

TERMS AND CONDITIONS GOVERNING THE “UOB CASHPLUS VISA CARD UP TO 10% REBATE (1 OCTOBER 2018 TO 31 MARCH 2019) PROMOTION” (“TERMS AND CONDITIONS”)

1. DEFINITIONS

“**Card**” means a UOB CashPlus Visa Card issued by UOB in Singapore, which UOB CashPlus account is valid, subsisting and in good standing at all times as determined by UOB at its discretion.

“**Cardmember**” refers to a principal holder of the Card

“**Card Transactions**” means any payment transaction, successfully charged to the Cardmember’s Card during the Promotion Period and which are successfully captured/posted on UOB’s systems during the Promotion Period AND shall exclude the Excluded Transactions.

“**Excluded Transactions**” means transactions in respect of the following: (a) any late payment charges or interest charges on any Card; (b) any fees payable to UOB (or any other third party) for transfer of any debit balance on any other credit card to a Card; (c) any other interest, fees and charges (including without limitation, cash advance, annual or monthly fees or charges) imposed by UOB from time to time; (d) balance and/or funds transfers to or from the UOB CashPlus account; (e) any credit card transaction that was subsequently cancelled, voided or reversed for any reason; and (f) any other transactions as may be prescribed by UOB,

“**Promotion**” means this UOB CashPlus Visa Card additional 8.5% Rebate promotion.

“**Promotional Period**” means the period from 1 October 2018 to 31 March 2019, both dates inclusive.

“**UOB**” means United Overseas Bank Limited.

2. ELIGIBILITY

2.1. This Promotion is only applicable to Cardmembers whose Card and UOB CashPlus account is in in good standing at all times as determined by UOB at its absolute discretion

2.2. The following individuals are not qualified / eligible to participate in this Promotion:-

(a) any individual whose Card and/or UOB CashPlus account has been, voluntarily or involuntarily, suspended, terminated, cancelled or closed at any time;

(b) any individual whose Card and/or UOB CashPlus account is not active, valid, subsisting or in good standing at any time; or

(c) any individual whose Card and/or UOB CashPlus account is deemed to be delinquent or unsatisfactorily conducted by UOB at its absolute discretion at any time.

3. CASH REBATE

3.1. Under the Promotion, each Cardmember will receive additional cash rebate (the “**Additional Cash Rebate**”) equivalent to 8.5% of the total value of the Card Transactions incurred during the Promotion Period if there is minimum spend of S\$500 on the Card. For the avoidance of doubt, only Card Transactions incurred during the Promotion Period are eligible to attract the Additional Cash Rebate, all Excluded Transactions do not qualify as Card Transactions and are not eligible for the Additional Cash Rebate. This Additional Cash Rebate is awarded in addition to the prevailing cash rebates awarded under the UOB CashPlus Visa Cash Rebate Program. Upon the expiry of the Promotional Period, all cash rebates will be awarded at the prevailing rates set out in the UOB CashPlus Visa Cash Rebate Program.

3.2. The basis of calculating and the percentage of Cash Rebate earned may be varied by the Bank from time to time in its discretion.

Illustration: This is for illustrative purposes only and is not a representation, warranty or assurance of applicable eligible spend for the Promotion Period under the Promotion:-

Scenario	Transaction period: 1 January 2019 to 31 January 2019	
Met Min. Spend	Customer spend S\$600	<u>Cash Rebate Calculation:</u> \$600 x 1.5% (Existing Rebate Program) + \$600 x 8.5% (This Promotion) = \$550 (Rebate Capped at S\$50 per month)
Did not meet min. spend	Customer spend S\$499	<u>Cash Rebate Calculation:</u> \$499 x 1.5% (Existing Rebate Program) = \$7.49

- 3.3. The Additional Cash Rebate earned under this Promotion will be credited to the Cardmember's UOB CashPlus account in accordance with the prevailing UOB CashPlus Visa Cash Rebate Program.
- 3.4. The total amount of Cash Rebate (i.e. prevailing cash rebates and the Additional Cash Rebates) which can be earned for each UOB CashPlus account in a month shall be capped at S\$50.00.
- 3.5. The Additional Cash Rebate is not transferable and not exchangeable for cash, other goods and services or otherwise.
- 3.6. If UOB subsequently discovers that the Cardmember is in fact not eligible to participate in or does not qualify for the Promotion, or receive the Additional Cash Rebate, UOB may at its discretion, forfeit the Additional Cash Rebate or reclaim the Additional Cash Rebate or charge to and debit an amount equivalent to the value of the Additional Cash Rebate, if already awarded, from any of the Cardmember's account(s) with UOB. If the monies standing to the credit of the account are not sufficient to reimburse UOB for the value of the Additional Cash Rebate, the Cardmember shall immediately reimburse UOB for the value of the Additional Cash Rebate. Any Cardmember whose Additional Cash Rebate has been forfeited or reclaimed or whose Additional Cash Rebate has become null and void shall not be entitled to a replacement Additional Cash Rebate or any payment or compensation notwithstanding non-receipt of the Gift.

4. General

- 4.1. UOB shall not be responsible for (i) any failure or delay in the transmission of card transactions by Visa International, acquiring merchants for the foregoing, merchant establishments, postal or telecommunication authorities or any other parties which may result in a transaction made by a Cardmember being omitted during the Promotional Period; (ii) any late posting of the transactions and thereby affecting a Cardmember's eligibility for this Promotion; (iii) for any notice, email or communication which gets lost, misplaced, tampered with, or misdirected; (iv) for any breakdown or malfunction in any computer system or equipment; (v) the acts of the SMS vendor, independent telecommunication authorities or service provider or such other third parties which are independent and beyond the control of UOB; and/or (vi) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered.
- 4.2. By participating in this Promotion, the Cardmember consents to UOB collecting, using and disclosing the Cardmember's personal data for the purposes of this Promotion, and to contact the Cardmember regarding his/her SMS enrolment via voice calls or text messages or email. This is in addition to any other consent which the Cardmember may have provided to UOB in respect of the collection, use and/or disclosure of the Cardmember's personal data and shall be without prejudice to and does not derogate from UOB's rights to collect, use and/or disclose the Cardmember's personal data under the law.
- 4.3. Participation in the Promotion is subject to these Terms and Conditions and Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion.
- 4.4. Notwithstanding anything herein, UOB has the sole and absolute discretion at any time and from time to time to determine the eligibility of any Cardmember for this Promotion and shall not be obliged to give any reason therefore.

- 4.5. UOB reserves the right to at any time in its sole and absolute discretion to amend, vary, add and/or delete any of the Terms and Conditions for any reason and without prior notification without assuming any liability to any person, and Cardmembers shall be bound by these amendments, variations, additions and/or deletions.
- 4.6. UOB 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 the Cardmember has met all the requirements of the Promotion. Such UOB's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB to any person (including the Cardmember). UOB shall not be obliged to give any reason or enter into any correspondence with any person on any matter relating to the Promotion or its decision.
- 4.7. All information is correct at the time of publishing and UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 4.8. Cardmembers will be subjected accordingly to the prevailing terms and conditions under the UOB Cardmember Agreement and the UOB CashPlus Visa Cash Rebate Program (collectively, the "**Standard Terms**"). Cardmembers are deemed to have accepted these Terms and Conditions herein when they participate in this Promotion. In the event of any inconsistency between the terms and conditions herein and the Standard Terms, the terms and conditions herein shall to the extent of such inconsistency, prevail in respect of matters relating to the Promotion.
- 4.9. A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term herein.
- 4.10. The terms and conditions herein shall be governed by the laws of the Republic of Singapore, and Cardmembers hereby agree to submit to the exclusive jurisdiction of the Singapore courts.

Updated as at 31 December 2018

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