

UOB Business Banking RealCommercial – Cashback Terms and Conditions

1. ELIGIBILITY FOR CAMPAIGN

- 1.1 (i) This “*UOB Business Banking RealCommercial – Cashback*” (“**Campaign**”) is available to all non-individual customers of United Overseas Bank Limited (“**UOB**”) who is applying for any one of the following loans (“**Eligible Loans**”) from the Business Banking Segment of UOB (“**Customer(s)**”):-
- (a) a new Business Property Loan from UOB for the purchase of a Property;
 - (b) 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
 - (c) a loan comprising both the following:-
 - (1) a new Business Property Loan for the purposes of refinancing a business property loan obtained from another bank or financial institution for the purchase of a Property; and
 - (2) a new Gear Up Loan for the purposes of working capital or other business use,wherein the loans referred to in this Paragraph 1.1(i)(c) shall be secured by, inter alia, the Property referred to in this Paragraph 1.1(i)(c)(1).
- (ii) For the purpose of the Campaign, the term “**Property**” refers to a completed commercial property located in Singapore that is/was purchased by the Customer(s).
- 1.2 Without limiting the generality of the above, the following persons shall NOT be eligible for the Campaign:-
- (i) directors or employees/staff of UOB or any of UOB’s subsidiaries during the Campaign 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 Campaign and their immediate family members;
 - (iii) persons whose UOB accounts is voluntarily or involuntarily suspended, cancelled, closed or terminated at any time and for any reason whatsoever;
 - (iv) parties who during the Campaign 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 Campaign.

1.4 By participating in the Campaign, the Customer(s) agree(s) 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.

2. CAMPAIGN PERIOD

2.1 The Campaign shall commence from 1 November 2019 to 31 January 2020 (both dates inclusive) ("**Campaign Period**").

3. THE CAMPAIGN

3.1 Under the Campaign, each Customer(s) ("**Applicable Customer(s)**") who fulfils the criteria set out in Paragraph 3.2 shall be entitled to a cashback amount equal to 0.1% of the approved amount of the Applicable Loan provided always that such cashback amount to be awarded to an Applicable Customer(s) shall not exceed the sum of S\$2,000.00 ("**Cashback**");

3.2 To be eligible for the reward as set out in Paragraph 3.1, the Customer must have:

- (i) fulfilled and performed all of the following during the Campaign Period:-
 - (a) successfully completed and submitted the Business Property Loan Application form, which shall be in such form and substance prescribed by UOB, through the RealCommercial app, via "Apply Online with MyInfo Business" or "Speak to a SME loan specialist" to apply for any Eligible Loan referred to under Paragraph 1 above ("**Applicable Loan**");
 - (b) successfully applied for the Applicable Loan which was applied for pursuant to Paragraph 3.2(i)(a) above;
 - (c) accepted and returned to UOB the signed letter of offer in connection with the Applicable Loan referred to in Paragraph 3.2(i)(b) above and which said Applicable Loan is granted to such Applicable Customer(s) on such terms and conditions determined by the Bank at its sole discretion;
 - (d) such Customer(s) was not referred to UOB by any agent or broker,

AND

- (ii) the Applicable Loan referred to in Paragraph 3.2(i)(a) above was disbursed by 30 April 2020.

3.3 The Cashback shall be credited into the Applicable Customer(s)'s existing UOB current account any time after the date of the 1st disbursement of the Applicable Loan (and no later than 31 May 2020). For the avoidance of doubt:-

- (a) UOB shall have the sole discretion to decide when the crediting of the Cashback shall be made;
 - (b) if the Applicable Customer(s) has more than one existing UOB current account at the time of crediting of the Cashback, UOB shall have the right, at its sole discretion and without being liable to any party, to decide which UOB current account of the Applicable Customer(s) to credit the Cashback into; and
 - (c) if the Applicable Customer(s) does not have an existing UOB current account at the time of crediting of the Cashback, the Cashback shall be automatically forfeited and UOB shall not be liable to give any notice or pay any compensation to the Applicable Customer(s) or to any other party arising from such forfeiting; no appeal or correspondence shall be entertained.
- 3.4 By participating in the Campaign, each Customer agrees and understands that the terms and conditions of the Applicable Loan that may be granted to the Customer shall be on such terms and conditions as the Bank may so decide at its sole discretion.
- 3.5 Notwithstanding anything to the contrary and for the avoidance of doubt, UOB has the sole discretion to decide whether to grant the Applicable Loan to a Customer. UOB shall not be liable to pay 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 Eligible Loan or whatsoever thereby resulting in the Customer(s) not being eligible for the Cashback or if UOB decides not to grant any Eligible Loan to the Customer(s). All property loan applications are subject to approval and acceptance by UOB at its sole discretion. UOB shall not be required to give any reason or prior notice of any rejection of any loan application and shall not be liable or responsible for any rejection of any loan.
- 4. GENERAL TERMS AND CONDITIONS**
- 4.1 The Cashback is not transferrable or exchangeable for credit, products or privileges or other benefits or payments in kind, whether in full or in part, and is not refundable or replaceable. UOB reserves the right to revise or amend the manner in which the Cashback is awarded or calculated in any manner whatsoever without giving any reason or prior notice or assuming any liability to any person.
- 4.2 Participation in the Campaign is subject to the terms and conditions stated herein. Notwithstanding anything to the contrary, UOB may, at its sole 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, the Cashback to be offered 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 is at its sole discretion and shall be final, binding and conclusive. UOB is not obliged to give any reason or prior notice on any matter concerning the Campaign or the Cashback and shall not be liable to any party. 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 or to enjoy or be awarded the Cashback.
- 4.3 All the prevailing terms and conditions governing the Applicable Loan 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 letter of letter granted to

that Customer(s) in connection with the Applicable Loan 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 is 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 Cashback).
- 4.5 The Campaign is not valid with other promotions or offers.
- 4.6 (i) By participating in the Campaign, each Customer 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.
- (ii) By participating in the Campaign, each Customer is 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 each Customer, verifying the identity of the each Customer at the time of utilization or awarding of the Cashback, conducting the Campaign, announcing/publicity of each Customer (including having the each Customer's photo taken/published), contacting each Customer regarding the foregoing, and all purposes and promotions incidental to the Campaign.
- (iii) Without prejudice to the other terms and conditions of the Campaign, each Customer expressly and irrevocably permits and authorises 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 and the Cashback) as UOB deems fit at its discretion in connection with the Campaign.
- 4.7 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.
- 4.8 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 courts of Singapore.
- 4.9 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

5. 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\$50,000 in aggregate per depositor per Scheme member by law.