

Terms and Conditions Governing UOB Cards-Singapore Airlines-GrabCar April 2017 Promotion (“Terms and Conditions”)

1. For the purposes of the UOB Cards- Singapore Airlines-GrabCar April 2017 Promotion (the “**Promotion**”), the following terms are defined as follows:-
 - i. “**Cardmembers**” means all existing and new principal and supplementary cardmembers of an Eligible UOB Card, and whose Eligible UOB Card account is valid, subsisting, in good standing and satisfactorily conducted in the opinion of UOB.
 - ii. “**Eligible UOB Card**” means personal credit and debit card issued by UOB in Singapore. For the avoidance of doubt, Eligible UOB Card excludes all UOB corporate/business credit and/or debit card.
 - iii. “**UOB**” means United Overseas Bank Limited.
 - iv. “**Eligible Transactions**” shall mean Eligible Transaction via SIA and Eligible Transaction via UOBTP.
 - v. “**Eligible Transaction via SIA**” shall mean any posted transaction(s) made for ticket purchases directly from Singapore Airlines under the merchant category code 3075 and which are successfully carried out on and charged to the Cardmember’s Eligible Card account during the Promotion Period and which are successfully captured/posted on UOB’s systems during the Promotion Period but exclude the Excluded Transactions.
 - vi. “**Eligible Transaction via UOBTP**” shall mean any posted transaction(s) made for ticket purchases from Singapore Airlines via UOB Travel Planners Pte Ltd and which are successfully carried out on and charged to the Cardmember’s Eligible Card account during the Promotion Period and which are successfully captured/posted on UOB’s systems during the Promotion Period but exclude the Excluded Transactions.
 - vii. “**Excluded Transactions**” means 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.
 - viii. “**Gift**” means the one (1) free GrabCar ride to or from Changi Airport, capped at S\$10 per ride.
2. This Promotion is open to all Cardmembers subject to the terms and conditions herein.
3. Notwithstanding anything herein to the contrary, 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 shall not be obliged to give any reason therefore. Without limiting the generality of this provision, Cardmembers:
 - (a) who are or become mentally incapacitated, deceased, insolvent, bankrupt or who face legal incapacity;
 - (b) who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them; and/or

- (c) whose accounts are not 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 reasons as may be determined by UOB at its absolute discretion,

shall not be eligible to participate in the Promotion and shall not be entitled to any payment or compensation whatsoever. In addition, UOB 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, and such determination shall be final, binding and conclusive on that Cardmember and UOB shall not be obliged to give any reasons thereof.

4. The Promotion is only valid from 4 April 2017 to 27 April 2017, both dates inclusive ("**Promotion Period**").
5. Cardmembers are eligible to receive one (1) Gift for any Eligible Transaction charged to an Eligible UOB Card. No minimum spend is required.
6. A total of 1,200 Gifts are available for the entire Promotion and are issued on a first-come, first-served basis.
7. The first 1,000 Cardmembers to charge Eligible Transactions via SIA to his/her Eligible UOB Card during the Promotion Period ("**SIA Qualifier**") shall receive one (1) Gift. Each Cardmember is only entitled to a maximum of one (1) Gift regardless of how many Eligible Transactions via SIA made by the Cardmember.
8. The first 200 Cardmembers to charge Eligible Transactions via UOBTP to his/her Eligible UOB Card during the Promotion Period ("**UOBTP Qualifier**") shall receive one (1) Gift. Each Cardmember is only entitled to a maximum of one (1) Gift regardless of how many Eligible Transactions via UOBTP made by the Cardmember.
9. (a) Each SIA Qualifier will receive a Short Messaging Service ("**SMS**") from UOB with a unique code for purpose of unveiling the Gift ("**Unique Code**"). Each UOBTP Qualifier will be given a Unique Code by UOB Travel Planners Pte Ltd upon completion of Eligible Transactions via UOBTP.

(b) The SMS with the Unique Code will be sent to the SIA Qualifier's last known registered mobile number with UOB. If the SIA Qualifier unsubscribes his mobile phone number from UOB's marketing SMS database, the SIA Qualifier will not receive the SMS from UOB with the Unique Code, and UOB shall not be liable or responsible for any loss, cost, expense or damage suffered by the SIA Qualifier in connection with the SIA Qualifier's non-receipt of the SMS with the Unique Code.

(c) UOB will endeavor to send out the SMSes to the SIA Qualifiers within 30 business days from the end date of the Promotion Period.
10. To redeem the Gift, each SIA Qualifier and UOBTP Qualifier has to access Grab's app ("**Gift app**") and enter his/her Unique Code via the app before 30 November 2017, 23:59 (for SIA Qualifier) and before 31 August 2017, 23:59 (for UOBTP Qualifier), and book a GrabCar ride with Singapore Changi Airport as the pick-up or drop-off location, failing which the eligibility to redeem the Gift will be forfeited. The Unique Code needs to be used with a UOB Credit or Debit Card, for any balance payment to be made via Grab app for the GrabCar ride. Valid for both new and existing Grab users, for GrabCar ride bookings only.
11. If any Gift remains unredeemed after the expiry date of 31 December 2017, 23:59, UOB reserves the right to forfeit/reclaim the Gift and award or dispose of it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to any persons. No payment or

compensation whether in cash, credit or kind shall be made by UOB for the forfeited/reclaimed Gift. Where the Gift was awarded to / utilized by a SIA Qualifier/UOBTP Qualifier who was subsequently disqualified from the Promotion or discovered to be ineligible or not entitled to participate in the Promotion, UOB shall be entitled to claim from the SIA Qualifier/UOBTP Qualifier a reimbursement for the value of the Gift.

12. The Gift is not transferable or exchangeable in part or in kind for cash, credit or other goods and services. 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.
13. UOB will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Gift or any goods or services redeemed/claimed under the Promotion, or the acts or defaults of the merchant, agent, supplier or service provider of the Gift or any goods or services redeemed under the Promotion.
14. The redemption of the Gift is subject to terms and conditions as may be imposed by the merchants, agents, suppliers or service providers 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 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 is not an agent of the merchants, agents, suppliers or service providers of the Gift, goods and services awarded as rewards under the Promotion. Any dispute about the quality or service standard must be resolved directly with such merchants, agents, suppliers or service providers.
16. 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.
17. 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 Cardmembers. The Cardmembers 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.
18. UOB shall not be responsible or liable for any failure or delay in the Qualifier's receipt of the SMS with the Unique Code from UOB, whether due to the Qualifier's mobile number not being registered or updated with UOB or for any other reason whatsoever.

General

19. The prevailing terms and conditions under the prevailing UOB Cardmember Agreement or UOB Debit Cardmember Agreement (as may be applicable) (each applicable agreement referred to as the "**UOB Singapore Standard Terms**") will continue to apply and be binding on the Cardmembers. Please visit uob.com.sg for the UOB Singapore Standard Terms. In the event of any inconsistency between the Terms and Conditions and the UOB Singapore Standard Terms, the Terms and Conditions shall prevail insofar as it relates to the Promotion.
20. In the event of any inconsistency or discrepancies between the Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, the Terms and Conditions will prevail.

21. 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.
22. 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 breakdown or malfunction in any computer system or equipment; or
 - (iv) for any notice or communication or direct mailer which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post.
23. 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.
24. 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.
25. 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.
26. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to unilaterally terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not limited to varying the Promotion 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 these amendments, determinations and/or variations.
27. By participating in the Promotion, each Cardmember hereby irrevocably and unconditionally:
- (a) 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 organisers, sponsors, promoters and/or their respective contractors, for all purposes and promotions in connection with the Promotion and to contact him regarding the foregoing via voice calls or text messages or email;
 - (b) consents and authorizes UOB to publicly disclose and publish his name and any other of his particulars, including photographs and testimonies of the Winner, for any purposes whatsoever, including, but not limited to, for advertising, promotional, publicity or commercial purposes or for the purposes of publicizing him and the Gift on Instagram, Facebook, LINE, UOB.com.sg ; and
 - (c) 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.

28. 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 liability for its completeness or accuracy.
29. 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.
30. These Terms and Conditions 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.
