the Campaign or the acts or defaults of the merchant, agent, supplier or service provider of the Prize or defects or deficiency in the Prize offered in the Campaign. UOB and the Agency are each not agents of the merchants, agents, suppliers or service providers. Any disputes about quality or service standard with the Prize must be resolved directly with the merchants, agents, suppliers or service providers. The merchant, agent, supplier or service provider may impose terms and conditions for the redemption or utilization of the Prize or the goods or services.

16. Notwithstanding anything to the contrary herein, UOB's decisions on all matters relating to the Campaign is at its discretion and shall be final, conclusive and binding on the Individuals. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any Individual or any persons on any matter concerning the Campaign 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.

17. UOB may, at any time and from time to time in its sole and absolute discretion and without prior notice or assigning any reason thereof or assuming any liability or payment of compensation to any person, substitute, replace or change the Prize stipulated herein, with another prize of similar value (whether in cash or otherwise). UOB's determination of the substituted prize shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained.

18. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to terminate the Campaign or to determine and/or

amend, by addition to, subtraction from or variation of, these Terms and Conditions without prior notification or assigning any reason or assuming any liability to any party, including, but not limited to, the eligibility terms and criteria, the selection of the Winners, and the timing of any act to be done, and all Individuals and Participants shall be bound by these amendments.

19. 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 reliability for its completeness or accuracy. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Campaign, these Terms and Conditions shall prevail.
20. A person who is not a party to these Terms and conditions and/or any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of these Terms and Conditions or any term of such agreement.
21. These Terms and Conditions and the Campaign shall be governed by the laws of Singapore, and all the Individuals and all the Participants who participate in the Campaign shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
22. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

Updated of 6 April 2017