

TERMS AND CONDITIONS GOVERNING THE UOB TMRW FX SIGNUP 2022 PROMOTION (“TERMS AND CONDITIONS”)

1. DEFINITIONS

“**Account**” means any one of the following UOB accounts which is used as a transaction account:

- (i) Chequeing Account;
- (ii) Savings Account;
- (iii) Privilege Account;
- (iv) Wealth Premium Account; or
- (v) Credit Card Account.

“**UOB TMRW**” means UOB TMRW mobile banking application.

“**Promotion**” means this UOB TMRW FX Signup 2022 Promotion.

“**UOB**” means United Overseas Bank Limited.

2. ELIGIBILITY

- 2.1. This Promotion is open to new and existing users of UOB TMRW (“**Eligible Customers**”), save for those excluded further to Clause 2.2 below.
- 2.2. The following individuals are not eligible to participate in this Promotion:-
 - 2.2.1. any individual whose Account has been, voluntarily or involuntarily, suspended, terminated, cancelled or closed at any time during the Promotion Period;
 - 2.2.2. any individual whose Account is not active, valid, subsisting or in good standing at any time during the Promotion Period;
 - 2.2.3. any individual whose Account is deemed to be delinquent or unsatisfactorily conducted by UOB at its absolute discretion at any time during the Promotion Period;
 - 2.2.4. any individual who is mentally unsound, facing legal incapacity or is incapable of handling his/her affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against him/her; or
 - 2.2.5. anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.
- 2.3. Notwithstanding anything to the contrary, the Account of the Eligible Customer must be in good standing and conducted in a proper and satisfactory manner at all times as determined by UOB at its absolute discretion in order for the Eligible Customer to be able to participate in this Promotion (“**Eligible Account**”).

- 2.4. By participating in this Promotion, Eligible Customers are deemed to have agreed to be bound by these terms and conditions.

3. PROMOTION

- 3.1 The Promotion shall be held on and will only be valid for the following (each a “**Campaign Period**” and collectively the “**Promotion Period**”):

- (i) 15 September to 14 October 2022 (the “**September Campaign**”);
- (ii) 15 October to 14 November 2022 (the “**October Campaign**”); and
- (iii) 15 November to 14 December 2022 (the “**November Campaign**”).

- 3.2 To participate in the Promotion, an Eligible Customer must, during the relevant Campaign Period:

- (i) have successfully signed up for MightyFX via UOB TMRW App during the Qualifying Period; and
- (ii) make a MightyFX conversion of a minimum of Five Hundred Singapore Dollars (S\$500) from his/her eligible MightyFX account denominated in SGD which is used for MightyFX transactions (“**MightyFX Account**”) into any foreign currency available on his/her MightyFX Account (“**MightyFX Conversion**”).

- 3.3 The first two hundred (200) Eligible Customers from each respective Campaign Period to successfully fulfill the conditions set out on clause 3.2 above shall each receive one (1) Cash Credit of Ten Singapore Dollars (S\$10) into their MightyFX Account (which shall be the same MightyFX Account from which the qualifying MightyFX Conversion was made). Each Eligible Customer shall only be entitled to receive one Cash Credit, regardless of the number of MightyFX Conversions performed.

- 3.4 Cash Credits awarded under this Promotion will be credited, and qualifying Eligible Customers from the campaign will be notified of the same, by 30 November 2022 for the September Campaign, 31 December 2022 for the October Campaign, and 31 January 2023 for the November Campaign.

4. GENERAL

- 4.1 Cash Credits will not be credited to the Eligible Customer if his/her Account is terminated on or before the date on which the Cash Credit is to be made.

- 4.2 If you satisfy all of the conditions in Clause 3.2 above and are selected as one of the winners but are found to have de-registered your MightyFX account within one (1) month after the Qualifying Period, you will be disqualified and deemed ineligible from participating in the Promotion.

- 4.3 Cash Credits are neither transferrable nor exchangeable for other cash, credit, goods and services, products or privileges or other kind in full or in part and is not refundable or replaceable. UOB reserves the right to replace the Cash Credit with another item of similar value without giving any reason or prior notice or assuming any liability to any person.
- 4.4 Notwithstanding anything to the contrary, UOB reserves the right to select a substitute Eligible Customer/Account to substitute an initial Eligible Customer/Account that is subsequently found to be ineligible or disqualified or not entitled to participate in this Promotion.
- 4.5 If any Eligible Customer/Account is subsequently found to be ineligible or disqualified or not entitled to participate in this Promotion, UOB reserves the right to, without prior notice or having to give any reason, forfeit/reclaim the Cash Credit and award or dispose of it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited/reclaimed Cash Credit. UOB shall also be entitled to claim from any Account a reimbursement for the value of the Cash Credit through such modes and methods as shall be determined by UOB, including, without limitation, deducting/claiming back the same from any of the Eligible Customer's accounts with UOB or otherwise.
- 4.6 UOB shall not be responsible or liable:-
- 4.6.1 for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under the terms and conditions of this Promotion due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider or such other third party which may be engaged or whose services are relevant to this Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
 - 4.6.2 for any application, notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
 - 4.6.3 for any breakdown or malfunction in any computer system or equipment; or
 - 4.6.4 for any costs, losses, damages, claims, expenses and/or injuries of any customer or any other person howsoever incurred or suffered.
- 4.7 UOB may, at any time and from time to time, terminate or withdraw this Promotion and/or vary, modify, add and/or delete any provisions herein, including but not limited to amending the duration of this Promotion or the eligibility criteria, without giving any reason, prior notice and/or assuming any liability to any party, and UOB shall not be liable to pay any compensation

or enter into any correspondence in connection with the same and all Eligible Customers shall be bound by any such variations, modifications, additions and/or deletions.

- 4.8 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with this Promotion and UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to this Promotion. UOB's decisions on all matters in connection with this Promotion are at its discretion and shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB to any person.
- 4.9 All Eligible Customers shall continue to be bound by:
- (i) UOB Debit Cardmember Agreement;
 - (ii) UOB Terms and Conditions Governing Accounts and Services;
 - (iii) KrisFlyer UOB Terms and Conditions;
 - (iv) UOB Debit Card Fees and Charges;
 - (v) NETS Terms and Conditions; and
 - (vi) Terms and Conditions governing Digital Services.

In the event of any inconsistency between these Terms and Conditions and the aforementioned terms and conditions, these Terms and Conditions shall prevail to the extent that such inconsistency pertains to this Promotion.

- 4.10 All information is correct at the time of publishing or printing and UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy. In the event of any inconsistency or discrepancies between these terms and conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with this Promotion, these Terms and Conditions shall prevail.
- 4.11 Unless otherwise stated, the Promotion is not valid with other offers, discounts, rebates, vouchers, privileges or promotions.
- 4.12 A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term herein.
- 4.13 These terms and conditions shall be governed by and construed in accordance with the laws of Singapore and the Singapore courts shall have exclusive jurisdiction over any dispute arising out of or in relation to the Promotion.