

TERMS AND CONDITIONS - UOB BUSINESS BANKING PROMOTION

1. PROMOTION

1.1 Under the UOB Business Banking Promotion (“Promotion”), each of the Business Banking Offers (each an “Offer” and collectively the “Offers”) listed below:-

(a) is provided by the applicable merchant(s)/provider(s) listed on <https://www.uob.com.sg/business/businessprivileges.page> (collectively “Providers” and each a “Provider”);

(b) is valid until 31 December 2020, 2359 hours or such other date as set out in the prevailing terms and conditions of the Provider for the applicable Offer, whichever is the earlier and is provided on a “first come, first served” basis and a “while stocks last” basis;

(c) is exclusive to and can only be received/used/redeemed/claimed/enjoyed on a “once only basis” by a Customer (as defined in Clause 2 below) and that Customer:

- (i) is contacted by the applicable Provider to receive/use/redeem/claim/enjoy that Offer; and
- (ii) has also fulfilled the applicable Provider’s eligibility criteria (if any) to receive/use/redeem/claim/enjoy such Offer;

(d) are listed in Singapore Dollars, unless stated otherwise and may be subject to prevailing government taxes and service charges, where applicable and UOB will not be responsible or liable to any party or person for any payments for the Offers and the goods and services and/or the prevailing government taxes and service charges.

2. ELIGIBILITY

2.1 For the purposes of the Promotion and Offers, the term “Customer” means corporate customers of UOB.

2.2 Without limiting the generality of Clause 2.1 above, the following Customers are not eligible to take part in the Promotion:-

(a) Customers who are or have become mentally incapacitated, deceased, insolvent, bankrupt, wound up or have (or any threat of) legal proceedings of any nature instituted against them or faces legal incapacity or is incapable of handling their affairs; and

(b) Customers who UOB or any of the applicable Providers may decide, at any time, to exclude at their discretion without prior notice and without furnishing any reason.

2.3 Notwithstanding anything herein to the contrary, each of UOB and the applicable Provider has the discretion at any time and without having to give any prior notice or any reason or being liable to any person to determine the eligibility and/or ineligibility of any Customer for the Promotion and/or the Offers and such determination shall be final, binding and conclusive. UOB and the Provider shall not be obliged to give any reasons or prior notice thereof and shall not be obliged to make any payment or compensation whatsoever to any Customer rendered ineligible for participation in the Promotion or to receive/use/redeem/claim/enjoy the Offers.

- 2.4 All Customers are advised to check with the relevant Provider concerned before applying for/redeeming the Offers.

3. GENERAL TERMS AND CONDITIONS

- 3.1 All Offers and the goods and services provided are not transferrable or exchangeable for cash, credit, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB and the Providers (and any one of them) reserves the right to replace any of the Offers with another item of similar value or withdraw/cancel/discontinue the Offers and/or the Promotion at any time without giving any reason or prior notice or assuming any liability to any person.
- 3.2 Notwithstanding anything herein to the contrary, each of the Providers has the sole discretion to decide whether or not to contact the Customers in connection with the Offers and/or to provide the applicable Offer to the Customers.
- 3.3 Participation in the Promotion and the Offers is subject to the terms and conditions stated herein and to the relevant Provider's terms and conditions of the applicable Offer. Notwithstanding anything to the contrary, UOB may, at its discretion and at any time, withdraw or discontinue the Promotion and/or change or add to any of these terms and conditions of the Promotion including, but not limited to, the type Offers given under the Promotion, at any time without giving any reason, prior notice or being liable to any person. Notwithstanding anything to the contrary, any Provider may, at its discretion and at any time, withdraw or discontinue their Offers and/or change or add to any of the terms and conditions of the Offers that that Provider is providing including, but not limited to, changing any offer period, the type of Offer provided (including, without limitation, the value of the Offer), at any time without giving any reason, prior notice or being liable to any person. UOB's and the Providers' determination of all matters in connection with the Promotion and the Offers are at their discretion and shall be final, binding and conclusive on all parties. UOB and the Providers are not obliged to give any reason or prior notice on any matter concerning the Promotion or any of the Offers. No communication, appeal, correspondence or claims will be entertained.
- 3.4 UOB is not an agent or supplier of the product, Offers or goods and services offered under the Promotion/Offers set out herein and is not liable for any claims from any parties in relation thereof, and is not liable or responsible for any defects, the quality, service standard, merchantability or the fitness for any purpose or any other aspect of the product, Offer and/or goods and services offered under the Promotion/Offers and/or any goods or services provided by any manufacturer, merchant, agent, supplier or service provider (including, the Providers) or the acts or defaults of the manufacturer, merchant, agent, supplier or service provider (including, the Providers) of the Offer or the defects or deficiency in the product, Offers and/or goods and services offered under the Promotion and the Offers set out herein, howsoever arising. Any dispute about the quality or service standard must be resolved directly with the merchant, supplier or manufacturer or service provider (including, the Provider). The merchant, supplier or manufacturer or service provider (including, the Providers) may impose conditions for receipt/ usage/ redemption/ claiming/ enjoyment of the product, Offer and/or goods and services offered under the Promotion/Offers.
- 3.5 While all information provided herein is believed to be correct and reliable at the time of posting or publishing, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for the completeness or accuracy of the information. In the event of any conflict or inconsistency between the terms and conditions relating to the Promotion as set out

herein and any terms set out in any marketing material prepared for the Promotion, the terms and conditions of the Promotion set out herein shall prevail.

- 3.6 UOB may provide links to websites, software applications or mobile applications (“Third Party Links”) owned, controlled or offered by third parties (including, without limitation, the Providers). Access to and the use of such Third Party Links is at the Customer’s own risk and subject to the terms and conditions applicable to such access and/or use. For the avoidance of doubt, by creating a link to a Third Party Links, the UOB Group shall not be construed as endorsing or recommending any product or service offered or as verifying any information contained in any such Third Party Links. Accordingly, the UOB Group will not be responsible for and makes no representation or warranty for any and all information, materials, products or services (or any failure thereof) contained in or offered at any such Third Party Links linked to/from any UOB website. The term “UOB Group” refers collectively to UOB, its subsidiaries and associated companies.
- 3.7 All the prevailing terms and conditions governing the respective Offers together with the prevailing UOB Legal Notices (available at <http://www.uob.com.sg/important/index.html#links>) shall apply (collectively the “Terms”) and are to be read together with these terms and conditions relating to the Promotion set out herein. In the event of any conflict or inconsistency between the terms and conditions relating to the Promotion and any of the Terms, the terms and conditions of the Promotion shall prevail only to the extent of matters relating to the above Promotion. In the event of any conflict or inconsistency between the English version of any marketing material prepared for the Promotion and the version of any marketing material prepared in another language, the English version shall prevail.
- 3.8 UOB assumes no liability or responsibility for or arising from or in connection with 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 for any loss or damage or expenses arising in connection with the Promotion and/or the Offers or reliance on any Third Party Link 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 Customer’s eligibility to participate in the Promotion and/or to receive/use/redeem/claim/enjoy the Offers. No payment or compensation shall be paid. UOB makes no representation to the quality or performance of the Offer or the goods and services provided by the manufacturer, merchant, merchant, agent, supplier or service provider (including, without limitation, any Provider) in connection with the Offers.
- 3.9 UOB and/or the Providers shall not be held liable or responsible for any loss, injury, damage, harm, costs, charges or expenses suffered as a result of or in connection with the Promotion and/or the Offers, for whatever reason and howsoever arising.
- 3.10 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 right under the Contracts (Rights of Third Parties) Act (Cap. 53B Singapore) to enforce or enjoy the benefit of any of these terms and conditions and/or term of such agreement.
- 3.11 These terms and conditions are governed by Singapore laws and all parties participating in the Promotion agree to submit to the exclusive jurisdiction of the Singapore Courts.

- 3.12 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.
- 3.13 Headings in the terms and conditions herein are for ease of reference only and shall not affect its interpretation.

United Overseas Bank Limited Singapore Company Reg No. 193500026Z