



**Terms and Conditions for UOB Privilege Account Dyson Promotion
(2 December 2019 to 28 February 2020)**

1. Definitions

- 1.1 **“Account”** means a new or existing UOB Privilege Account which is valid, subsisting and in good standing at all times as determined by the Bank in its absolute discretion.
- 1.2 **“Accountholder”** means the primary holder of the Account.
- 1.3 **“Bank”** or **“UOB”** means United Overseas Bank Limited.
- 1.4 **“Fresh Funds”** means funds (i) in the form of non-UOB cheques or non-UOB cashier’s order; (ii) that are not transferred from any existing UOB current/savings or fixed deposit account; or (iii) that are not withdrawn from any existing UOB current/savings or fixed deposit account and re-deposited (whether part or all of the amounts withdrawn) into the Account at any time during the Promotion Period.
- 1.5 **“Gift”** refers to a set of Dyson products comprising the following: Dyson V11™ Absolute Cord-Free Vacuum, Dyson Pure Cool™ Tower TP00 Purifying Fan and Dyson Airwrap™ styler Smooth + Control (worth S\$2,197 in total).
- 1.6 **“Incremental Fresh Funds Balance”** refers to the daily difference between each day-end Account balance and the November 2019 MAB.
- 1.7 **“Monthly Average Balance”** or **“MAB”** refers to the sum of each day-end Account balance in a particular calendar month, divided by the number of calendar days in that month. In respect of new Accounts opened during the Promotion Period, the MAB for such Accounts in November 2019 shall be zero.
- 1.8 **“Participation Form”** refers to the form to be completed by the Accountholder in order to participate in the Promotion.
- 1.9 **“Promotion”** means this UOB Privilege Account Dyson Promotion (2 December 2019 to 28 February 2020).
- 1.10 **“Promotion Period”** means the period from 2 December 2019 to 28 February 2020, both dates inclusive.

2 Promotion

- 2.1 This Promotion is open to all new and existing Accountholders.
- 2.2 By participating in this Promotion, you agree to be bound by the terms and conditions of this Promotion (the **“Terms and Conditions”**).

- 2.3 The first 150 Accountholders who fulfill all of the following conditions will each be eligible to receive the Gift (collectively, the “**Eligible Accountholders**”):
- (i) (A) (for existing Accountholders) you must deposit at least S\$350,000 in Fresh Funds into your Account at any time during the Promotion Period; and (B) (for new Accountholders) you must have successfully opened a new Account at any UOB branch in Singapore and must have made an initial deposit into your Account of at least S\$350,000 in Fresh Funds at any time during the Promotion Period;
 - (ii) you must complete and submit the original signed Participation Form to us at any time during the Promotion Period. For new Accountholders, the Participation Form must be submitted to UOB on the same day the deposit of Fresh Funds is made pursuant to this Clause 2.3;
 - (iii) the Fresh Funds deposited into the Account pursuant to this Clause 2.3 must result in an Incremental Fresh Funds Balance of at least S\$350,000 when compared against your November 2019 MAB; and
 - (iv) you must earmark at least S\$350,000 of the Fresh Funds deposited into your Account pursuant to this Clause 2.3 for a period of 4 months from the date of deposit (the “**Earmark Period**”). The funds earmarked for this Promotion cannot be withdrawn during the Earmark Period. For the avoidance of doubt, you shall only be entitled to the Bank’s prevailing interest rates for your Account during the Earmark Period.
- 2.4 Eligibility to receive the Gift is subject to the Fresh Funds deposited under this Promotion being successfully earmarked by us.
- 2.5 Each Eligible Accountholder shall only be entitled to receive one Gift.
- 2.6 Gifts are on a first-come-first-served basis and are subject to availability. UOB shall not be required to notify and/or update any customers on the stock availability of the Gift.
- 2.7 The Gift is not exchangeable for cash, credit or kind, in full or in part, and is not replaceable if lost, damaged or stolen.
- 2.8 Without limiting the generality of the above, the following persons shall not be 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 during this Promotion Period;
 - (b) individuals whose UOB account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined by UOB as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its sole discretion;
 - (c) individuals who are mentally unsound, facing legal incapacity or is 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.

3 Redemption of Gift

- 3.1 Eligible Accountholders will be sent a redemption notice notifying them of their eligibility to receive the Gift by the dates set out below (or on such other date as UOB may in its discretion decide) (the “Redemption Notice”):

Date of Fresh Funds Deposit	Redemption notification date
2 December to 31 December 2019	31 January 2020
2 January to 31 January 2020	28 February 2020
3 February to 28 February 2020	31 March 2020

- 3.2 The Redemption Notice will be sent by letter to the mailing address of the Eligible Accountholder based on UOB’s records.
- 3.3 Details for the redemption of the Gift will be stated in the Redemption Notice. UOB reserves the right to decline any redemption of the Gift if any one of the requirements set out in the Redemption Notice are not met at the time of redemption.
- 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. Any Gift not redeemed by end of the redemption period shall be forfeited (with no liability on the part of UOB). Any Eligible Accountholder whose Gift has been forfeited shall not be entitled to any payment or compensation, whether in cash, credit or kind.
- 3.5 UOB may substitute the Gift with any item of equivalent or similar value, without prior notice of reason or being liable to any person.
- 3.6 The Gift is strictly non-transferable, non-assignable and non-exchangeable. No payment or compensation whether in cash, credit or kind shall be made for any uncollected, misplaced, lost, defaced, stolen or damaged Gift.
- 3.7 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 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.
- 3.8 UOB shall not be required to assist or act on the Accountholder’s behalf in communicating with the merchant and/or supplier of the Gift.
- 3.9 UOB shall 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.

4 Withdrawal/Closure of Account

- 4.1 If an Eligible Accountholder withdraws the Fresh Funds deposited from the Account within the Earmark Period, or is otherwise discovered to be ineligible for this Promotion, the Bank may at its discretion forfeit the Gift or charge to and debit an amount equal to the value of the Gift from the Account or any other account that the said Accountholder has with the Bank. If the monies standing to the credit of the Account or such other accounts are insufficient to reimburse the Bank, the Accountholder shall immediately reimburse the Bank for the value of the Gift through such modes and means as the Bank decides at its discretion.
- 4.2 An early account closure fee of S\$30 is payable if any new Account is closed within six (6) months from the account opening date of the new Account.

5 General

- 5.1 Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party and UOB shall not be responsible or liable for any undelivered, lost or delayed SMS sent to, sent by, and/or received by you. 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. The SMS vendor, independent telecommunication authorities or service provider or such other third party is a third party and is independent and beyond the control of UOB. UOB shall not be responsible or liable in any manner whatsoever for the delay in the transmission or receipt of any SMS or for any lost SMS.
- 5.2 You will need to maintain sufficient funds in the account to meet 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.
- 5.3 The Bank shall not be responsible or liable:-
- (a) for any late posting of any application for an Account to the Bank or for any failure in the Bank's receipt of the application for an Account;
 - (b) for any SMS, notification, notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which is not received in time or which you do not receive for any reason whatsoever;
 - (c) for any breakdown or malfunction in any computer system or equipment;
 - (d) if the Bank 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 the Bank; or
 - (e) for any cost, damage, loss or expense incurred by you or any other person in connection with the Promotion, howsoever arising.

- 5.4 The Bank 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. The Bank's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given. The Bank shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to the Promotion or its decision or to assume any liability to any person and no appeal, correspondence or claims will be entertained.
- 5.5 These Terms and Conditions shall be read in conjunction with the Bank's prevailing Terms and Conditions Governing Accounts and Services (Individual Customers) 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 Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency; and (ii) the Term and Conditions and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail to the extent that such discrepancy relates to this Promotion.
- 5.6 Notwithstanding anything in the Terms and Conditions, the Bank may, at any time and at its discretion terminate the Promotion and/or vary any of the Terms and Conditions without giving any reason or prior notice or assuming any liability to any person, and all persons shall be bound by these amendments.
- 5.7 While all the information provided herein is believed to be reliable at the time and date of printing, the Bank makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 5.8 Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 5.9 By participating in the Promotion, you are deemed to have consented to the collection, use and disclosure of your personal data by the Bank, the organisers, sponsors, promoters, merchants, vendors and/or their respective contractors for the purposes of the Promotion including verifying your eligibility, contacting you by telephone, mobile phone, email, letter or SMS regarding the Promotion, and all other purposes incidental to the Promotion.
- 5.10 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 the Terms and Conditions.
- 5.11 The Terms and Conditions 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.
- 5.12 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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 S\$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 S\$75,000 for each depositor per Scheme member. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.