

Terms and Conditions governing UOB One Card 10% Rebate on Mobile Payment Transactions Promotion (10 Aug – 31 Oct 2017)

1. Definitions

- 1.1 **“Cardmember”** means the principal holder of an Eligible Card(s) whose Eligible Card(s) account is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.
- 1.2 **“Eligible Card(s)”** means UOB One Card issued by UOB in Singapore.
- 1.3 **“Eligible Participant”** has the meaning set out in Paragraph 2.1(i) below.
- 1.4 **“Eligible Transactions”** refers collectively to all retail transactions and online transactions that are successfully charged to the Eligible Card(s) and which is successfully captured/posted on UOB’s systems during a Qualifying Period but excludes payments of funds to any prepaid accounts, monthly instalments under 0% Instalment Payment Plan and SmartPay, transit transactions, interests, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, unposted, voided, cancelled, disputed and/or reversed transactions and any other transactions as may be excluded by UOB from time to time.
- 1.5 **“Mobile Payment Transactions”** refers to Eligible Transactions that is/are made during any Qualifying Period at point-of-sale devices by tapping the mobile devices against such reader.
- 1.6 **“Promotion”** refers to the *“UOB One Card 10% rebate on Mobile Payment Transactions Promotion (10 Aug – 31 Oct 2017)”*.
- 1.7 **“Promotion Period”** refers to 10 August 2017 to 31 October 2017, both dates inclusive.
- 1.8 **“Qualifying Period”** refers to any one of the periods described in the table in Paragraph 2.1(i)(b) below.
- 1.9 **“UOB”** means United Overseas Bank Limited.

2. Eligibility

- 2.1 (i) The Promotion is open to Cardmembers who have complied with all of the following conditions (each such Cardmember is referred to as an **“Eligible Participant”**):-
- (a) has successfully registered, before 31 October 2017, such Cardmember’s interest to participate in the Promotion via Short Message Service (SMS), by keying in **“10<space>NRIC Number/Passport Number as per Bank’s records (eg. 10 S1234567A)”** and sending it to 77862 with/using his/her last known registered mobile number with UOB; and

- (b) has a minimum spend of S\$500 worth of Eligible Transactions (“**Minimum Spend**”) successfully charged to his/her Eligible Card(s) account during any one of the following Qualifying Periods (as described in the table below) and which said Eligible Transactions are also successfully captured/posted on UOB’s systems during that applicable Qualifying Period (“**Minimum Spend Requirement**”):-

Qualifying Periods	Minimum Spend Requirement
10 August 2017 – 31 August 2017 (both dates inclusive)	S\$500.00
1 September 2017 – 30 September 2017 (both dates inclusive)	S\$500.00
1 October 2017 – 31 October 2017 (both dates inclusive)	S\$500.00

- (ii) A SMS will be sent to each Eligible Participant for each SMS registration referred to in Paragraph 2.1(i)(a) above that is successful.
- 2.2 Eligible Transactions incurred or accrued by supplementary cardholders on any Eligible Card(s) will be attributed to the applicable Eligible Participant for the purposes of the Promotion.
- 2.3 For the avoidance of doubt, each Eligible Participant is only required to register for the Promotion through SMS once for the entire Promotion irrespective of the number of Eligible Card(s) that he/she may have or period of participation.
- 2.4 For the avoidance of doubt, the following Cardmembers shall not be eligible for the Promotion:-
- (i) Cardmembers whose Eligible Card(s) account(s) is voluntarily or involuntarily suspended, cancelled or terminated prior to or on 31 October 2017 and for the avoidance of doubt, termination of a supplementary cardmember’s Eligible Card(s) account(s) will not by itself disqualify the applicable Cardmember from the Promotion;
 - (ii) Cardmembers whose Eligible Card(s) account(s) is 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 and absolute discretion;
 - (iii) Cardmembers who are mentally unsound, facing legal incapacity, deceased, bankrupt or have any legal proceedings of any nature instituted (or threatened) against them; or
 - (iv) Cardmembers who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time.

Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and without having to give any notice or prior reason, to determine the eligibility of the Cardmembers to participate in the Promotion and shall not be obliged to give any reason therefore.

3. 10% rebate on Mobile Payment Transactions

- 3.1 The first 10,000 Eligible Participants (each an “**Eligible Cardmember**”) to perform a mobile transaction shall be entitled to an additional 10% rebate on his/her total Mobile Payments Transactions that were incurred during that Qualifying Period in which he/she has fulfilled the Minimum Spend Requirement (“**Rebate**”).
- 3.2 For the avoidance of doubt, the aggregate Rebate which an Eligible Cardmember may be entitled to under the Promotion is subject to a cap of S\$50.00 per Eligible Cardmember and it will be awarded to and posted to the Eligible Card(s) account of the applicable Eligible Cardmembers as a cash rebate no later than two (2) months after the expiry of the Promotion Period.
- 3.3 The Rebate awarded is non-transferable, non-assignable and not exchangeable for cash, credit or other goods and/or services.
- 3.4 UOB has the right, at any time and from time to time in its discretion and without giving prior notice, giving any reason, or assuming any liability or offering payment of compensation to any person, to vary how the Rebate is determined and/or the value of the Rebate to be awarded. UOB’s determination of the manner in which the Rebate is determined and/or the varied Rebate shall be final, conclusive and binding and no appeal, correspondence, compensation, claims or payments will be entertained or made.
- 3.5 All other fees and charges payable in connection with the Eligible Card(s) shall remain unchanged and shall continue to apply and be payable by the applicable Cardmembers.

4. General

- 4.1 UOB’s prevailing UOB Cardmembers Agreement (“**Standard Terms**”) will continue to apply and be binding on all Cardmembers. Please visit uob.com.sg for the Standard Terms. In the event of any conflict or inconsistency between the terms and conditions herein and the Standard Terms in respect of the Promotion, the terms and conditions herein shall prevail only to the extent of matters relating to the Promotion.
- 4.2 In the event of any inconsistency between the terms and conditions of the Promotion herein and any brochure, marketing or materials relating to the Promotion, the terms and conditions of the Promotion herein shall prevail.
- 4.3 Notwithstanding anything to the contrary, UOB’s decision on all matters relating to or in connection with the Promotion are at its discretion and shall be final, conclusive and binding on all parties concerned and no correspondence or appeal will be entertained and no payment or

compensation will be paid. 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 or its decision and no appeal, correspondence or demands or claims will be entertained and no payment or compensation will be given or paid by UOB.

- 4.4 Participation in the Promotion is subject to the terms and conditions stated herein. Notwithstanding anything to the contrary, UOB may, at its discretion, terminate the Promotion and/or vary, amend, delete or add on to any of the terms and conditions herein at any time without giving any reason or prior notice or assuming any liability to any person, and, and all Cardmembers shall be bound by these variations, amendments, deletions or additions. UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same and no appeal will be entertained.
- 4.5 UOB shall also not be liable or responsible if it is unable to perform its obligations under the terms and conditions of Promotion, due directly or indirectly, to the telecommunication authorities, to any machine or communication system to any merchant, or service provider or such other third party which maybe engaged for the Promotion, industrial dispute, war, Act of God, or anything outside the control of UOB. UOB shall also not be responsible or liable for:-
- (i) any failure or delay in SMS registration by postal or telecommunication authorities which may result in the application or the SMS registration not being received or registered during the applicable time periods set out above;
 - (ii) any late posting of the application or receipt of SMS registration and thereby affecting the Cardmember's eligibility for the Promotion;
 - (iii) any notice or communication, application, SMS, electronic mailer or direct mailer which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which the Cardmember does not receive;
 - (iv) any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of the Eligible Transactions by MasterCard/Visa/JCB/UnionPay/American Express acquiring merchants, merchant establishments, VISA International Incorporated, 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 account and/or captured in UOB's system or otherwise);
 - (v) 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
 - (vi) any breakdown or malfunction in any computer system or equipment.
- 4.6 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 in any manner whatsoever for the delay in the transmission or receipt of any SMS.

- 4.7 Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB for the Promotion and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Eligible Participants. The Eligible 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.
- 4.8 While the information provided herein is believed to be reliable as at the date of printing, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy. All information is correct at time of printing.
- 4.9 A person who is not a party to the terms and conditions of the Promotion and/or any agreement governed by the terms and conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enjoy or enforce any term of such agreement or any of the terms and conditions of the Promotion.
- 4.10 The terms and conditions are governed by the laws of Singapore and all Cardmembers shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 4.11 Except where the context otherwise requires, words denoting the singular include the plural and vice versa