

TERMS AND CONDITIONS GOVERNING THE “UOB-SPC NOVEMBER 2019” PROMOTION

DEFINITIONS

1. For the purposes of the “UOB-SPC November 2019” Promotion (the “**Promotion**”), the following terms are defined as follows: -
 - (i) “**Cardmembers**” means all principal and supplementary cardholders holding an Eligible UOB Card, and whose Eligible UOB Card account is valid, subsisting, in good standing and satisfactorily conducted, as determined by UOB at its discretion.
 - (ii) “**Eligible UOB Card**” means any personal credit and/or debit cards issued by UOB in Singapore. For the avoidance of doubt, Eligible UOB Card excludes all UOB corporate/business credit and/or debit cards.
 - (iii) “**Eligible Transactions**” means a retail transaction for the purchase of goods and/or services at SPC service stations in Singapore which is successfully carried out on and charged to an Eligible UOB Card account during the Promotion Period and which is successfully captured/posted in UOB’s systems under the merchant category code 5541 during the Promotion Period. For the avoidance of doubt, any benefit arising from an Eligible Transaction which is carried out and incurred by a supplementary cardholder of an Eligible UOB Card shall accrue to the applicable principal cardholder, and the termination of the supplementary cardholder’s Eligible UOB Card account will not by itself disqualify the applicable principal cardholder from the Promotion.
 - (iv) “**Excluded Transactions**” means any posted online or offline transactions for payments under Instalment Payment Plans, interests, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, transactions which were subsequently cancelled, voided or reversed for any reason and such other transactions as may be excluded from UOB time to time.
 - (v) “**Gift**” means one (1) SPC S\$50 voucher, on the basis whilst stocks last.
 - (vi) “**Promotion Period**” means the period commencing from 0000hrs on 15 November 2019 to 2359hrs on 31 December 2019 (both dates inclusive).
 - (vii) “**SMS**” means electronic short message service.
 - (viii) “**UOB**” means United Overseas Bank Limited.

PROMOTION

2. The Promotion is open to all Cardmembers, subject to the terms and conditions herein.
3. The first six-hundred (600) Cardmembers who have accrued \geq S\$500 in Eligible Transactions during the Promotion Period (“**Qualified Cardmember**”) shall be entitled to redeem one (1) Gift.

ELIGIBILITY

4. The following persons are not eligible for the Promotion and shall not be entitled to any payment or compensation whatsoever:
 - (i) Cardmembers whose UOB credit and/or debit accounts is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime during the Promotion Period;
 - (ii) Persons who are or become mentally incapacitated, deceased, insolvent, bankrupt or who face legal incapacity;
 - (iii) Persons who have legal proceedings of any nature instituted against them; and

- (iv) Persons whose UOB credit and/or debit card accounts are not active, valid, subsisting or in good standing or which are otherwise determined by UOB in its absolute discretion as being delinquent or unsatisfactorily conducted for any reason as may be determined by UOB at its discretion.
5. UOB has the absolute discretion at any time and from time to time to determine the eligibility of any Cardmember to take part in the Promotion and reserves the right to disqualify any Cardmember from the Promotion if it determines that the conduct of that Cardmember in carrying out any Eligible Transaction is an abuse of the Promotion. The decisions of UOB on all such matters in relation to the eligibility of Cardmembers and/or persons shall be final, binding and conclusive and UOB shall not be obliged to give any reason or prior notice.

GIFT REDEMPTION

6. Qualified Cardmembers will receive an SMS by 29 February 2020 to notify him/her to proceed to redeem the Gift. Each Qualified Cardmember so notified will need to bring along the following items for redemption:-
- (i) the original NRIC or Passport of the Cardmember;
 - (ii) the original SMS received from UOB with the unique serial code in connection with the redemption.

The redemption shall take place at the time and venue as set out in the table below:

Gift Redemption: Mojito Redemption Centre Plaza Singapura 68 Orchard Road, #04-60/61 Singapore 238839	Opening hours: 11.30am to 8.30pm daily Closed on Public Holidays Contact: 6534 8095
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7. Each Qualified Cardmember is only entitled to a maximum of one (1) Gift regardless of the number or total value of Eligible Transactions made.
8. Gifts are issued on a first-come, first-served basis for Qualified Cardmembers
9. All Gifts which are not redeemed by the collection due date stated on the SMS shall be forfeited (with no liability on the part of UOB). Any Cardmember whose Gift has been forfeited shall not be entitled to any payment or compensation, whether in cash, credit or kind. Where the Gift is redeemed by a Cardmember who is subsequently disqualified from the Promotion or discovered not to be eligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from that Cardmember a reimbursement for the value of the Gift.
9. The Gift is not transferable or exchangeable, in full or in part, for cash, credit or kind.
10. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, to replace or substitute the Gift with any other item of equal or similar value selected by UOB. UOB's determination of the replaced and/or substituted item shall be final, conclusive and binding.
11. 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. UOB shall not be required to assist or act on the Cardmember's behalf in communicating with the merchant and/or supplier of the Gift.

General

12. The prevailing terms and conditions under the prevailing UOB Cardmember Agreement or UOB Debit Cardmember Agreement (as may be applicable) (collectively referred to as the “**UOB Singapore Standard Terms**”) will continue to apply and be binding on the Cardmembers where applicable. Please visit uob.com.sg for the UOB Singapore Standard Terms. In the event of any inconsistency between these Terms and Conditions and the UOB Singapore Standard Terms, these Terms and Conditions shall prevail insofar as it relates to the Promotion.
13. In the event of any inconsistency or discrepancies between these Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, these Terms and Conditions will prevail.
14. The redemption of the Gift is subject to terms and conditions as may be imposed by the merchants, agents, suppliers or service providers of the Gift, or any goods or services redeemed under the Promotion from time to time. UOB will not be responsible or liable for any injury, loss, claim or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of the awarding, redemption, or usage of the Gift or goods or services or in connection with the Promotion howsoever arising. UOB and the participating merchants, agents, suppliers or service providers reserve the right to vary/amend the terms and conditions relating to the Promotion and/or Gift without prior notice or giving any reason or being liable to any person. No correspondence, appeal, or claims will be entertained.
15. UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due to (whether directly or indirectly) the failure of the telecommunication authorities, any machine or communication system, any merchant or service provider or such other third party which may be engaged for the Promotion, industrial dispute, war, act of God, or anything outside the control of UOB.
16. UOB shall not be responsible or liable for:-
 - (i) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions or any part thereof by any acquiring merchant, merchant establishment, card association, postal or telecommunication authorities or any other parties which may result in a charge incurred made by the Cardmember being omitted (whether from being posted to the Cardmember’s Eligible UOB Card account, the applicable supplemental Cardmember’s Eligible UOB Card account and/or captured in UOB’s system or otherwise) during the Promotion Period;
 - (ii) any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Cardmember’s Eligible UOB Card or being captured in UOB’s system;
 - (iii) any failure or delay in the Qualified Cardmember’s receipt of the redemption SMS from UOB, whether due to the Qualified Cardmember’s contact number not being registered or updated with UOB or for any other reason whatsoever; or
 - (iv) any breakdown or malfunction in any computer system or equipment.
17. Participation in the Promotion is subject to these Terms and Conditions and the Cardmembers are deemed to have accepted these Terms and Conditions 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 these Terms and Conditions.
18. UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising.
19. UOB’s decision on all matters relating to the Promotion is at its discretion and 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 persons on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.

20. UOB may, at any time and at its discretion terminate the Promotion and/or amend any of the Terms without giving any reason or prior notice or assuming any liability to any person, and all persons shall be bound by such amendments.
21. By participating in the Promotion, each Cardmember hereby irrevocably and unconditionally:
 - (i) consents to the collection, use and disclosure of his personal data by United Overseas Bank Group ("**UOB Group**"), UOB Group's vendors, UOB Group's suppliers, third parties authorized by UOB Group, the organizers, sponsors, promoters and/or their respective contractors, for all purposes and promotions in connection with the Promotion and to contact the Cardmember regarding the foregoing via voice calls or text messages or email;
 - (ii) consents and authorizes UOB to publicly disclose and publish his name and any other of his particulars, including photographs and testimonies of the Qualified Cardmember, for any purposes whatsoever, including, but not limited to, for advertising, promotional, publicity or commercial purposes or for the purposes of publicizing the Promotion, Qualified Cardmember, and/or the Gift on Instagram, Facebook, LINE, UOB.com.sg; and
 - (iii) agrees to co-operate with UOB and shall, if required by UOB at its absolute discretion, participate in any advertising, promotional and publicity and/or commercial activities organized by UOB in relation to the Promotion (including but not limited to attending any prize presentation) at his/her own costs,

without any payment or compensation thereof and in such mode and manner as shall be decided by UOB at its absolute discretion. This is in addition to any other consent which he may have provided to UOB Group in respect of the collection, use and/or disclosure of his personal data and shall be without prejudice to and does not derogate from UOB Group's rights to collect, use and/or disclose his personal data under the law.

22. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
23. A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of these Terms and Conditions.
24. These Terms and Conditions are 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.