

Terms and Conditions UOB Lunar New Year Draw

The following terms and conditions shall apply to the UOB Lunar New Year Draw (the "Lucky Draw")

A. Definition

A1. **"Accountholder**" refers to:

- (i) for single account- either the owner of the Eligible Savings Account or the owner of the Eligible Investment Placement; or
- (ii) for joint account- either each single owner of the Eligible Savings Account or each single owner of the Eligible Investment Placement
- A2. "Baseline Balance" means the deposit balance in the Savings Account as at 31 December 2011.
- A3. **"Business Day"** means any day on which UOB is open for business in Singapore other than Sunday and gazetted public holidays.
- A4. **"Eligible Account**" refers to either Eligible Savings Account or Eligible Investment Placement.
- A5. **"Eligible Savings Account**" refers to the individual UOB Passbook Savings Accounts and UOB Uniplus Accounts held with United Overseas Bank Limited ("UOB") in good standing at all times and as determined by UOB at its sole and absolute discretion, where Fresh Funds deposit of S\$10,000 are deposited and maintained in the aforesaid accounts during Qualifying Period 1 (as defined in Clause C14(i) below) and are deemed to be qualified to earn Additional Interest Rates under the UOB Savings Promotion held from 3 January 2012 to 29 February 2012.
- A6. "Eligible Investment Placement" refers to the investment in UOB Structured Deposit 2012- Series 1 (SGD and USD) held with UOB in good standing at all times as determined by UOB at its sole and absolute discretion, where minimum sum of S\$10,000 (but not part thereof) (or US\$8,000 for the USD tranche) is placed during Qualifying Period 2 (as defined in Clause C14(ii) below).
- A7. **"Fresh Fund**" refers to non –UOB/FEB cheques as well as other funds that are not transferred from any UOB/FEB current/savings or fixed deposit account.
- A8. **"Monthly Daily Average Balance**" for any account shall be determined solely by UOB on the last Business Day of a month by dividing the total of the daily balances by the number of days in that month. A non Business Day's day end balance is based on the higher balance between the Day before the non-Business Day and Day after the non-Business Day.
- A9. **"Prize**" means one (1) Limited Edition 999.9 Fine Gold-Proof Double Prosperity Dragon Medallion Set with Swarovski Crystals worth S\$3,988.
- A10. **"Winning Account**" means either the Eligible Savings Account or the Eligible Investment Placement which is selected as winners of the Draw.

B. Eligibility

B11. Subject to Clause B12 below, the Lucky Draw is open to all Eligible Accounts and subject to all these terms and conditions stated herein.

- B12. All Eligible Accounts held by the following persons shall not be eligible to participate in the Lucky Draw:
 - i. Directors and employees of UOB and Far Eastern Bank Ltd and their respective immediate family members;
 - ii. Employees of the advertising, promotion agencies and any other persons involved in organizing, promoting and/or conducting the Lucky Draw;
 - iii. Persons whose investment in the UOB Structured Deposit 2012 *Series (1)*(SGD and USD) is withdrawn / cancelled before the start date of the investment;
 - iv. Persons whose Eligible Account is terminated during the Qualifying Period;
 - v. Persons who are or become insane, deceased, insolvent or have legal proceedings of any nature instituted against them; and
 - vi. Any other person deemed ineligible at the sole discretion of UOB.
- B13. Notwithstanding anything herein, UOB has the absolute discretion to determine the eligibility of the customer and/or the account (s) in the Lucky Draw. Such determination shall be final and conclusive and UOB is not obliged to give any reason thereof.

C. Qualifying Period

- C14. The Qualifying Period for the Lucky draw is as follows:
 - "Qualifying Period 1" for the Lucky Draw means the period commencing from 3 January 2012 to 29 February 2012, both dates inclusive.
 - "Qualifying Period 2" for the Lucky Draw means the period commencing from 3 January 2012 to 4 February 2012, both dates inclusive.

(together the "Qualifying Periods")

C15. UOB reserves the right to change the Qualifying Periods of the Lucky Draw, without notice or assigning any reason therefor.

D. Allocation of Chances

- D16. Eligible Savings Account
 - i. The chances for the Lucky Draw are awarded at account level to Eligible Savings Accounts during the Qualifying Period 1. For each Eligible Savings Account, the respective monthly Average Daily Balance (ADB) against the Baseline Balance is used to derive the number of chances. One (1) lucky draw chance is allocated to every multiple of S\$10,000 (but not part thereof) monthly ADB.
 - li The Lucky Draw chances of the Eligible Savings Account are calculated at each month-end.
 - iii. Notwithstanding any provision to the contrary, for the chances to be allocated to the Eligible Savings Account to qualify for the Lucky Draw, such Eligible Savings Account must maintain at least an incremental fresh fund deposit of S\$10,000.

D17. Eligible Investment Placement

- i. The chances for the Lucky Draw are awarded based on the investment amount place in UOB Structured Deposit 2012 *Series (1)*(SGD and USD). One (1) lucky draw chance is allocated to every Eligible Investment Placement for every S\$10,000 (but not part thereof) (or US\$8,000 for the USD tranche) placed in the said account during the Qualifying Period 2.
- ii. The Lucky Draw chances of the Eligible Investment Placement are calculated at the Start Date of UOB Structured Deposit 2012 Series (1) (SGD and USD).

- iii. Notwithstanding any provision to the contrary, for the chances to be allocated to the Eligible Investment Placement to qualify for the Lucky Draw, such Eligible Investment Placement must be at least a minimum investment sum of S\$10,000 (or US\$8,000 for the USD tranche) and such investment sum must not be withdrawn/cancelled before the Start Date.
- D18. Chances allocated for each single or joint Eligible Account will not be aggregated with chances allocated for any other Eligible Account(s) whether held jointly or individually in the name of the same Accountholder(s). All chances allocated to any Eligible Account are neither transferable nor assignable.
- D19. There shall not be any two Winning Accounts in the Lucky Draw held by the same Accountholder, whether held singly or jointly. For the avoidance of doubt, no one Accountholder, whether singly or jointly may win more than one (1) Lucky Draw Prize.
- D20. All lucky draw chance(s) under the Lucky Draw already allocated to any Eligible Account will be completely disqualified or forfeited from the Lucky Draw immediately upon:
 - (i) Such Eligible Account failing at any time during the Promotion to qualify as an Eligible Account and/or (ii)
 - (ii) Termination howsoever of such Eligible Account.
- D21. UOB maintains the right, at its sole and absolute discretion, to effect any adjustments, forfeitures or disqualification of the chances allocated and accumulated by any Eligible Account.
- D22. The number of chances allocated to each Eligible Account by UOB in its records shall be final and conclusive and no correspondence or claims will be entertained.

E. Conduct of Draw

- E23. The Lucky Draw will be conducted on 15 March 2012 or such other dates as UOB may in its sole discretion determine, where eight (8) Winning Accounts will be drawn at random.
- E24. The Draw will be conducted at 80 Raffles Place #38-00 UOB Plaza 1 Singapore 048624 or at such other venue as may be determined by UOB. UOB will appoint any external party as UOB deems fit as an external auditor for the Lucky Draw.
- E.25 The eight (8) Winning Accounts will be selected at random by UOB during the Lucky Draw in a manner deemed fit and/or appropriate by UOB. The draw will be witnessed by any one of the UOB staff together with an auditor.
- E26. The results of the Lucky Draw will be published in a newspaper in Singapore as determined by UOB within 7 calendar days of the Draw date. Winners of the Lucky Draw shall be notified by post.
- E27. The winners are required to claim their Prize(s) in person at the venue determined by UOB.

F. Prizes for Lucky Draw

- F28. There are eight (8) sets of 999.9 Fine Gold- Proof Double Prosperity Dragon Medallion Set with Swarovski Crystal worth S\$3,988 each to be won in the Lucky Draw.
- F29. There will be a total of eight (8) Winning Accounts for the Lucky Draw.
- F30. If any Prize remains unclaimed for two (2) months after the date of notification, the Prize shall be forfeited (without any liability on the part of UOB to any winners) and the Prize(s) or proceeds thereof will be donated to a charitable organisation to be decided at the sole and absolute discretion of UOB.

The winner whose prize has been forfeited shall not be entitled to any payment or compensation whatsoever from UOB.

G. General

- G31. As a participant in the Lucky Draw, each winner hereby authorizes UOB to disclose and publicise his/her name and any other particulars determined by UOB (including without limitation his/her photograph(s)) to any person and in any mode and manner as UOB may deem appropriate.
- G32. Each winner also agrees to co-operate with and participate in publicity activities organized by UOB in relation to the Lucky Draw without compensation whatsoever.
- G33. All Prizes are neither transferable nor exchangeable for cash, credits or otherwise. All Prizes are subject to the terms and conditions accompanying them (if any).
- G34. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute any prize in the Lucky Draw with any other Prize of equal or similar value selected by UOB.
- G35. If UOB subsequently discovers that a Winning Account is in fact ineligible to participate in the Lucky Draw, UOB may at its sole and absolute discretion forfeit the Prize or reclaim it (if already awarded) and award or dispose of it in such a manner and to such person/persons as UOB deems fit.
- G36. UOB shall not be liable to any Accountholder or any other persons for any loss or damage arising in connection with the Promotion or Draw, including without limitation, any error in computing an chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, UOB assumes no responsibility for lost, late, misdirected, incomplete, ineligible and/or postage-due mail.
- G37. The decision of UOB on all matters relating to the Lucky Draw shall be final, conclusive and binding on all Accountholders of the Eligible Accounts and any other persons, including, without limitation, any decision to cancel or suspend the Lucky Draw. No correspondence(s) will be entertained.
- G38. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Lucky Draw, these terms and conditions shall prevail.
- G39. UOB may at any time at its absolute discretion, without notice or assigning any reason therefore, delete, vary, supplement, amend or modify any one or more of these terms and conditions.
- G40. These terms and conditions shall be governed by the laws of Singapore and the participants in the Promotion irrevocably submit to the exclusive jurisdiction of the courts of Singapore.
- G41. UOB assumes no liability or responsibility for the acts or defects in the goods or services offered in this Lucky Draw. UOB is not an agent of the merchant or service provider. Any dispute about the quality or service standard must be resolved directly with the merchant or service provider. The merchant or service provider may impose conditions for the redemption of the goods or services. UOB will not be responsible for any injury, loss or damage suffered as a result of the redemption or usage of the goods and services or in connection with the Lucky Draw and/or redemption or use of the prizes.