

# Terms and Conditions for UOB One Account Acquisition Promotion (13 November 2019 to 31 December 2019)

## 1. Definition

- "Account" means a new UOB One Account which is successfully opened by a Participant during the Promotion Period and which is valid, subsisting and in good standing at all times as determined by the Bank at its sole discretion.
- 1.2 "Bank" or "UOB" means United Overseas Bank Limited and includes its successors or assigns.
- 1.3 "Gift" means a pair of Cathay Cineplexes Platinum Movie Suites Vouchers worth S\$76.
- 1.4 "Fresh Funds" means funds in the amount of \$\$10,000:
  - (i) in the form of non-UOB cheques or non-UOB cashier's order;
  - (ii) that are not transferred from any existing UOB current/savings or fixed deposit account;
  - (iii) that are not withdrawn from any existing UOB current/savings or fixed deposit account and re-deposited (whether part or all of the amounts withdrawn) into the Account indicated in the SMS Registration (as defined below) at any time during the Promotion Period.
- 1.5 **"Participant"** means any individual who makes an application as a primary accountholder for an Account during the Promotion Period but shall exclude the following individuals:-
  - (i) any individual who is an existing holder of a UOB current account or savings account prior to the Promotion Period; and
  - (ii) any individual who has closed an existing UOB current account or savings account prior to or during the Promotion Period.
- 1.6 **"Promotion"** means this UOB One Account Acquisition Promotion (13 November 2019 to 31 December 2019).
- 1.7 **"Promotion Period"** means the period from 13 November 2019 to 31 December 2019, both dates inclusive.

#### 2 Promotion

- 2.1 By participating in this Promotion, all Participants agree to be bound by the terms and conditions of this Promotion (the "Terms and Conditions").
- 2.2 The first 500 Participants to satisfy all of the following conditions (each, an "Eligible Participant") shall be eligible to redeem the Gift:
  - (a) the Participant successfully opens an Account with UOB during the Promotion Period;
  - (b) the Participant registers to participate in this Promotion by sending an SMS to 77862 ("SMS") in the following format during the Promotion Period (the "SMS Registration"); and

**UOBONE**<space>Last 4 alpha numeric digits of **NRIC/Passport Number in UOB's records**<br/> **<space>DDMMYY of birth** 



Example of a valid SMS for participation in this Promotion:

- UOBONE<space>567A<space>291090
- UOBONE<space>766B<space>010179
- (c) the Participant makes a deposit of Fresh Funds into the Account during the Promotion Period via any one of the following methods:
  - (i) "FAST" from any financial institution in Singapore that offers "FAST" services;
  - (ii) UOB Cash Deposit Machine;
  - (iii) UOB Quick Cheque Deposit Boxes;
  - (iv) over-the-counter at any one of the branches of the Bank; and/or
  - (v) any other channels permitted by the Bank.
- 2.3 For Participants who have submitted more than one SMS Registration during the Promotion Period under this Promotion, UOB will use the last SMS Registration as of the date of fulfillment to determine the eligibility of the Participant and to earmark the Fresh Funds deposited.
- 2.4 In the event that a Participant is the primary account holder of more than one Account indicated in the SMS Registration, UOB will either select the Account with the latest Account opening date or select any one Account at its discretion for the purposes of this Promotion to determine the eligibility of the Participant and to earmark the Fresh Funds deposited.
- 2.5 All SMS Registrations for this Promotion which are not in the format prescribed in these Terms and Conditions or sent to an incorrect number or sent from a mobile number which is not registered with the Bank will be null and void.
- 2.6 For the avoidance of doubt, any Fresh Funds deposited into an Account in an amount less than S\$10,000 will not be eligible for this Promotion. In the event that the Fresh Funds deposited by an Eligible Participant under this Promotion exceeds S\$10,000, only S\$10,000 of Fresh Funds will be earmarked in accordance with Clause 2.7. Fresh Funds which have been earmarked under this Promotion cannot be used for other offers, privileges or promotions.
- 2.7 Fresh Funds deposited by an Eligible Participant under this Promotion will be earmarked until 31 March 2020 ("Earmark End Date"). "Earmarked" means that the amount deposited will not be reflected in Account statements and cannot be withdrawn from the Account until the Earmark End Date. The Eligible Participant will only be allowed to withdraw the earmarked amount on or after the Earmark End Date.
- 2.8 If an Eligible Participant withdraws the Fresh Funds deposited from the Account on or before the Earmark End Date, or is otherwise discovered to be ineligible for this Promotion, the Bank may at its discretion forfeit or reclaim the Gift or charge to and debit an amount equal to the value of the Gift from the Account or any other account that the said Eligible Participant has with the Bank. If the monies standing to the credit of the Account or such other accounts are insufficient to reimburse the Bank, the Eligible Participant shall immediately reimburse the Bank for the value of the Gift through such modes and means as the Bank decides at its discretion.
- 2.9 An early account closure fee of \$\$30 is payable if any Account is closed within six (6) months from the account opening date of the Account.
- 2.10 The following persons shall not be eligible to participate in this Promotion:



- (a) individuals whose Accounts are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time during this Promotion Period;
- (b) individuals whose Accounts are not active, valid, subsisting or in good standing or which are otherwise determined by UOB as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its sole discretion;
- (c) individuals who are mentally unsound, facing legal incapacity or is 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.

## 3 Gift

- 3.1 Eligible Participants will be notified via SMS (the "**Redemption Notice**"). The Redemption Notice will be sent to the Eligible Participant's mobile number based on UOB's records within 4 weeks after the end of the Promotion Period.
- 3.2 Details for the redemption of the Gift will be stated in the Redemption Notice. UOB reserves the right to decline any redemption or request for the Gift if any one of the requirements set out in the Redemption Notice have not been met at the time of redemption.
- 3.3 The Gift must be redeemed during the redemption period specified in the Redemption Notice. UOB will not extend the redemption period for any reason whatsoever. For the avoidance of doubt, any Gift that is not redeemed by the redemption date stated in the Redemption Notice will be forfeited.
- 3.4 UOB may substitute the Gift with any item of equivalent or similar value, without prior notice of reason or being liable to any person.
- 3.5 The Gift is strictly non-transferable, non-assignable and non-exchangeable. No payment or compensation whether in cash, credit or kind shall be made for any uncollected, misplaced, lost, defaced, stolen or damaged Gift.
- 3.6 Gifts are on a first-come-first-served basis, while stocks last and subject to availability. UOB shall not be required to notify and/or update any Eligible Participants on the stock availability of the Gift.
- 3.7 Each Eligible Participant is only entitled to redeem (1) Gift under this Promotion.
- 3.8 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 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.
- 3.9 UOB shall not be required to assist or act on the Eligible Participant's behalf in communicating with the merchant and/or supplier of the Gift.



3.10 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.

#### 4 General

- 4.1 Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party and UOB shall not be responsible or liable for any undelivered, lost or delayed SMS sent to, sent by, and/or received by the Participants. The Participants 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. 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 UOB. UOB shall not be responsible or liable in any manner whatsoever for the delay in the transmission or receipt of any SMS or for any lost SMS.
- 4.2 Participants will need to maintain sufficient funds in the account to meet his financial commitments. The Participant continues to be liable for all associated charges arising from any unsuccessful processing of cheques, GIRO deductions or any other payment instructions, whether due to insufficient available funds in the Account or otherwise.
- 4.3 The Bank shall not be responsible or liable:-
  - (a) for any late posting of any application for an Account to the Bank or for any failure in the Bank's receipt of the application for an Account;
  - (b) for any SMS, notification, notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which is not received in time or which a Participant does not receive for any reason whatsoever;
  - (c) for any breakdown or malfunction in any computer system or equipment;
  - (d) if the Bank is unable to perform its obligations hereunder as a result of (whether direct or indirect) the delay or failure of any third party including, but not limited to, the SMS vendor, telecommunication authorities or service provider, the failure of any machine, computer system or communication system, industrial dispute, war, Act of God or for any act or omission outside the control of the Bank; or
  - (e) for any cost, damage, claim of, loss to or expenses of the Participant or any other person in connection with the Promotion, howsoever arising.
- 4.4 The Bank 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 an Participant has met all the requirements of the Promotion. The Bank's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given. The Bank shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to the Promotion or its decision or to assume any liability to any person and no appeal, correspondence or claims will be entertained.
- 4.5 Participation in the Promotion is subject to these Terms and Conditions. The Terms and Conditions shall be read in conjunction with the Bank's prevailing Terms and Conditions Governing Accounts and Services (Individual Customers) (the "Standard Terms"). In the event of any inconsistency



between (i) the Terms and Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency; and (ii) the Term and Conditions and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail to the extent that such discrepancy relates to this Promotion.

- 4.6 Notwithstanding anything in the Terms and Conditions, the Bank may, at any time and at its discretion terminate the Promotion and/or vary, amend, delete or add on to any of the Terms and Conditions, including but not limited to, varying the Promotion Period at any time without giving any reason or prior notice or assuming any liability to any person, and all persons shall be bound by these amendments. The Bank shall not be liable for any claims, costs, expenses, losses or damages suffered by any person as a result of the aforementioned matters.
- 4.7 While all the information provided herein is believed to be reliable at the time and date of printing, the Bank makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 4.8 Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 4.9 By participating in the Promotion, Participants are deemed to have consented to the collection, use and disclosure of his/her personal data by the Bank, the organisers, sponsors, promoters, merchants, vendors and/or their respective contractors for the purposes of the Promotion including verifying the eligibility of the Participants, contacting the Participants by telephone, mobile phone, email, letter or SMS regarding the Promotion, and all other purposes incidental to the Promotion.
- 4.10 A person who is not a party to the Terms and Conditions or any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of the Terms and Conditions or any such agreement.
- 4.11 The Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Participants who participate in this Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

## **Deposit Insurance Scheme**

Singapore dollar deposits of non-bank depositors and monies and deposits denominated in Singapore dollars under the Supplementary Retirement Scheme are insured by the Singapore Deposit Insurance Corporation, for up to \$\$75,000 in aggregate per depositor per Scheme member by law.

Monies and deposits denominated in Singapore dollars under the CPF Investment Scheme and CPF Retirement Sum Scheme are aggregated and separately insured up to \$\$75,000 for each depositor per Scheme member. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.