

TERMS AND CONDITIONS GOVERNING THE “UOB CASHPLUS VISA CARD 5% REBATE (1 JULY 2018 TO 30 SEPTEMBER 2018) PROMOTION” (“TERMS AND CONDITIONS”)

1. DEFINITIONS

- 1.1 **“Account”** means a UOB CashPlus Account which is in valid, subsisting and in good standing at all times during the Promotional Period as determined by UOB at its discretion.
- 1.2 **“Card”** means a UOB CashPlus Visa Card.
- 1.3 **“Card Transactions”** means any payment transaction successfully charged to the Customer’s UOB CashPlus account through the use of the credit card function of the Card effected through Visa and captured or posted on the Bank’s systems, but excludes the Exclusions set out herein.
- 1.4 **“Cash Rebate”** means the rebate earned in the month, calculated based on the amount incurred in the same month, and which are used to offset the balance in the Customer’s UOB CashPlus account in the following month.
- 1.5 **“Promotion”** means this UOB CashPlus Visa Card additional 3.5% Rebate promotion.
- 1.6 **“Promotional Period”** means the period from 1 July 2018 to 30 September 2018, both dates inclusive.
- 1.7 **“Statement”** means the statements of account issued by the Bank in respect of the UOB CashPlus account.
- 1.8 **“Statement Period”** means the time interval to which such Statement relates.
- 1.9 **“UOB”** means United Overseas Bank Limited.

2. ELIGIBILITY

- 2.1 This Promotion is only applicable to individuals who have a valid and subsisting Card which is in good standing at all times as determined by UOB at its absolute discretion (referred to as **“Eligible Customers”**) during the Promotional Period.
- 2.2 (i) The following individuals are not qualified / eligible to participate in this Promotion:-
 - (a) any individual whose Card has been, voluntarily or involuntarily, suspended, terminated, cancelled or closed at any time during the Promotion Period;
 - (b) any individual whose Card is not active, valid, subsisting or in good standing at any time during the Promotion Period; or

- (c) any individual whose Card is deemed to be delinquent or unsatisfactorily conducted by UOB at its absolute discretion at any time during the Promotion Period.
 - (ii) Notwithstanding anything to the contrary, the Account of the Eligible Customer must be in good standing and conducted in a proper and satisfactory manner at all times during the Promotion Period as determined by UOB at its absolute discretion in order for the Eligible Customer to be able to participate in this Promotion.
- 2.3 For the purpose of this Promotion, the term “**Eligible Transactions**” refers to all transactions that draw down on the credit limit (including withdrawal via ATM, Cheque issuance, funds transfer via UOB Personal Internet Banking and Point-of-Sale transactions using UOB CashPlus Visa Card) of the Account Holder’s Qualified Account but **excludes** all interests, late charges, annual fees, cash advance, fees and other financial charges imposed by UOB, unposted, voided, cancelled, disputed and/or reversed transactions and any other transactions as may be excluded by UOB from time to time.

3. CASH REBATE

- 3.1 A UOB CashPlus account customer is entitled to participate in the Promotion if his/her UOB CashPlus account is in good standing or satisfactorily conducted (as determined by the Bank in its discretion).
- 3.2 Under the Promotion, a UOB CashPlus customer will receive additional Cash Rebate equivalent to 3.5% of the total value Card Transactions only. For the avoidance of doubt, only Card Transactions are eligible to attract Cash Rebate, and this does not include other transactions a Customer may perform with his/her UOB CashPlus account and/or Card such as transaction arising from the use of Card for NETS transactions, ATM transactions, bill payments at AXS machines, SAM machines and NETS machines and such other transactions as the Bank may exclude from time to time without prior notice.
- 3.3 The basis of calculating and the percentage of Cash Rebate earned may be varied by the Bank from time to time in its discretion.
- 3.4 Cash Rebate earned in a month will be credited to the Customer’s UOB CashPlus account in the next calendar month following the end of that month.
- 3.5 Cash Rebate earned in a month shall only be used to offset against the Customer’s UOB CashPlus account balance in the following month.
- 3.6 Cash Rebate cannot be converted to or exchanged for cash; nor be transferred or paid to any person in any manner whatsoever; nor be used to settle or pay any other liability of any person whatsoever.
- 3.7 The number and value of Card Transactions incurred for the month will be reflected in the Statements issued for that month, and such Statements shall be deemed as correct and conclusive.

3.8 The maximum Cash Rebate which can be earned for each UOB CashPlus account in a month shall be capped at S\$50.00.

3.9 All unused Cash Rebate will be forfeited on the earlier of:

- a) the Bank's receipt of the customer's request to terminate his/her UOB CashPlus Visa Card and/or UOB CashPlus account; or
- b) the termination of the customer's UOB CashPlus Visa Card and/or UOB Visa CashPlus account by the Bank for any reason whatsoever.

No payment or compensation whether in cash, credit or kind shall be made for the forfeited Cash Rebate.

3.10 UNI\$ will not be awarded for Card Transactions. Cash Rebate will not be awarded on Card Transactions at SMART\$ merchants where SMART\$ are issued.

3.11 The Bank reserves the right to void/charge back/reclaim Cash Rebate in the event there is any error or mistakes in the calculation or crediting of the Cash Rebate or if there is any credit posted to Customer's UOB CashPlus account arising from returned goods or services. In addition, the Bank is entitled, for any reason, and at any time without liability or prior notice, to suspend the calculation and accrual of Cash Rebate, to rectify any errors in the calculation or otherwise adjust such calculation.

4. EXCLUSIONS

4.1 Transactions in respect of the following:

- a) any late payment charges or interest charges on any UOB CashPlus Visa Card;
- b) any fees payable to the Bank (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 the Bank from time to time;
- d) balance and/or funds transfers to or from the UOB CashPlus Visa Card account;
- e) any credit card transaction that was subsequently cancelled, voided or reversed for any reason; and any other transactions as may be prescribed by the Bank,

(collectively referred to as the "Exclusions") do not qualify as Card Transactions and Cash Rebate will not be awarded in respect thereof.

5. GENERAL

5.1 Participation in the Promotion is subject to these Terms and Conditions and Account Holders are deemed to have accepted these Terms and Conditions when they participate in the Promotion. Notwithstanding anything herein to the contrary, UOB has the sole and absolute discretion at any time and from time to time to determine the eligibility of any Account or Account Holder for the Promotion and shall not be obliged to give any reason therefor and shall not be obliged to make any payment or compensation whatsoever.

5.2 UOB shall not be responsible for:-

- a) for any failure or delay in the transmission or receipt of SMS by or from any SMS vendor, independent telecommunication authorities or service providers or such other third party which may be engaged for the Promotion which may result in the SMS not being received by UOB and therefore the Account Holder and the respective Account being omitted from participating in the Promotion;
- b) failure of the SMS vendor, the telecommunication authorities or service provider or such other third party which maybe engaged for the Promotion, any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of UOB; and/or
- c) for any loss to or expenses of any Account Holder or any other person in connection with the Promotion, howsoever arising.

5.3 UOB reserves the right, at its sole and absolute discretion and at any time and without giving prior notice or any reason, to vary, amend, add or delete any of these Terms and Conditions herein (including but not limited to the Promotional Period, Gift, or any other eligibility terms and criteria, and the timing of any act to be done) without giving any reason, prior notice and/or without assuming any liability to any person, and the Account Holder shall be deemed to have consented to such variations, amendments, additions or deletions.

5.4 UOB's decision on all matters relating to the Promotion is at its discretion and shall be final, conclusive and binding on all participants of the Promotion. UOB shall not be obliged to give any reason or enter into any correspondence with any participant of the Promotion or any persons on any matter concerning the Promotion and no appeal, correspondence or demands or claims will be entertained.

5.5 The prevailing terms and conditions governing the UOB CashPlus account ("**Standard Terms**") shall continue to be binding on all Account Holders and Accounts. Please visit uob.com.sg for the Standard Terms. These Terms and Conditions shall prevail in the event of any inconsistency between: (i) these Terms and Conditions and any advertising, promotional, publicity or other materials relating to this Promotion; (ii) these Terms and Conditions and the Standard Terms relating to this Promotion.

5.6 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.

5.7 The Promotion, these Terms and Conditions, including all matters arising out of or in relation to the Promotion shall be governed by the laws of Singapore, and all participants of the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.

- 5.8 A person who is not a party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any terms of such agreement.

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