

## TERMS AND CONDITIONS OF THE UOB SMART\$ REBATE PROGRAMME

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### 1. DEFINITIONS AND INTERPRETATIONS

1.1. In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the following meaning:

**“Bank” or “UOB”** means United Overseas Bank Limited and its successors and assigns.

**“Card Transaction”** means a payment for goods or services made using a UOB Card.

**“Excluded Cards”** means UOB PRVI Miles Platinum American Express Card, UOB Preferred Platinum American Express Card, UOB UnionPay Platinum Card, UOB Travel Account Card, Purchasing and Private Label Card and any other card as may be determined by the Bank in its discretion.

**“SMART\$ Merchant”** means the merchant establishment participating in the UOB SMART\$ Rebates Programme.

**“UOB Card”** means each or any of the UOB Credit Cards and UOB Debit Cards.

**“Eligible Cardmember” or “UOB Cardmember”** means each or any of the principal cardmember (i.e. the person to whom the Bank issued the principal UOB Card) and the supplementary cardmember (i.e. the person to whom the Bank issued the supplementary UOB Card).

**“UOB Credit Card”** means any principal or supplementary credit card issued by the Bank in Singapore (but excluding all Excluded Cards); and which is valid, subsisting, in good standing and satisfactorily conducted in the opinion of the Bank.

**“UOB Debit Card”** means any principal or supplementary debit card issued by the Bank in Singapore (but excluding all Excluded Cards); and which is valid, subsisting, in good standing and satisfactorily conducted in the opinion of the Bank.

### 2. ELIGIBILITY

UOB SMART\$ Rebates Programme does not apply to Excluded Cards unless otherwise stated. Save for the Excluded Cards, UOB SMART\$ Rebates Programme shall apply to all UOB Cards.

### 3. ISSUE AND REDEMPTIONS OF SMART\$

3.1 UOB Cardmembers may earn SMART\$ at the following rate (or at any such rate as may be determined by UOB in its discretion):

1 SMART\$ for every S\$1 spent on a Card Transaction.

Card Transactions on the principal UOB Card and the supplementary UOB Card cannot be accumulated or combined for the purposes of earning SMART\$. Card Transactions on the principal UOB Card will earn SMART\$ to be credited to the principal UOB Card; while Card Transactions on the supplementary UOB Card will earn SMART\$ to be credited to the supplementary UOB Card.

3.2. UOB Cardmembers may choose to accumulate SMART\$ or redeem earned SMART\$ at any SMART\$ Merchants in subsequent Card Transactions (“redemption”):

The redemption value of 1 SMART\$ is S\$1.0. SMART\$ credited to the principal UOB Card can only be redeemed by the respective principal UOB Cardmember, while SMART\$ credited to the supplementary UOB Card can only be redeemed by the respective supplementary UOB Cardmember.

3.3. Redemption is subject to: (i) the availability of SMART\$ on the UOB Cardmember's UOB Card; and (ii) the Card Transaction amount for the redemption being higher than the available SMART\$ on the UOB Cardmember's UOB Card.

3.4. SMART\$ is not transferrable and cannot be exchanged for cash.

#### **4. EXCLUSIONS**

SMART\$ will not be credited:

4.1. For tips, sale items, special price items, promotion items or such other non-qualifying items designated by the SMART\$ Merchants from time to time;

4.2. For payments under the Interest-Free Instalment Payment Plan;

4.3. In the event of any breakdown or malfunction of the computer, its terminal communication lines or any other equipment whether or not belonging to the Bank or the SMART\$ Merchant; or

4.4. In the event that the Card Transaction is processed manually for any reason.

#### **5. SMART\$ AND ADJUSTMENTS**

5.1. No SMART\$ adjustments shall be effected by the SMART\$ Merchants for security reasons.

5.2. To request for SMART\$ adjustments, the UOB Cardmember may within (three (3) days) of any purchase return to the SMART\$ Merchant and;

a) Contact the Bank's card centre by telephone, post or facsimile to effect the SMART\$ adjustments; and

b) If the request is valid, the Bank's card centre will effect the necessary SMART\$ adjustment. Where the request is made pursuant to Clause 5.2(a), the SMART\$ will be updated only when subsequent Card Transactions\* are made at any SMART\$ Merchant.

5.3. The Bank reserves the right to reject any request for SMART\$ adjustment in its sole and absolute discretion without assigning any reason therefor and is not obliged to enter into any correspondence with any UOB Cardmember concerning such adjustments.

#### **6. VARIATION**

The Bank reserves the right at any time, and from time to time in its sole and absolute discretion to:

6.1. Amend, vary, add or delete these Terms and Conditions or even terminating this UOB SMART\$ Rebate Programme without giving any reason or prior notice or assuming any liability to any UOB Cardmember and all UOB Cardmembers shall be bound by these amendments; or

6.2. Withdraw, cancel or vary the benefits, entitlements and privileges conferred by the use of the UOB Credit and/ or Debit Card, without having to disclose any reason therefor, and the UOB Cardmember shall not be entitled to any payment or compensation whatsoever.

## **7. GENERAL CONDITIONS**

7.1. All unredeemed SMART\$ will be forfeited:

a) On its expiry date, which is 6 months from the date of issuance or on the expiry date of the UOB Credit and/or Debit Card, whichever is earlier;

b) Upon the Bank's receipt of the Eligible Cardmember's request to terminate his/ her Principal and/or Supplementary UOB Credit and/or Debit Card;

c) In the event that the UOB Credit and/or Debit Card is terminated by the Bank for any reason whatsoever;

d) In the event of any loss, theft, damage, destruction, fraudulent or unauthorized use of the UOB Credit and/or Debit Card; or

e) On the termination of the UOB SMART\$ Rebate Programme.

7.2. UNI\$ will not be awarded on transactions at SMART\$ merchants where SMART\$ are issued.

7.3. The Bank's decision on all matters pertaining to the UOB SMART\$ Rebate Programme is final, conclusive and binding.

7.4. The Bank is not an agent of the SMART\$ Merchants and as such, any dispute about the quality or service standard of the goods and services offered by the SMART\$ Merchants must be resolved directly with them respectively. The Bank assumes no liability or responsibility in any manner whatsoever for the acts or defaults of the SMART\$ Merchants or defects in the goods and services offered by them, or for any injuries, loss damage, costs or expenses in connection with or arising out of the redemption or usage of the goods and services offered by the SMART\$ Merchants.

7.5. In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the UOB SMART\$ Rebate Programme, these Terms and Conditions shall prevail.

7.6. 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.

7.7. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore, and all Eligible Cardmembers shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

\* Amount of the Card Transaction(s) is subject to the Bank Card Centre's internal procedures and guidelines.