

TERMS AND CONDITIONS GOVERNING S\$28 REBATE PROMOTION
(THE “TERMS AND CONDITIONS”)

1. This S\$28 REBATE PROMOTION (the “**Promotion**”) is open to individuals who meet all the following conditions (collectively, “**Customers**” or each a “**Customer**”):
 - (i) are principal / primary holders of a United Overseas Bank Limited (“**UOB**”) credit card, debit card, current or savings account in Singapore (“**Eligible Account**”);
 - (ii) are users of the UOB Mighty mobile application (“**UOB Mighty**”) in Singapore; and
 - (iii) whose Eligible Account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.
2. This Promotion is valid from (i) 6 to 28 February 2018; and (ii) 1 to 31 March 2018 (each a “**Monthly Qualifying Period**”, collectively “**Qualifying Period**”).
3. The first 288 Customers in each Monthly Qualifying Period to have at least eight (8) Eligible Transactions shall be deemed **Qualified Customers** (each a “**Qualified Customer**”) who are eligible for the S\$28 cash rebate (“**Award**”).
4. “**Eligible Transaction**” means any of the following transactions conducted via UOB Mighty in Singapore:
 - (i) bill payment;
 - (ii) PayNow payment; or
 - (iii) contactless Mastercard/NETS/Visa transaction[^]which is successfully charged to the Eligible Account and captured and posted in UOB’s systems within the Monthly Qualifying Period. For the avoidance of doubt, “**Eligible Transaction**” does not include any transactions that are subsequently voided/cancelled/disputed/reversed for any reason.
[^] Please note that contactless Mastercard/NETS/Visa transactions can only be conducted via UOB Mighty on Android devices.
5. For the purposes of this Promotion, the benefits of any Eligible Transactions incurred by a supplementary holder of a UOB credit card shall accrue to their respective principal holder.
6. Each Qualified Customer is limited to one (1) Award for each Monthly Qualifying Period.
7. The Award earned will be credited in the Qualified Customer’s Eligible Account by 30 June 2018. For the avoidance of doubt, where Qualified Customers hold an Eligible Account jointly, then only one Award will be credited to the Eligible Account.
8. Each Eligible Account is limited to one(1) Award for each Monthly Qualifying Period.
9. The following persons are not eligible for the Promotion:
 - (i) Customers whose Eligible Account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 6 February 2018 and 30 June 2018 (both dates inclusive);
 - (ii) Persons who are or become mentally incapacitated, deceased, insolvent or have legal proceedings of any nature instituted against them; and/or

(iii) Persons whose Eligible Accounts are not active, valid, subsisting or in good standing or which are otherwise determined by UOB in its absolute discretion as being delinquent or unsatisfactorily conducted for any reason as may be determined by UOB at its discretion.

10. In the event that:-

- (a) any Qualified Customer is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion or to receive the Award;
- (b) the Qualified Customer is subsequently found to not have incurred the Eligible Transaction; or
- (c) any other situation that UOB deems fit at its discretion has occurred,

then UOB is entitled at its sole and absolute discretion, and at any time without liability or prior notice or having to give any reason:-

- (i) to amend, correct or adjust the value of the Award;
- (ii) to suspend, revoke or forfeit the Award; and
- (iii) to select a substitute Qualified Customer to substitute the initial Qualified Customer who was found to be ineligible or disqualified or not entitled to participate in the Promotion.

11. If UOB determines that the Award should be suspended, revoked, forfeited; or that the value of the Award should be amended, corrected or adjusted, UOB reserves the right to reclaim and charge the full value of the Award from the Qualified Customer. No person shall be entitled to, and UOB shall not be liable for, any payment or compensation (whether in cash, credit or kind) whatsoever arising from the above and no person shall be entitled to such payment.

12. UOB has the right, at any time and from time to time in its discretion and without prior notice, vary the value of the Award; or substitute or replace the Award with another item of similar value, without giving any reason or assuming any liability or payment of compensation to any person. UOB's determination of such variation, substitution or replacement shall be final, conclusive and binding.

13. Participation in the Promotion is subject to these Terms and Conditions and the Customers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. The Customers shall indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB in connection with any breach of these Terms and Conditions.

14. The prevailing terms and conditions under the UOB Customer Agreement ("Standard Terms") will continue to apply and be binding on the Customers participating in this Promotion. Please visit uob.com.sg for the Standard Terms. In the event of any inconsistency between these Terms and Conditions, the Service Terms and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency on matters relating to the Promotion.

15. In the event of any inconsistency or discrepancies between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these Terms and Conditions will prevail.

16. UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly, to the telecommunication authorities, to any machine or communication system to any merchant, or service provider or such other third party which maybe engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB.
17. UOB shall not be responsible for:-
- (i) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions by acquiring merchants, merchant establishments, card associations, postal or telecommunication authorities or any other parties which may result in a charge made by the Customer being omitted (whether from being posted to the Customer's account and/or captured in UOB's system or otherwise) during the Qualifying Period;
 - (ii) any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Eligible Accounts or being captured in UOB's system; or
 - (iii) any breakdown or malfunction in any computer system or equipment,
- which may result in Customer failing to qualify as a Qualified Customer.
18. UOB shall not be responsible for any loss to or expenses of any Customer or any other person in connection with the Promotion, howsoever arising, save where such loss is caused directly by UOB's fraud, gross negligence or wilful misconduct.
19. This Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
20. UOB's decision on all matters relating to this Promotion shall be final, conclusive and binding on the Customer. UOB shall not be obliged to give any reason or enter into any correspondence with the Customer or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.
21. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not limited to varying the Qualifying Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Customer, and all Customers shall be bound by these amendments.
22. While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy.
23. A person who is not a party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of such agreement.
24. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Customers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.