

UOB PAYMENT FACILITY PROMOTION 2021 TERMS AND CONDITIONS

1. Promotion

- 1.1 This UOB Payment Facility Promotion 2020 ("**Promotion**") is valid from 1 February 2021 to 28 February 2021, both dates inclusive (the "**Promotion Period**"). By participating in this Promotion, you agree to be bound by the terms and conditions of this Promotion (the "**Terms**").
- 1.2 To participate in this Promotion, you must satisfy all of the following conditions:
 - (a) you must be an existing principal holder of a UOB Reserve Card, UOB Visa Infinite Metal Card, UOB Visa Infinite Card or UOB Privilege Banking Card which is issued by United Overseas Bank Limited ("UOB") in Singapore ("UOB Card");
 - (b) during the Promotion Period, you must successfully apply for the UOB Payment Facility in the amount of at least S\$25,000 ("Qualifying Amount") which will be charged to your UOB Card (the "Application"); and
 - (c) in connection with the Application, you must charge a one-time administrative fee of 1.5% of the Qualifying Amount to your UOB Card.

2. Gift

- 2.1 If you satisfy all of the conditions in Clause 1.2 above, you shall be eligible to receive a Samsonite SBL Fanthom Spinner 55/20 Tag worth \$950 (the "**Gift**") instead of UNI\$2.5 for every Singapore Dollars Five only (\$\$5.00) of the Qualifying Amount.
- 2.2 If you are eligible to redeem the Gift, you will receive a text message notifying you of the same together with details on the Gift redemption (the "Redemption SMS"). The Redemption SMS will be sent to your last known mobile number based on UOB's records by 1 April 2021, or by such other mode / form of communication and on such other date that UOB may decide on from time to time.
- 2.3 You are only eligible to redeem one Gift under this Promotion. The Gift is available in black only and is limited to the stock availability at the point of redemption.
- 2.4 The Gift is not transferrable, exchangeable for cash (whether in full or partial), credit, other gifts or benefit of any kind. This Promotion is not valid with any other privileges or promotions unless otherwise stated. No UNI\$ will be awarded for this Promotion.
- 2.5 UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Gift with any other gift of equal or similar value selected by UOB.
- 2.6 UOB reserves the right to decline any redemption of the Gift if any one of the requirements set out in the Redemption SMS is not met at the time of redemption.
- 2.7 The Gift must be redeemed during the redemption period specified in the Redemption SMS. UOB will not extend the redemption period for any reason whatsoever.

2.8 The Gift is supplied by third party merchants and UOB is not an agent of the merchant and/or supplier of the Gift. Accordingly, UOB makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Gift and UOB assumes no liability or responsibility for the acts or omissions of the merchants or any non-performance or defects in the Gift. Any dispute regarding the Gift is to be resolved directly with the merchant and/or supplier of the Gift. UOB shall not be required to assist or act on your behalf in communicating with the merchant and/or supplier of the Gift. For the purposes of this clause, "Gift" includes any products and/or services provided by third party merchants in connection with the use and/or redemption of the Gift.

3. General

The General Terms and Conditions Governing Promotions set out in Appendix 1 will apply to this Promotion and form an integral part of these Terms.

Appendix 1

General Terms and Conditions Governing Promotions

- 1. The following persons shall not be eligible to participate in the Promotion:
 - (a) individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
 - individuals whose UOB account(s) is/are not active, valid, subsisting or in good standing or delinquent or unsatisfactorily conducted as may be determined by UOB at its sole discretion;
 - (c) 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
 - (d) anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.
- 2. Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB for the Promotion and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by you. You shall pay and be solely responsible for all fees and charges imposed by such service providers for the sending and/or receipt of any SMS in connection with this the Promotion.
- 3. 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.
- 4. 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 the determination of whether you have met all the requirements of the Promotion. UOB's decisions shall be final, conclusive and binding 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 or decision relating to the Promotion.
- 5. If UOB determines that you are 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 an amount equal to the value of the Gift from any of your accounts with UOB without prior notice to you. If the monies standing to the credit of your accounts are insufficient to reimburse UOB, you shall immediately reimburse UOB for the value of the Gift through such means as UOB may determine in its sole discretion.
- 6. The Terms shall be read in conjunction with the prevailing UOB Cardmember Agreement, the UOB Payment Facility Terms and Conditions 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) the Terms and the Standard Terms, the Terms shall prevail to the extent of such inconsistency; and (ii) the Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, the Terms shall prevail to the extent that such discrepancy relates to this Promotion.

- 7. UOB may, at any time and at its discretion terminate the Promotion and/or amend any of the Terms, and all persons shall be bound by such amendments.
- 8. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 9. By participating in this Promotion and in addition to any other consent you have already provided to UOB and any right of UOB under applicable laws, you consent to UOB and the necessary third parties collecting, using and disclosing your information (including your personal data) for all purposes related to this Promotion and to contact you, including by voice call or text message.
- 10. A person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce the Terms.
- 11. The Terms shall be governed by the laws of the Republic of Singapore and you shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.