

## UOB Business Banking Get Up to 100% Loan to Valuation (LTV) Terms and Conditions

### 1. ELIGIBILITY FOR PROMOTION

- 1.1 (i) This “*UOB Business Banking Get up to 100% LTV*” (“**Campaign**”) is available to all non-individual customers of United Overseas Bank Limited (“**UOB**”) who is applying for the following Business Property Loans (“**BPL**”) from the Business Banking Segment of UOB (“**Customer(s)**”):-
- (a) a new Business Property Loan from UOB for the purposes of refinancing a business property loan obtained from another bank or financial institution for the purchase of a Property; and
  - (b) a new Business Property Loan and Gear Up Loan from UOB for the purposes of refinancing a business property loan obtained from another bank or financial institution for the purchase of a Property; and
  - (c) the repricing of an existing Business Property Loan (for the purchase of Property) granted by UOB; and
  - (d) the repricing of an existing Business Property Loan and Gear up (for the purchase of Property) granted by UOB
- (ii) For the purpose of the campaign, the term “**Property**” refers a completed commercial property located in Singapore; and
- (iii) For owner occupation only
- 1.2 Without limiting the generality of the above, the following persons shall NOT be eligible for the Promotion:-
- (i) directors or employees/staff of UOB or any of UOB’s subsidiaries during the Promotion Period and their immediate family members;
  - (ii) employees and staff of any auditors, advertising agency, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promoting and/or conducting the Promotion and their immediate family members;
  - (iii) persons whose UOB accounts is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime and for any reason whatsoever;
  - (iv) parties who during the Promotion Period are or have become mentally incapacitated, wound up, deceased, insolvent or who face legal incapacity;
  - (v) parties who face legal proceedings of any nature or have any legal proceedings of any nature threatened against them; and

- (vi) parties who UOB may decide to exclude at its discretion without notice and without furnishing any reason, at any time

1.3 Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and without having to give any reason, to determine the eligibility of the Customer(s) to participate in the Promotion.

1.4 By participating in the Promotion, the Customer(s) agrees to be bound by the rules, regulations and decisions of UOB, by the terms contained herein, and by any other applicable terms and conditions. Failure to comply with any of the foregoing will result in a disqualification for the Promotion.

## **2. CAMPAIGN PERIOD**

2.1 The Campaign shall commence from 01 September 2017 to 31<sup>st</sup> March 2018 (both dates inclusive) (“**Campaign Period**”).

## **3. THE CAMPAIGN**

3.1. Under the Campaign, each Customer(s) is required to performs all of the following during the Campaign Period:-

- (i) has successfully completed and submitted the Business Property Loan Application form, which shall be in such form and substance prescribed by UOB, to apply for any BPL referred to under Paragraph 1 above (“**Applicable BPL**”);
- (ii) has successfully applied for the Applicable BPL which was applied for pursuant to Paragraph 3.1(i) above; and
- (iii) has accepted and returned to UOB the signed letter of offer in connection with the Applicable BPL referred to in Paragraph 3.1(ii) above and which said Applicable BPL is granted to such Customer(s) on such terms and conditions determined by the Bank at its sole discretion,
- (iv) a formal fresh valuation for refinancing of business property loan from another bank or financial institution

3.3 By participating in the Promotion, each Customers(s) agrees and understand that the terms and conditions of the Applicable BPL that may be granted to the Customer(s) shall be on such terms and conditions as the Bank may so decide at its discretion.

3.4 Notwithstanding anything to the contrary and for the avoidance of doubt, UOB has the sole discretion to decide whether to grant the Applicable BPL to the Customer(s). UOB shall not be liable for any compensation to the Customer(s) or any other party if UOB exercises its right not to contact the Customer(s), or if the Customer(s) is not eligible for any BPL or whatsoever thereby resulting in the Customer(s) not being eligible to the Promotional Package or if UOB decides not to grant any BPL to the Customer. All property loan applications are subject to approval and acceptance by UOB at its sole discretion. UOB shall not be required to given any reason or prior notice of any rejection of any property loan application and shall not be liable or responsible for any rejection of any property loan.

#### 4. GENERAL TERMS AND CONDITIONS

- 4.1 Participation in the Campaign is subject to the terms and conditions stated herein. Notwithstanding anything to the contrary, UOB may, at its discretion, terminate the Campaign and/or change or add to any of these terms and conditions of the Campaign in connection with the Campaign set out herein including, but not limited to, changing the Campaign Period or withdrawing the Campaign, at any time without giving any reason, prior notice or being liable to any person. UOB's determination of all matters in connection with the Campaign shall be final, binding and conclusive. UOB is not obliged to give any reason or prior notice on any matter concerning the Campaign. No appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of the Campaign.
- 4.3 All the prevailing terms and conditions governing the Applicable BPL granted to a Customer(s) shall apply (collectively the "**Terms**") to that Customer(s) and are to be read together with these terms and conditions relating to the Campaign set out herein. Refer to uob.com.sg and the applicable facility letter granted to that Customer(s) in connection with the Applicable BPL for the full Terms. In the event of any conflict or inconsistency between the terms and conditions relating to the Campaign and any of the Terms, the terms and conditions of the Campaign shall prevail only to the extent of matters relating to the Campaign. In the event of any conflict or inconsistency between the terms and conditions relating to the Campaign as set out herein and any terms set out in any marketing material prepared for the Campaign, the terms and conditions of the Campaign set out herein shall prevail. While all information provided herein is believed to be correct and reliable at the time of printing or publishing or posting online, UOB makes no representation or warranty whether expressed or implied, and accepts no responsibility or reliability for its completeness or accuracy.
- 4.4 UOB's determination of all matters in connection with the Campaign are at its sole discretion and shall be final, conclusive and binding on all parties. UOB is not obliged to give any reason or prior notice on any matter relating to the Campaign or to enter into any correspondence with any persons. No communication, payments, correspondences, claims and/or appeals will be entertained. UOB has the right and discretion to determine whether the Customer(s) has met all the requirements of the Campaign (including, but not limited to, whether such Customer(s) is entitled to receive the Promotional Package).
- 4.5 The Campaign is not valid with other promotions or offers.
- 4.6 (a) By participating in the Campaign, each Customer(s) agrees to be bound by the rules, regulations and decisions of UOB, by the terms contained herein, and by any other applicable terms and conditions. Failure to comply with any of the foregoing will result in a disqualification for the Campaign.
- (b) Without prejudice to the other terms and conditions of the Campaign, each Customer(s) expressly and irrevocably permit and authorise UOB to disclose, reveal and divulge information regarding each Customer(s)' information and particulars to any person (including, without limitation, the parties involved in organising, promoting and conducting the Campaign and the provision of the Campaign) as UOB deems fit at its discretion in connection with the Campaign.
- 4.8 A person who is not a party to these terms and conditions or any agreement governed by these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B Singapore) to enforce or enjoy the benefit of such term and condition or such agreement.

- 4.9 These terms and conditions are governed by Singapore laws and all parties participating in the Campaign agree to submit to the exclusive jurisdiction of the Singapore Courts.
- 4.10 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.