

**TERMS AND CONDITIONS GOVERNING THE MIGHTY STUDENT 2 PROMOTION**  
**(THE “TERMS AND CONDITIONS”)**

1. The “*MIGHTY STUDENT 2*” PROMOTION (the “**Promotion**”) is open to individuals who meet all the following conditions (collectively, “**Customers**” or each a “**Customer**”):-
  - (i) are primary holders of a United Overseas Bank Limited (“**UOB**”) 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. The Promotion is valid from 1 April to 13 May 2018, both dates inclusive (“**Qualifying Period**”).
3. (i) The first 1000 Customers in the Qualifying Period who had successfully registered once before 13 May 2018, his/her interest to participate in the Promotion via Short Message Service (SMS), by keying in “*UOBSTUDENTS<space>NRIC/Passport Number (eg. UOB STUDENTS S1234567A)*” and sending it to 77862 with/using his/her last known registered mobile number with UOB shall be deemed as **Qualified Customers** (each a “**Qualified Customer**”) and shall be eligible to the following cash rebate (collectively “**Award**”):-
  - (a) where the Qualified Customer has performed at least one (1) Eligible Transaction during the Qualifying Period, such Qualified Customer shall only be eligible to one (1) S\$10.00 cash rebate (“**Award 1**”); or
  - (b) where the Qualified Customer did not make any Eligible Transaction during the Qualifying Period, such Qualified Customer shall only be eligible to one (1) S\$5.00 cash rebate (“**Award 2**”).
- (ii) For the avoidance of doubt, where a Qualified Customer is already eligible for Award 1, he/she is not eligible for Award 2.
4. For the purposes of the Promotion, “**Eligible Transaction**” means any of the following transactions conducted via UOB Mighty in Singapore:-
  - (i) contactless NETS transaction<sup>^</sup>; or
  - (ii) QR Nets Transaction,which is successfully charged to the Eligible Account and captured and posted in UOB’s systems within the Qualifying Period. For the avoidance of doubt, “**Eligible Transaction**” does not include any transactions that are subsequently voided/cancelled/disputed/reversed for any reason.  
  
<sup>^</sup> Please note that contactless NETS transactions can only be conducted via UOB Mighty on Android devices.
5. Each Qualified Customer is limited to one (1) applicable Award for the Qualifying Period depending on whether such Qualified Customer has performed an Eligible Transaction and

irrespective of the number of Eligible Accounts that Qualified Customer maintains with the Bank (whether singly or jointly).

6. (i) The applicable Award earned will be credited in the Qualified Customer's Eligible Account by 30 June 2018 as follows:-
  - (a) where such Qualified Customer is eligible for Award 1, Award 1 shall be credited into the Eligible Account to which the Eligible Transaction (as referred to in Paragraph 3(i)(a) above) was successfully charged to and captured and posted in UOB's systems within the Qualifying Period; and
  - (b) where such Qualified Customer is eligible for Award 2, Award 2 shall be credited into the Eligible Account which such Qualified Customer last performed a transaction with/from based on the Bank's latest records.
- (ii) For the avoidance of doubt, where Qualified Customers hold an Eligible Account jointly (but in his/her capacity as the primary accountholder), then only one Award will be credited to that Eligible Account.
7. (i) The following persons are not eligible for the Promotion:
  - (a) Customers whose Eligible Account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 10 March 2018 and 30 May 2018 (both dates inclusive);
  - (b) Customers who are Qualified Customers (as defined under prevailing terms and conditions of the "Mighty Student" Promotion (available at [uob.com.sg/Mighty](http://uob.com.sg/Mighty))) pursuant to the prevailing terms and conditions of the "Mighty Student" Promotion (available at [uob.com.sg/Mighty](http://uob.com.sg/Mighty)));
  - (c) Persons who are or become mentally incapacitated, deceased, insolvent or have legal proceedings of any nature instituted against them; and/or
  - (d) 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.
- (ii) Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and from time to time to determine the eligibility of any person to take part in the Promotion and shall not be obliged to give any reason or prior notice therefore and shall not be liable to make any payment or compensation whatsoever to any person rendered ineligible for participation in the Promotion.
8. In the event that:-
  - (i) any Qualified Customer is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion or to receive the applicable Award;
  - (ii) the Qualified Customer is subsequently found to not have incurred the Eligible Transaction;  
or
  - (iii) 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:-

- (a) to amend, correct or adjust the value of any Award;
  - (b) to suspend, revoke or forfeit any Award; and
  - (c) 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.
9. If UOB determines that any Award should be suspended, revoked, forfeited; or that the value of any 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.
10. UOB has the right, at any time and from time to time in its discretion, vary the value of any Award; or substitute or replace any Award with another item of similar value, without prior notice or 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.
11. Participation in the Promotion is subject to these Terms and Conditions and by registering for the Promotion, each of the Customers are deemed to have accepted these Terms and Conditions. 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.
12. The prevailing terms and conditions under the UOB Customer Agreement, the prevailing terms and conditions of any agreement or document governing the Customer's relationship with UOB, the prevailing terms and conditions governing the specific product or service offered by UOB alone or UOB us together with third parties and the prevailing terms and conditions governing the Eligible Transactions (collectively "Standard Terms") will continue to apply and be binding on the Customers participating in the Promotion. Please visit [uob.com.sg](http://uob.com.sg) for the applicable 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 of such inconsistency on matters relating to the Promotion.
13. 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.
14. 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.
15. UOB shall not be responsible or liable 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.

16. 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.
17. (a) In addition, UOB shall not be responsible or liable for any SMS which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which is not received for any reason;  
  
(b) The SMS vendor, independent telecommunication authorities or service provider or such other third party is a third party and is independent and beyond the control of the Bank. The Bank shall not be responsible in any manner whatsoever for the delay in the transmission or receipt of any SMS.  
  
(c) 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 the Bank for the Promotion and the Bank shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Customer. The Customer 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 the Promotion.
18. The Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
19. UOB's decision on all matters relating to the Promotion are at its discretion and shall be final, conclusive and binding on the Customer. UOB shall not be obliged to give any prior notice or any reason or enter into any correspondence with the Customer or any persons on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained and no payment or compensation will be paid.
20. 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.
21. 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.
22. 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.

23. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Customers who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
24. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.