

## TERMS AND CONDITIONS GOVERNING THE UOB MIGHTY FX 100,000 KRISFLYER MILES DRAW

### 1. DEFINITIONS

- 1.1. **“Account”** means any one of the following UOB accounts which is linked to Mighty FX:
- (i) One Account;
  - (ii) KrisFlyer UOB Account;
  - (iii) i-Account;
  - (iv) Wealth Premium Account; or
  - (v) Privilege Account.
- 1.2. **“Accountholder”** means the primary holder of the Account.
- 1.3. **“Prize”** means 100,000 KrisFlyer miles.
- 1.4. **“Draw”** means this UOB Mighty FX Weekly Draw.
- 1.5. **“Draw Period”** means the period from 8 November 2019 to 02 January 2020, both dates inclusive.
- 1.6. **“Qualifying Period”** means any one of the periods stated in Clause 3.5.
- 1.7. **“UOB”** or the **“Bank”** means United Overseas Bank Limited.

### 2. ELIGIBILITY

- 2.1. This Draw is only open to individuals who are existing Accountholders.
- 2.2. The following individuals are not eligible to participate in this Draw:-
- (a) any individual whose UOB account(s) (including the Account) is/are voluntarily or involuntarily, suspended, terminated, cancelled or closed at any time during the Draw Period;
  - (b) any individual whose UOB account(s) (including the Account) is terminated, cancelled or closed at any time during the Draw Period;
  - (c) any individual whose UOB account(s) (including the Account) 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 reason as may be determined by UOB at its sole discretion;

- (d) any individual who is 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 him; or
- (e) anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.

2.3. By participating in the Draw, all Accountholders are deemed to have agreed to be bound by these terms and conditions (the “**Terms and Conditions**”).

### 3. DRAW MECHANICS

- 3.1. For the purposes of this Draw, the term “**Eligible Transactions**” refers to the aggregated total of Mighty FX conversions (from an Account) from SGD to any foreign currency (into any of the relevant Mighty FX foreign currency accounts) made through his/her UOB Mighty mobile banking application during the Draw Period.
- 3.2. An existing Accountholder will be given one (1) lucky draw chance in the Draw for every S\$100 worth of Eligible Transactions incurred during the Draw Period (each, an “**Eligible Customer**”).
- 3.3. An Eligible Customer’s name will be submitted into the participation pool for the Draw once for each lucky draw chance they get. One (1) Prize winner will be selected from the names in the participation pool for each draw to be conducted for each Qualifying Period. There is no cap on the number of lucky draw chances available to an Eligible Customer.
- 3.4. The pool of participants for the draw for each Qualifying Period will not include winners of the draw(s) for past Qualifying Period(s). For the avoidance of doubt, winners of the draw(s) for any of the Qualifying Period(s) will be removed from the pool of participants for the Draw and will no longer be eligible to participate in subsequent draw(s) for future Qualifying Period(s).
- 3.5. Unless otherwise stated by UOB, UOB will conduct a total of seven (7) draws and a total of seven (7) Prizes will be awarded during the Draw Period. There will be one (1) draw conducted for each Qualifying Period where one (1) winner will be selected from the names in the participation pool for each draw to be conducted for each Qualifying Period. Each winner shall be entitled to one (1) Prize. The draw dates for each Qualifying Period and the dates by which the winner for each draw will be notified are set out below:

Qualifying Period	Draw Date
08 November 2019 – 15 November 2019	21 November 2019
08 November 2019 – 22 November 2019	28 November 2019
08 November 2019 – 29 November 2019	05 December 2019
08 November 2019 – 06 December 2019	12 December 2019
08 November 2019 – 13 December 2019	19 December 2019

08 November 2019 – 20 December 2019	26 December 2019
08 November 2019 – 27 December 2019	02 January 2020

- 3.6. The Draw will be conducted on the respective draw dates set out in Clause 3.5 using an electronic system at 80 Raffles Place, UOB Plaza, Singapore 048624 at 15:00 SGT, or at such other date and time as UOB may determine at its discretion, without prior notice. The winners will be drawn at random. On each of the respective draw dates, UOB will draw two (2) eligible reserve winners for each draw to substitute any winner subsequently found to be ineligible or disqualified or who fails to claim the Prize in accordance with these Terms and Conditions. UOB's determination of the winners shall be final, conclusive and binding.
- 3.7. All Draw winners will be sent a notification via ordinary post to the winner's last known address in UOB's records by 14 February 2020. Winners will be notified separately on how to claim the Prize. The posting and/or publication of the results of the Draw shall be conclusive proof of notification to the winners.
- 3.8. All Prizes which remain unclaimed by each winner by 24 January 2020 will be allocated to an eligible reserve winner as may be determined by UOB at its discretion. All Prizes which remain unclaimed by each reserve winner by 14 February 2020 will be forfeited (with no liability on the part of UOB to any of the winner(s) whose Prize(s) was forfeited) and shall be donated to the Community Chest or such other charity as may be determined by UOB. UOB reserves the right to draw additional eligible reserve winners to substitute any winner(s) who fail to claim such Prize(s). The winner(s) whose Prize(s) has been forfeited is not entitled to any compensation.
- 3.9. The Prize will be automatically credited directly into the winner's KrisFlyer membership account details as provided by that winner by 28 February 2020. Once the Prize is credited into the KrisFlyer membership account, the Prize (including the redemption and/or use thereof) will be governed by the terms and conditions of the KrisFlyer programme. Each winner is responsible for ensuring that he/she has a valid and subsisting KrisFlyer membership account and that such account is able to receive and/or be credited with the Prize. UOB shall not be responsible for any loss or damage suffered by any winner if the Prize is not so credited or available for use, or if the winner is unable to redeem or use the Prize.
- 3.10. The Prize 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 Prize with another item of similar value without giving any reason or prior notice or assuming any liability to any person. UOB's determination of the substituted Prizes shall be final, conclusive and binding.
- 3.11. All prices and values of the Prize set out in any advertising, promotional, publicity and other materials are purely indicative and for information purposes only and such prices and values may vary in accordance with market fluctuations and other market conditions. UOB accepts

no liability for any loss howsoever arising from the use of or reliance on such indicative prices and values.

#### **4. PARTICIPATION AND PERSONAL DATA**

- 4.1. Eligible Customers who participate in the Draw (“**Participants**”) agree to be bound by the rules, regulations and decisions of UOB, the Terms and Conditions contained herein, and any other applicable terms and conditions. Failure to comply with any of the foregoing will result in a disqualification from the Draw.
- 4.2. By participating in the Draw, the Participant 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 the Participant, conducting the Draw, announcing of the winners of the Draw, contacting the Participant regarding the foregoing, and all purposes and promotions incidental to the Draw (including print advertisements or other publicity materials relating to the Draw). A Participant who withdraws his/her consent to collection, use and disclosure of his/her personal data under this Clause 4 (Participation and Personal Data) shall be disqualified from the Draw.
- 4.3. Eligible Customers who do not wish to participate in the Draw must notify UOB of the same at UOB Call Centre Hotline 1800 222 2121.

#### **5. GENERAL**

- 5.1. UOB shall not be responsible or liable:-
  - (a) 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 this Draw, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
  - (b) for any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected (whether in the post or otherwise);
  - (c) for any breakdown or malfunction in any computer system or equipment; or
  - (d) for any costs, losses, damages, claims, expenses and/or injuries of any customer or any other person howsoever incurred or suffered.
- 5.2. The Prize is supplied by third party merchants and UOB is not an agent of the merchant and/or supplier of the Prize. Accordingly, UOB makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Prize and assumes no liability or

responsibility for the acts or omissions of the merchants or any non-performance or defects in the Prize. Any dispute regarding the Prize is to be resolved directly with the merchant and/or supplier of the Prize. UOB shall not be required to assist or act on any Eligible Customer's behalf in communicating with the merchant and/or supplier of the Prize.

- 5.3. Notwithstanding anything in the Terms and Conditions, UOB may, at any time and from time to time, terminate or withdraw this Draw and/or vary, modify, add and/or delete any of the Terms and Conditions, including but not limited to, amending the Draw Period, Qualifying Period, draw dates or the eligibility criteria, 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 all Participants shall be bound by these variations, modifications, additions and/or deletions.
- 5.4. UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with this Draw. UOB's decisions on all matters in connection with this Draw are at its discretion 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.
- 5.5. If UOB determines that an Eligible Customer is ineligible to participate in this Draw or to receive the Prize, UOB may in its sole discretion forfeit the Prize, reclaim the Prize or charge to and debit an amount equal to the value of the Prize from any of the accounts held by the Eligible Customer with UOB without prior notice thereto. If the monies standing to the credit of such accounts are insufficient to reimburse UOB, the Eligible Customer shall immediately reimburse UOB for the value of the Prize through such means as UOB may determine in its sole discretion.
- 5.6. 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 this Draw, of its decision and no appeal, correspondence or claims will be entertained.
- 5.7. UOB has the right and discretion to determine whether a party has met the requirements of this Draw and/or to receive the Prize.
- 5.8. These Terms and Conditions shall be read in conjunction with the prevailing Terms and Conditions Governing Accounts and Services (Individual Customers) and any other terms that may be relevant in connection with this Draw (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 to the extent that such inconsistency pertains to this Draw.
- 5.9. All information is correct at the time of publishing or printing and UOB makes no representation or warranty whether express or implied, and accepts no responsibility or

liability for its completeness or accuracy. 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 this Draw, the Terms and Conditions shall prevail.

- 5.10. Unless otherwise stated, this Draw is not valid with other offers, privileges or promotions.
- 5.11. The Draw is authorized under the Singapore Lucky Draw reference number LD/1076/2019.
- 5.12. 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.
- 5.13. These terms and conditions shall be governed by and construed in accordance with the laws of Singapore and the Singapore courts shall have exclusive jurisdiction over any dispute arising out of or in relation to the Draw.