

#### **TERMS AND CONDITIONS FOR UOB CARDS ONLINE 5% REBATE PROMOTION**

## 1. Promotion

- 1.1 This UOB Cards Online 5% Rebate Promotion ("**Promotion**") is valid from 1 March 2020 to 31 May 2020, 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 This Promotion is only open to holders of a UOB Card who have not used any of their UOB Cards to make online transactions/digital payments between 1 December 2019 to 29 February 2020 (both dates inclusive).
- 1.3 To participate in this Promotion, you must:
  - 1.3.1 successfully register your interest to participate in this Promotion during the Promotion Period using any of the following methods:

(a) Option 1: sending an SMS with the keyword <<u>ONLINE</u>> to 77862 using your **Singapore mobile number registered with UOB**; OR

(b) Option 2: clicking on the registration button for this Promotion by logging on to your UOB Mighty App; and

- 1.3.2 successfully charge at least 1 Eligible Transaction (as defined below) on your UOB Card at any time during the Promotion Period.
- 1.4 For the purposes of this Promotion:
  - 1.4.1 **"Eligible Transactions**" means online transactions (whether in Singapore dollars or foreign currencies) for the purchase of goods and/or services made via the internet and processed by the respective merchants/acquirers as an online transaction and which are successfully charged to your UOB Card, but shall exclude the Excluded Transactions.
  - 1.4.2 **"Excluded Transactions**" means bill payment transactions, funds to prepaid accounts (including top-ups for any pre-paid card or mobile wallet such as Revolut, YouTrip, GrabPay, WeChat Pay or Alipay), Instalment Payment Plan, NETS transactions (for Debit Cards), online money transfers, balance/funds transfers, cash advances, personal loans, fees, interests, finance charges, late payment charges, annual fee charges, reversals, other financial charges, International Processing Fee, SMART\$ transactions, gambling-related transactions, payments made to government institutions and services, member financial institutions, securities brokers and dealers, insurance companies, educational institutes, PayPal, AXS, charities or religious or political organisations, recurring bill payments, utilities bill payments, UOB LuxePay, UOB Pay Anything, transactions that are unposted, subsequently cancelled, voided or reversed for any reason, and/or any other transactions as may be prescribed by UOB from time to time.
  - 1.4.3 **"UOB**" means United Overseas Bank Limited.
  - 1.4.4 **"UOB Card**" refers to any personal Visa, Mastercard, American Express, Union Pay and JCB credit and debit card issued by UOB in Singapore, but does not include any UOB Travel Account cards, UOB Corporate cards, UOB Purchasing cards, UOB Business cards, UOB multicurrency corporate and Private Label cards.
- 1.5 For the avoidance of doubt:
  - 1.5.1 All Eligible Transactions effected in foreign currencies will be converted into Singapore dollars based on UOB's prevailing exchange rate and the Singapore dollar amount posted on UOB's system will be used for the purposes of this Promotion.

- 1.5.2 Eligible Transactions successfully charged on a supplementary UOB Card will accrue to the principal holder of that UOB Card.
- 1.5.3 You only need to register once under Clause 1.3(a) to participate in this Promotion.

## 2. Rebate

- 2.1 In each calendar month during the Promotion Period, if you are the first 3,000 participants of this Promotion in that month to satisfy all of the conditions in Clause 1.3 above, you shall be eligible to receive a 5% rebate on the total amount of your Eligible Transactions incurred on your same UOB Card in that calendar month (the "**Rebate**").
- 2.2 The maximum Rebate that you may receive under this Promotion in each month is capped at S\$10, regardless of the number of Eligible Transactions made during that month and the number of UOB Cards used to make those Eligible Transactions in that month.
- 2.2 The Rebate will be credited into your UOB Card account by 31 July 2020 and reflected in your UOB Card statement to offset your next UOB Card bill.
- 2.3 The Rebate will be forfeited if your UOB Card account is terminated or suspended before 31 July 2020.
- 2.4 The Rebate is not exchangeable and not replaceable (whether in full or in part).
- 2.5 UOB may substitute the Rebate with any item of equivalent or similar value, without prior notice or reason or being liable to any person.

#### 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.

# **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;
  - (b) 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. 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 Reward 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.
- 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.
- 4. If UOB determines that you are ineligible to participate in this Promotion or to receive the Reward, UOB may in its sole discretion forfeit the Reward, reclaim the Reward or charge to and debit an amount equal to the value of the Reward 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 Reward through such means as UOB may determine in its sole discretion.
- 5. The Terms shall be read in conjunction with the prevailing UOB Cardmember Agreement 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.
- 6. 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.
- 7. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 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 personal data for the purposes of this Promotion and to contact you, including by voice call or text message.
- 9. 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.
- 10. 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.