UOB Supplementary Card \$20 Acquisition Promotion (1 October 2019 to 31 December 2019) Terms and Conditions ("Terms and Conditions")

1. Definitions

1.1. In these Terms and Conditions:

"Eligible Transactions" means all retail transactions made locally or overseas (whether in Singapore dollars or in foreign currencies), and shall exclude: (i) cash advances, late payment, personal loan, balance and/or funds transfer, SmartPay, payments at government agencies, utilities bill payments, fees, chargebacks, interests, reversals, interest charges and any finance changes imposed by UOB; (ii) transactions relating to top-ups of any pre-paid card and brokerage / securities; (iii) any transaction that is subsequently cancelled, voided or reversed for any reason; (iv) transactions made on supplementary cards; (v) any gambling related transactions; and (vi) any other transactions we may exclude from time to time without prior notice or reason. UOB reserves the right, at any time at its discretion, to amend this list without any reason, prior notification and/or assuming any liability to any party.

"UOB Card" means a credit card issued by United Overseas Bank Limited ("**UOB**") in Singapore and which card account is active, valid, subsisting, is in good standing at all times and satisfactorily conducted as may be determined by UOB at its sole discretion.

2. Eligibility and Promotion Period

- 2.1. This UOB Supplementary Card \$20 Acquisition Promotion (1 October 2019 to 31 December 2019) ("**Promotion**") is only valid from 1 October 2019 to 31 December 2019 (both dates inclusive) (the "**Promotion Period**").
- 2.2. The Promotion is only open to all principal holders of a UOB Card ("**Principal Holders**"). To participate in this Promotion, Principal Holders must:
 - (i) within the Promotion Period, submit an application for a supplementary holder of their UOB Card ("**Application**"), whereby the supplementary holder under the Application must not be an existing principal holder or supplementary holder of any UOB Card; and
 - (ii) receive UOB's approval for their Application within the Promotion Period, and the UOB Card must be issued to their supplementary holder pursuant to such approval ("**Supplementary Holder**") within the Promotion Period.
- 2.3. By participating in this Promotion, you agree to be bound by these Terms and Conditions.
- 2.4. Any incomplete or inaccurate Applications will not be considered for the Promotion and will be disqualified.
- 2.5. Without limiting the generality of the above, the following persons shall not be eligible to participate in the Promotion or to receive the Cash Rebate (as defined below):-
 - (i) individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime;
 - (ii) individuals whose UOB 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 sole discretion;
 - (iii) individuals who are mentally unsound, facing legal incapacity or is 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.

3. Cash Rebate

- 3.1. The <u>first 400</u> Principal Holders who have satisfied all of the following conditions (each, a "Qualifying Holder") will each be entitled to receive a S\$20 cash rebate in this Promotion (the "Cash Rebate"):
 - (i) all of the conditions in clause 2.2 above have been satisfied; and
 - (ii) the Supplementary Holder charges a total of at least S\$300 in Eligible Transactions (the "Minimum Eligible Spend") to his UOB Card within one month from the date of approval of his UOB Card pursuant to the Application submitted in connection with this Promotion.
- 3.2. For the avoidance of doubt, retail transactions charged by the Principal Holder will not, for the purposes of this Promotion, be considered for the purposes of computing the Minimum Eligible Spend under this Promotion.
- 3.3. For non-Singapore dollar Eligible Transactions charged to the UOB Card, the transaction amount posted by UOB (in Singapore Dollars) in such UOB Card account will be used for the purposes of computing the Minimum Eligible Spend for this Promotion.
- 3.4. Each Qualifying Holder shall only be eligible to receive one Cash Rebate, regardless of how many Applications and/or Supplementary Holders have been approved pursuant to this Promotion.
- 3.5. The Cash Rebate will be credited to the Qualifying Holder's UOB Card account by 31 March 2020.
- 3.6. The Cash Rebate 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 Cash Rebate with another item of similar value without giving any reason or prior notice or assuming any liability to any person.
- 3.7. Notwithstanding anything to the contrary, UOB reserves the right to select a substitute Qualifying Holder to substitute an initial Qualifying Holder that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 3.8. UOB is not responsible for any failure or delay in the transmission of transactions by any party including but not limited to acquiring merchants and merchant establishments.
- 3.9. In the event that any Qualifying Holder is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Cash Rebate, UOB reserves the right to forfeit/reclaim the Cash Rebate and award or dispose of it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited/reclaimed Cash Rebate. Where the Cash Rebate has been awarded to or utilized by the Qualifying Holder who was subsequently discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the Qualifying Holder a reimbursement for the value of the Cash Rebate.
- 3.10. Any Qualifying Holder whose Cash Rebate has been forfeited, reclaimed, revoked or suspended shall not be entitled to any payment or compensation notwithstanding non-receipt of the Cash Rebate.

4. <u>General</u>

- 4.1. UOB shall not be responsible or liable for any loss, damage, cost, expense, charge or liability of any kind whatsoever suffered or incurred as a result of or in connection with this Promotion, the redemption or usage of the Cash Rebate and/or your participation in this Promotion.
- 4.2. Notwithstanding anything in these Terms and Conditions, UOB may, at any time and from time to time, vary any of these Terms and Conditions without giving any reason, prior notice and/or assuming any liability to any party and UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same and you shall be bound by these variations.
- 4.3. 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 your eligibility to participate and/or receive the Cash Rebate in this Promotion and whether to approve or reject your Application). UOB's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given. 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.
- 4.4. While all information provided herein is believed to be correct at the time of publishing, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 4.5. In the event of any inconsistency or discrepancies between these Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 4.6. 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 the Promotion (collectively, the "**Standard Terms**"). In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail insofar as it relates to the Promotion.
- 4.7. 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.
- 4.8. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 4.9. By participating in this Promotion, you are deemed to have consented to the collection, use and disclosure of your personal data by UOB, the organisers, sponsors, promoters, merchants, vendors and/or their respective contractors for the purposes of this Promotion including verifying your eligibility, contacting you by telephone, mobile phone, email, letter or SMS regarding the Promotion, and all other purposes incidental to the Promotion.
- 4.10. These Terms and Conditions are governed by the laws of Singapore and you shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 4.11. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

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