

### TERMS AND CONDITIONS FOR 'NETS TAP & SIMPLYGO TRANSIT REBATE PROMOTION'

#### 1. Promotion

- 1.1 This 'NETS Tap & SimplyGo Transit Rebate Promotion' ("Promotion") is valid from 1 to 29 February 2020 for the February Rebate and 1 to 31 March 2020 for the March Rebate, all 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 open to all holders of an ATM Card with NETS Contactless function ("Eligible Card") issued by United Overseas Bank Limited ("UOB") in Singapore (together, the "Cardmembers" and each a "Cardmember"), whose Eligible Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.
- 1.3 To participate in this Promotion, you must successfully charge a total of at least S\$30 in Eligible Transactions (the "Minimum Spend") on the Eligible Card per month during the Promotion Period (the "Qualifying Spend Period")].
- 1.4 For the purposes of this Promotion:
  - 1.4.1 **"Eligible Transactions"** means NETS Tap contactless transactions for public transit services (public buses and MRT) in Singapore.
  - 1.4.2 "Excluded Transactions" means all other transactions which are not Eligible Transactions.
  - 1.4.3 "UOB" means United Overseas Bank Limited.
  - 1.4.4 "**UOB Account**" means any account you now or hereafter have with UOB, used for the purposes of services provided to you, whether singly or jointly.

## 2. Rebate

- 2.1 If you are the first 18,000 participants (across all NETS Contactless ATM cardholders including cardholders from other banks) per month during the Promotion Period to satisfy all of the conditions in Clause 1.3 above (each, an "Eligible Customer"), you shall be eligible to receive one (1) S\$5 rebate ("Rebate/Rebates") per month, regardless of the total amount spent on Eligible Transactions.
- 2.2 Any Rebate(s) earned will be credited into your UOB Account linked to your Eligible Card within 2 to 3 calendar months of the end of the Promotion Period.
- 2.3 The Rebate is not transferable, exchangeable nor redeemable for other rewards.

# 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 Rebate(s) 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 Rebate(s), UOB may in its sole discretion forfeit the Rebate(s), reclaim the Rebate(s)or charge to and debit an amount equal to the value of the Rebate(s) 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 Rebate(s) through such means as UOB may determine in its sole discretion.
- 5. The Terms shall be read in conjunction with the prevailing UOB Debit 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.