

UOB Card(s) Activation Promotion Terms and Conditions (“Terms and Conditions”)

1. Eligibility and Promotional Period

- 1.1 This UOB Card(s) Activation Promotion (“**Promotion**”) is only valid during the period from 2 January 2021 to 31 December 2021 (both dates inclusive) (“**Promotion Period**”).
- 1.2 This Promotion is only open to persons who are principal holders of a valid and existing United Overseas Bank Limited (“**UOB**”) credit card which is issued in Singapore (“**UOB Card**”):
- (i) whose UOB Card is not yet activated; **and**
 - (ii) who have received an Electronic Short Message Service (“**SMS**”) or an electronic direct mailer (“**EDM**”) from UOB inviting them to participate in the Promotion,

(each, a “**Cardmember**”).
- 1.3 The **first 500 Cardmembers** to activate their UOB Card by the date stipulated in the SMS or EDM (each, a “**Qualified Cardmember**”) shall be eligible to receive S\$20 cash credits (the “**Gift**”).
- 1.4 Without limiting the generality of the above, the following persons shall not be eligible to participate in the Promotion:-
- (i) individuals whose UOB account(s) (including UOB Card account(s)) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated any time during the Promotion Period;
 - (ii) individuals whose UOB account(s) (including UOB Card account(s)) is/are not active, valid, subsisting or in good standing or which are otherwise determined by UOB as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its discretion;
 - (iii) individuals who are mentally unsound, facing legal incapacity or are incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
 - (iv) anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.
- 1.5 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine: -
- (i) the eligibility and/or ineligibility of any Cardmember for the Promotion and whether he/she is entitled to the Gift; and
 - (ii) the Promotion Period,

and such determination by UOB shall be final, binding and conclusive, and UOB shall not be obliged to give any reasons thereof and shall not be obliged to make any payment or compensation whatsoever to any Cardmember rendered ineligible for participation in the Promotion.

2. Gift

- 2.1 The Gift is limited to the first 500 Qualified Cardmembers. Each Qualifying Cardmember is only entitled to receive one (1) Gift.
- 2.2 Gifts are on a first-come-first served basis, whilst stocks last and subject to availability. UOB shall not be required to notify and/or update on the stock availability of the Gift.
- 2.3 The Gift will be credited into your UOB Card account and reflected on your UOB Card statement by 31 March 2022 (or such other date as UOB may determine in its sole discretion).
- 2.4 The Gift is neither transferrable nor exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB reserves the right to replace the Gift with another item of similar value without giving any reason or prior notice or assuming any liability to any person. No reservation, refund or exchange of the Gift is permitted.
- 2.5 Notwithstanding anything to the contrary, UOB reserves the right to select a substitute Qualifying Cardmember to replace an initially selected Qualifying Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.6 If UOB determines that any Qualifying Cardmember is ineligible to participate in this Promotion or to receive the Gift, UOB may in its sole discretion forfeit the Gift, reclaim the Gift or charge to and debit equal to the value of the Gift from any of the Qualifying Cardmember's accounts with UOB without prior notice thereto. If the monies standing to the credit of such account(s) are insufficient to reimburse UOB, the Qualifying Cardmember shall immediately reimburse UOB for the value of the Gift through such means as UOB may determine in its sole discretion.
- 2.7 Any Qualifying Cardmember whose Gift has been forfeited, reclaimed, revoked or suspended shall not be entitled to any payment or compensation notwithstanding non-receipt of the Gift.
- 2.8 UOB will not be liable or responsible for any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the redemption or usage of the Gift or participation in this Promotion. Without limiting the foregoing, UOB will not be liable or responsible for any undelivered, misdirected, corrupted, lost or delayed text, transmission or transaction or any delay or failure in posting any transaction, howsoever caused.

3. General

- 3.1 UOB shall not be responsible or liable:-
 - (i) for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider or such other third party which may be engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;

- (ii) for any failure or delay in the transmission or receipt of evidence of bill / sale transactions by merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Cardmembers being omitted from being posted to the UOB Card account and/or captured in UOB's system during the Promotion Period;
 - (iii) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
 - (iv) any failure or delay in the transmission or receipt of SMS or EDM by the telecommunication authorities or any other parties which may result in any SMS or EDM sent or received by UOB or the Cardmember being omitted or delayed during the Promotion Period;
 - (v) for any breakdown or malfunction in any computer system or equipment; or
 - (vi) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered.
- 3.2 UOB may at any time and at its discretion terminate the Promotion and/or amend any of these Terms and Conditions, and all persons shall be bound by such amendments.
- 3.3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion, including without limitation whether a party has met all the requirements of the Promotion and/or to receive the Gift. 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 prior notice or enter into any correspondence with any person on any matter relating to the Promotion, of its decision and no appeal, correspondence or claims will be entertained.
- 3.4 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.
- 3.5 These Terms and Conditions shall be read in conjunction with the prevailing UOB Cardmember Agreement and any other terms that may be relevant in connection with this Promotion (collectively the "**Standard Terms**"). In the event of any inconsistency between (i) these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency; and (ii) these Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail to the extent that such discrepancy relates to this Promotion. Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion.
- 3.6 Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 3.7 By participating in this Promotion and in addition to any other consent already provided by a Cardmember to UOB and any right of UOB under applicable laws, the Cardmember consents to UOB and the necessary third parties collecting, using and disclosing his or her personal data for the purposes of this Promotion and to contact him or her, including by voice call or text message.
- 3.8 A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these Terms and Conditions.

3.9 These Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.