

TERMS AND CONDITIONS GOVERNING THE UOB MIGHTY QR PAY TOP TRANSACTORS FESTIVE PROMOTION

1. DEFINITIONS

- 1.1 “**UOB**” means United Overseas Bank Limited.
- 1.2 “**UOB Mighty**” means UOB Mighty mobile banking application.

2. ELIGIBILITY

- 2.1. This UOB Mighty QR Pay – Top Transactors Festive Promotion (“**Promotion**”) is open to new and existing users of UOB Mighty. By participating in this Promotion, you are deemed to have agreed to be bound by these terms and conditions.
- 2.2. This Promotion shall take place between 00:00 hours (Singapore time) on 1 October 2020 until to 23:59 hours (Singapore time) on 31 December 2020, both dates inclusive (the “**Promotion Period**”).
- 2.3. To participate in this Promotion, you must make at least one NETS payment transaction of any amount by scanning the NETS QR Code using your UOB Mighty (the “**NETS Transactions**”) in the calendar months of October 2020, November 2020 or December 2020.
- 2.4. In each calendar month of this Promotion (i.e. October 2020, November 2020 and December 2020), the top 3 participants with the highest total dollar value amount of NETS Transactions made pursuant to Clause 2.3 above for that calendar month shall each be eligible to redeem a Huawei gift (the “**Gift**”). The Gift for each of October 2020, November 2020 and December 2020 may be different and will be announced subsequently via such means of communication as may be determined by UOB in its sole discretion.”
- 2.5. You are only eligible to redeem a maximum of one Gift under this Promotion. In other words, if you were eligible to redeem the Gift for the month of October 2020, you will not be eligible to redeem the Gift for the calendar months of November 2020 or December 2020 regardless of the amount of NETS Transactions made during the calendar months of November 2020 or December 2020.
- 2.6. If you are eligible to redeem the Gift, you will be notified by letter mailed to your last known address based on UOB’s records (the “**Redemption Notification**”). The Redemption Notification will be sent out by 31 January 2021 (or such other date as may be determined by UOB).
- 2.7. Details of how to redeem/claim the Gift will be set out in the Redemption Notification. UOB reserves the right to decline any redemption of the Gift if any one of the requirements set out

in the Redemption Notification is not met at the time of redemption. No replacement will be issued for a lost, stolen or destroyed Redemption Notification.

- 2.8. The Gift must be redeemed during the redemption period specified in the Redemption Notification. UOB will not extend the redemption period for any reason whatsoever.
- 2.9. Gifts are on a first-come-first-served basis, whilst stocks last and subject to availability. UOB shall not be required to notify and/or update on the stock availability of the Gift.
- 2.10. The Gift is not exchangeable for cash, credit or kind, in full or in part, and is not replaceable if lost, damaged or stolen. No reservation, refund or exchange of the Gift is allowed.
- 2.11. UOB may substitute the Gift with any item of equivalent or similar value, without prior notice or reason or being liable to any person.
- 2.12. 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

- 3.1. The following persons shall not be eligible to participate in the Promotion:
 - 3.1.1. individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
 - 3.1.2. 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;
 - 3.1.3. 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
 - 3.1.4. anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.

- 3.2. 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 your 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.
- 3.3. 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.
- 3.4. If UOB determines that you are ineligible to participate in this Promotion or to receive any award or benefit under this Promotion, UOB may in its sole discretion forfeit such award or benefit, reclaim the award or benefit or charge to and debit an amount equal to the value of the award or benefit 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 award or benefit through such means as UOB may determine in its sole discretion.
- 3.5. These terms and conditions shall be read in conjunction with any other terms that may be relevant in connection with this Promotion (collectively the "**Standard Terms**"). In the event of any inconsistency between (i) these term and conditions and the Standard Terms, these terms and conditions shall prevail to the extent of such inconsistency; and (ii) these terms and conditions and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, these terms and conditions shall prevail to the extent that such discrepancy relates to this Promotion.
- 3.6. UOB may, at any time and at its discretion terminate the Promotion and/or amend any of the terms and conditions of this Promotion, and all persons shall be bound by such amendments.
- 3.7. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 3.8. 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 the purposes of this Promotion and to contact you, including by voice call or text message.
- 3.9. A person who is not a party to these terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce these terms and conditions.

- 3.10. These terms and conditions 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.