

TERMS & CONDITIONS FOR UOB CHRISTMAS CAMPAIGN 2018**1. PROMOTION AND ELIGIBILITY**

- 1.1 The *UOB Christmas Campaign 2018* (“**Promotion**”) is open to all holders of an Eligible Card(s) (“**Cardmembers**”) during the period commencing from 19 November 2018 to 31 December 2018 (both dates inclusive) (“**Qualifying Period**”).

The term “**Eligible Card(s)**” refers to any Visa, MasterCard, American Express, UnionPay and JCB credit card or debit card issued by United Overseas Bank Limited (“**UOB**”) in Singapore, but does not include any UOB Travel Account cards, UOB Corporate (on corporate liability) cards, UOB Purchasing cards, UOB Business cards, UOB multicurrency Corporate and Private Label cards.

- 1.2 (i) Without limiting the generality of Paragraph 1.1 above, the following shall not be eligible for the Promotion:
- (a) Cardmembers whose Eligible Card(s) account(s) is/are voluntarily or involuntarily suspended, cancelled or terminated during the Qualifying Period and for the avoidance of doubt, termination of a supplementary Cardmember’s account(s) will not by itself disqualify the principal Cardmember from the Promotion;
 - (b) Cardmembers whose Eligible Card(s) account(s) is/are not active, valid, subsisting or in good standing or which are determined by UOB as being delinquent or unsatisfactorily conducted at its sole and absolute discretion;
 - (c) Cardmembers who are mentally unsound, without legal incapacity, deceased, bankrupt or who have any legal proceedings of any nature instituted against them; and
 - (d) Cardmembers who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time.
- (ii) Notwithstanding anything herein to the contrary, UOB has the sole and absolute discretion at any time and from time to time to determine the eligibility of any Cardmember to participate in the Promotion and shall not be obliged to give any reason therefor.

2. GIFT AND ELIGIBILITY FOR GIFT

Fitbit Charge 3 (comes with 1 classic Fitbit band and 1 Fitbit Frost White Sports band) + a UOB Limited Edition Band designed by Andy Yang worth S\$388 (“Gift”)

- 2.1 (i) The first two thousand five hundred (2,500) Cardmembers to successfully charge Local Eligible Transaction(s) and/or Overseas Eligible Transaction(s) during the Qualifying Period to his/her Eligible Card(s) in an aggregate amount of at least S\$4,800 (“**Minimum spend**”), shall be deemed “**Eligible Cardmembers**” who will be eligible to receive the Gift.

(ii) The Minimum spend must be evidenced by **original** Charge Slips for point-of-sale transactions, card statement(s)/ e-statements/ Personal Internet Banking Transaction History for online transactions. For avoidance of doubt, duplicates, written, photocopies, softcopies or voided Charge Slips are strictly not accepted.

(iii) Each Eligible Cardmember is limited to one (1) Fitbit Charge 3, regardless of the number of times that he/she may have incurred the Fitbit Charge 3 minimum spend.

Gift Conditions

- 2.2 For the purposes of calculating the respective Minimum Spend under this Promotion, all Overseas Eligible Transaction(s) made in Foreign Currencies will be converted into Singapore Dollars based on the stated exchange rates in Appendix 1 if the foreign currency is not stated in Appendix 1, UOB has the sole and absolute discretion at any time to determine the exchange rate based on valid sources.
- 2.3 The Cardmember need not incur the Minimum Spend on the same Eligible Card(s).
- 2.4 For the avoidance of doubt:-
- (a) each principal Cardmember's spend on Local Eligible Transaction(s) and/or Overseas Eligible Transaction(s) will go towards meeting the Minimum Spend of that principal Cardmember only;
 - (b) each supplementary Cardmember's spend on Local Eligible Transaction(s) and/or Overseas Eligible Transaction(s) will go towards meeting the Minimum Spend of that supplementary Cardmember only; and
 - (b) the Minimum Spend of a principal Cardmember cannot be fulfilled by Local Eligible Transaction(s) and/or Overseas Eligible Transaction(s) performed by a supplementary Cardmember and vice versa.
- 2.6 For the purposes of the Promotion, the following terms have the following meanings:-
- (i) **"Charge Slip"** means the original and physical payment receipt or record issued by a merchant evidencing that a Cardmember has effected a valid payment transaction with the merchant (whether for the purchase of goods or services) through that Cardmember's Eligible Card(s) and which such receipt or record reflects the last 4 digits of such Eligible Card(s).
 - (ii) **"Gift"** refers to the Fitbit Charge 3 (comes with 1 classic Fitbit band and 1 Fitbit Frost White Sports band) + a limited edition UOB band designed by Andy Yang. The limited edition band designed by Andy Yang is a UOB manufactured product and exclusive to this offer.
 - (iii) **"Local Eligible Transaction(s)"** means a point of sale or online transaction(s) for the purchase of goods and/or services in Singapore which is successfully charged to a Cardmember's Eligible Card(s) during the Qualifying Period and which is successfully captured/posted on UOB's systems during the Qualifying Period, **but EXCLUDES** any transactions **without Charge Slips**, NETS transactions (for Debit Cards), , **Instalment Payment Plan**, payments made to government agencies (including all ministries, statutory boards, organs of state and public services such as **hospitals, polyclinics, schools**, listed at <http://app.sgdi.gov.sg>), **insurance companies, educational institutes**, PayPal, AXS, charities, rental, court fees, fines, bail, bond, tax, fund transfers, payment of funds to prepaid accounts (including without limitation, EZLINK, EZ Link, EZ-Link, FlashPay ATU, TRANSIT LINK), recurring bill payments, utilities bill payments, transactions for balance and/or funds transfer, UOB SmartPay, UOB LuxePay, UOB Pay Anything or

Payment Facility, UOB Personal Loans, cash advances, cash advance fees, bank annual fees, late fees, reversals, interest, any finance charges and/or any transaction that was subsequently cancelled, voided or reversed for any reason.

- (iv) **“Overseas Eligible Transaction(s)”** means a point of sale transaction(s) or online transactions for the purchase of goods and/or services outside of Singapore which is successfully charged to the Cardmember’s Eligible Card(s) in a currency other than Singapore Dollars (**“Foreign Currency”**) during the Qualifying Period and which is successfully captured/posted on UOB’s systems during the Qualifying Period, **but EXCLUDES** any transactions **without Charge Slips, Instalment Payment Plan**, payments made to **insurance companies, educational institutes**, PayPal, AXS, charities, rental, court fees, fines, bail, bond, tax, fund transfers, payment of funds to prepaid accounts, recurring bill payments, utilities bill payments, cash advances, cash advance fees, bank annual fees, late fees, reversals, interest, any finance charges and/or any transaction that was subsequently cancelled, voided or reversed for any reason.
- (v) **“Online Transaction(s)”** means purchase of goods and/or services in Singapore or overseas which is successfully charged to a Cardmember’s Eligible Card(s) during the Qualifying Period and which is successfully captured/posted on UOB’s systems during the Qualifying Period and is reflected on UOB card statements, UOB Personal Internet Banking or UOB Mighty.

3. GIFT REDEMPTION

3.1 The redemption of the Gift will be available on a **“first-come, first-served”** basis and on a **“strictly while stocks last”** basis, from 19 November 2018 for the Fitbit Charge 3 Graphite Aluminium with Frost White Sports Band and from 6 December 2018 for the Fitbit Charge 3 Rose Gold Aluminium with Frost White Sports Band (**“Redemption Period”**). The Limited Edition UOB Cards Designer Band will be mailed out to all Cardmembers who have successfully redeemed the Gift as per mailing address in the Bank’s records in mid- January 2019.

3.2 Strictly **NO reservation or exchange** of the Gift is allowed.

3.3 UOB shall not be responsible at any time to notify or update any Cardmember on the availability or stock balance of the Gift. All requests or enquiries on the availability or stock balance for the Gift via the UOB Call Centre, UOB Branches, any staff of UOB, the UOB Relationship Managers or redemption centre will be declined and will NOT be entertained.

UOB Cards Facebook page and uob.com.sg/xmas will be updated to provide notice when all the Gifts are redeemed.

3.4 Each Eligible Cardmember will need to bring along **all** of the following documents for redemption of the Gift:-

- (i) **the original or a copy of his/her NRIC or Passport;**
- (ii) **all the Charge Slips (for point-of sale transactions), UOB card statement(s) and/or Personal Internet Banking Transaction History (for online transactions) evidencing the respective Minimum Spend. A photocopy, softcopy, written copies, voided copies or duplicates of**

**such Charge Slips are strictly not accepted and will not be entertained;
AND**

- (iii) **all of the original Eligible Card(s) described in the Charge Slips referred to in Paragraph 3.5(ii) above - photocopy and softcopy of such Eligible Cards are strictly not accepted and will not be entertained.**

UOB reserves the right to decline any redemption request for the Gift if any one of the items described above is not produced at the time of redemption.

- 3.5 The Gift may be redeemed from the following redemption centre during the stated opening hours:-

<p>Mojito Redemption Plaza Singapura Extension #04-60/61, 68 Orchard Road Singapore 238839 Opening hours: 11.30am to 8.30pm (Closed on Public Holidays)</p>
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- 3.6 If the Eligible Cardmember is unable to come in person to redeem the Gift, the Eligible Customer may, by completing the **Letter of Authorisation** found at uob.com.sg/xmasloa appoint an authorized representative to redeem the Gift for and on behalf of the Eligible Cardmember. Such authorised representative must present **all** of the following documents for redemption of the Gift:-

- (i) **the completed original printed Letter of Authorisation - photocopy or softcopy of the Letter of Authorisation are not accepted and will not be entertained;**
- (ii) **the original NRIC/Passport of such authorised representative;**
- (iii) **the original Charge Slips referred to in Paragraph 3.5(ii) above;**
- (iv) **a photocopy of the Eligible Cardmember's Eligible Card(s) referred to in Paragraph 3.5(iii) above; AND**
- (v) **a photocopy of the Eligible Cardmember's NRIC or Passport.**

UOB reserves the right to decline any redemption request for the Gift by such authorised representative if any one of the items described above is not produced at the time of redemption.

- 3.7 (i) The Gift is not replaceable, exchangeable or refundable for cash, credits or otherwise in full or in part. It is not valid in conjunction with other promotions, discounts, vouchers or privileges.
- (ii) The Eligible Cardmember (or, where applicable, his/her authorised representative) must check the Gift before the Eligible Cardmember (or, where applicable, his/her authorised representative) leaves the redemption centre as no replacement will be made for the Gift for any reason whatsoever (including, without limitation, for any damaged or lost Gift) that has already been redeemed.

- 3.8 UOB assumes no liability or responsibility for (i) any defects, quality, merchantability, the fitness for purpose or any other aspect of the Gift; (ii) the acts or defaults of the

manufacturer, merchants and/or supplier of the Gift or the goods and services provided in this Promotion; or (iii) for any injury, loss, claim or damage or consequences whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of the award, redemption and/or use of the Gift or in connection with the Promotion (including, but not limited to, the loss of life, injury to person and/or loss or damage to property arising from or in connection with the Promotion and/or the Gift).

- 3.9 UOB is not an agent of the manufacturer, merchant and/or suppliers of the Gift or the goods and services provided in this Promotion. Any dispute about the quality or service standard must be resolved directly with the manufacturer, merchant and/or suppliers. The manufacturer, merchant and/or suppliers of the Gift may impose conditions for use or redemption of the Gift offered in the Promotion.
- 3.10 UOB reserves the right, at its discretion, to replace and/or substitute the Gift with another prize without giving prior notice or reason to any Eligible Cardmember or assuming any liability to any party.
- 3.11 (i) Notwithstanding anything to the contrary, UOB reserves the right to:-
- (a) select another Eligible Cardmember to replace any Eligible Cardmember who is subsequently found to be ineligible to participate in the Promotion or disqualified from participating in the Promotion and charge the cost of Gift to the substituted Eligible Cardmember.
 - (b) forfeit the Gift, reclaim the Gift, demand for the refund of the Gift and/or charge the value of the Gift awarded through such methods as UOB may so decide at its discretion (including, without limitation, deducting the value of the Gift redeemed or awarded from the account of an Eligible Cardmember maintained with UOB or requesting the Eligible Cardmember to pay UOB for the cost of the Gift) where:-
 - (1) a Gift which is to be awarded or has been awarded and is subsequently forfeited; or
 - (2) that Eligible Cardmember is found to be not eligible for the Gift or is found to be ineligible or disqualified or not entitled to participate in the Promotion; or
 - (3) that Eligible Cardmember is found to have redeemed more than one Gift.
- (ii) UOB shall not be liable to any such party for any payment or compensation whatsoever arising from the above.
- (iii) Any Eligible Cardmember whose Gift has been forfeited or reclaimed or substituted or who does not receive the Gift shall not be entitled to a replacement gift or any payment or compensation; No replacement, payment or compensation whether in cash, credit or kind shall be made for any Gift which is forfeited or reclaimed or lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged or which the Eligible Cardmember does not receive.

4. OBLIGATIONS OF PARTICIPATION

- 4.1 Participation in the Promotion is subject to these terms and conditions of the Promotion ("**Promotion Terms**") and the Cardmembers are deemed to have accepted the Promotion Terms when they participate in the Promotion. The Cardmembers shall indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB in connection with any breach of the Promotion Terms.
- 4.2 By participating in the Promotion, the Cardmembers are deemed to have consented to the collection, use and disclosure of his/her personal data by UOB, the organisers, sponsors, promoters, merchants, vendors and/or their respective contractors for the purposes of the Promotion including verifying the eligibility of the participant, contacting the participant by telephone, mobile phone, email, letter or SMS regarding the Promotion, and all other purposes incidental to the Promotion

5. GENERAL

- 5.1 The prevailing Cardmembers Agreement ("**Standard Terms**") will continue to apply and be binding on the Cardmembers. Please visit uob.com.sg for the Standard Terms. In the event of any inconsistency between the Promotion Terms and the Standard Terms, the Promotion Terms shall prevail on matters relating to this Promotion.
- 5.2 UOB shall not be liable if it is unable to perform its obligations under the Promotion Terms, due directly or indirectly, to the telecommunication authorities, to any machine or communication system, any merchant, or service provider or other third party engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB.
- 5.3 UOB shall not be responsible or liable for:-
- (i) any failure or delay in the transmission of the Local Eligible Transaction(s) and the Overseas Eligible Transaction(s) (collectively the "**Eligible Transactions**"), sale transactions or receipt of evidence of the Eligible Transactions by any card associations, merchants, merchant acquirors, , postal or telecommunication authorities or any other parties which may result in an Eligible Transaction being omitted (whether from being posted to the Cardmember's account and/or captured in UOB's system or otherwise) during the Qualifying Period; or
 - (ii) any late posting of any Eligible Transactions or for any failure in any of the Eligible Transactions being transacted by the Eligible Card(s) or being captured in UOB's system; or
 - (iii) any notice or communication, application, Charge Slip, SMS or email or billing insert which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which the Cardmember does not receive; or
 - (iv) any breakdown or malfunction in any computer system or equipment.
- 5.4 In the event of any inconsistency or discrepancies between the Promotion Terms and any brochure, marketing or promotional material or any other material relating to the Promotion or the Gift, the Promotion Terms will prevail.

- 5.5 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. UOB's decision on all matters relating to the Promotion shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with the Cardmember or any person on any matter concerning the Promotion and no communication, appeal, correspondence or claims will be entertained.
- 5.7 Notwithstanding anything in the Promotion Terms, UOB reserves the right at any time and from time to time in its sole and absolute discretion to terminate the Promotion or to vary the Promotion Terms, including but not limited to, varying the Qualifying Period, the Redemption Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Cardmember, and all Cardmembers shall be bound by such variations.
- 5.8 While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy.
- 5.9 A person who is not a party to the Promotion Terms and/or any agreement governed by the Promotion Terms and/or the Standard Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term herein and/or any term of such agreement.
- 5.10 The Promotion Terms shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 5.11 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

Date of Publishing: 6 Dec 2018
United Overseas Bank Limited Co. Reg. No. 193500026Z

APPENDIX 1

Rates as at 16 November 2018 10:00:10 AM

Code	Foreign Currency	Unit	Selling TT/OD	Buying	
				TT	OD
AUD	AUSTRALIAN DOLLAR	1	1.0180	0.9870	0.9835
BND	BRUNEIAN DOLLAR	1	1.0000	1.0000	-
CAD	CANADIAN DOLLAR	1	1.0576	1.0326	1.0271
EUR	EURO	1	1.5772	1.5432	1.5382
GBP	BRITISH POUND	1	1.7806	1.7376	1.7286
KWD	KUWAIT DINAR	1	4.5635	-	-
NZD	NEW ZEALAND DOLLAR	1	0.9560	0.9250	0.9215
USD	US DOLLAR	1	1.3856	1.3656	1.3601
ZAR	SOUTH AFRICAN RAND	1	0.0989	0.0949	-
AED	UAE DIRHAM	100	38.3000	36.6000	-
AOA	ANGOLA KWANZA	100	0.4553	-	-
BDT	BANGLADESH TAKA	100	1.6880	-	-
CHF	SWISS FRANC	100	138.3800	135.0800	134.8300
CNH	CHINESE RENMINBI (OFFSHORE)	100	20.0900	19.6300	-
DKK	DANISH KRONER	100	21.2600	20.5600	20.2600
EGP	EGYPTIAN POUND	100	7.9008	-	-
HKD	HONG KONG DOLLAR	100	17.7750	17.3650	17.2350
INR	INDIAN RUPEE	100	1.9529	-	-
JPY	JAPANESE YEN	100	1.2296	1.1956	1.1921
LKR	SRI LANKA RUPEE	100	0.7916	-	-
MXN	MEXICAN PESO	100	6.8523	-	-
NOK	NORWEGIAN KRONER	100	16.5300	15.9300	15.6300
PHP	PHILIPPINES PESO	100	2.6572	-	-
PKR	PAKISTAN RUPEE	100	1.0402	-	-
SAR	SAUDI RIYAL	100	37.5200	35.8200	-
SEK	SWEDISH KRONA	100	15.4400	14.9400	14.6400
THB	THAI BAHT	100	4.2800	4.0800	4.0000
TWD	NEW TAIWAN DOLLAR	100	4.5000	-	-
XAF	CFA FRANC BEAC	100	0.2313	-	-
XOF	CFA FRANC WEST	100	0.2455	-	-
KRW	KOREAN WON	1000	1.2440	-	-
VND	VIETNAMESE DONG	1000	0.0596	-	-