

UOB PRVI Miles Cards – KrisFlyer Member Welcome Miles Campaign Terms and Conditions (“Terms and Conditions”)

1. Eligibility

1.1 The “UOB PRVI Miles Cards – KrisFlyer Member Welcome Miles” Campaign (“**Promotion**”) is open to all individuals who comply with all of the following (collectively “**Eligible Cardmembers**” and each an “**Eligible Cardmember**”):-

- (a) successfully applies for a PRVI Miles American Express or World Mastercard or Visa Card (each a “**Eligible Card**”) with United Overseas Bank Limited (“**UOB**”) via the KrisFlyer member electronic direct mailer between **8 December 2016 and 31 January 2017** (“**Promotion Period**”) and the Eligible Card application is approved by UOB within the Promotion Period; and
- (b) **does not** have any credit card issued by UOB prior to the Promotional Period.

By participating in the Promotion, each Eligible Cardmember agrees to be bound by these Terms and Conditions.

1.2 Without limiting the generality of Paragraph 1.1, the following Eligible Cardmembers are not eligible to take part in the Promotion:-

- (a) Eligible Cardmembers whose Eligible Card account is not active, not valid, not subsisting or not 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 discretion;
- (b) Eligible Cardmembers whose Eligible Card account is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime and for the avoidance of doubt, termination of a supplementary holder’s Eligible Card account(s) will not by itself disqualify the applicable Eligible Cardmember from participating in the Promotion;
- (c) Eligible Cardmembers who are or have become mentally incapacitated, deceased, insolvent, bankrupt or have (or any threat of) legal proceedings of any nature instituted against them or faces legal incapacity or is incapable of handling their affairs; and/or
- (d) Eligible Cardmembers who UOB may decide to exclude at its discretion without prior notice and without furnishing any reason, at any time.

1.3 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and without having to give any prior notice or any reason and from time to time to determine:-

- (a) the eligibility and/or ineligibility of any Eligible Cardmember for the Promotion and whether the Qualified Cardmember (as defined under Paragraph 3.1 below) is entitled to the Award (as defined under Paragraph 3 below); or
- (b) when to terminate the Promotion; and
- (c) whether an Eligible Card is valid and/or an Eligible Transaction (as defined in Paragraph 3.2 below) qualifies for the Promotion,

and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons or prior notice thereof and shall not be obliged to make any payment or compensation whatsoever to any Eligible Cardmembers rendered ineligible for participation in the Promotion.

2. Spend Period

The term “**Spend Period**” in respect of each Eligible Cardmember refers to the period of 30 calendar days from the date the Eligible Card application by the Eligible Cardmember was approved by UOB.

3. Qualified Cardmember and Award

3.1 Eligible Cardmembers who fulfill all of the following conditions (each a “**Qualified Cardmember**”) will be entitled to bonus UNI\$ (the “**Award**”): -

- (a) Has at least Singapore Dollars One Thousand Eight Hundred (**S\$1,800.00**) worth of Eligible Transactions charged to his/her Eligible Card account during the Spend Period regardless of the application date for the Eligible Card, provided always that such Qualifying Spend is incurred within that Eligible Cardmember’s applicable Spend Period (“**Qualifying Spend**”).

For the purposes of calculating the Qualifying Spend, Eligible Transactions made in foreign currencies will be converted into Singapore dollars based on UOB’s then prevailing exchange rate applicable at the time of exchange.

- (b) All Eligible Transactions must be charged to the Eligible Card account of the Qualified Cardmember or to the account of the applicable Supplemental Cardmember (as defined in Paragraph 3.2 below). UOB is not responsible for any failure or delay in the transmission of the Eligible Transactions by any party including, but not limited to, acquiring merchants, merchant establishments, or any telecommunication provider.
- (c) If an Eligible Transaction is cancelled or reversed after the applicable Spend Period is over and the total amount spent during the Spend Period falls short of the Qualifying Spend, the Qualified Cardmember will not be considered to have incurred the Qualifying Spend.

3.2 The following terms used in the Terms and Conditions are defined as follows:-

- (a) “**Eligible Transactions**” shall mean all posted retail transaction(s) (whether local or overseas (whether in Singapore Dollars or non-Singapore dollars) and inclusive of installment payment plans) successfully carried out on and charged to the Eligible Card account during the Spend Period and which are successfully captured and posted on UOB’s systems during the Spend Period **BUT** shall exclude the Excluded Transactions. For the avoidance of doubt, the benefit of all transactions incurred by a supplementary holder of the Eligible Card (“**Supplemental Cardmember**”) in respect of the Promotion shall accrue to the applicable Eligible Cardmember and form part of that Eligible Cardmember’s Eligible Transactions and the termination of a Supplemental Cardmember’s account will not by itself disqualify the Eligible Cardmember from the Promotion.
- (b) “**Excluded Transactions**” shall mean:-

- (i) cash advances, late payment, personal loan, balance and/or funds transfer, UOB SmartPay, payments at government agencies, utilities bill payments, UOB Pay Anything or UOB Payment Facility, fees, chargebacks, interests, reversals, interest charges and any finance charges made by the Eligible Cardmember or the applicable Supplemental Cardmember using the Eligible Card;
- (ii) transactions under bill payment and payment of funds to prepaid accounts and brokerage/securities, such as:

Bill Payment

Establishments registered under the following Merchant Category Code (“MCC”):

- 6300 Insurance Underwriting, Premiums
- 6399 Insurance - Default

Transaction description:

- AXS PAYMENT

Payment of Funds to Prepaid Accounts

- | | |
|-------------------------|--------------------------|
| • BANCDEBINARY.COM | • PAYPAL * BIZCONSULTA |
| • BANC DE BINARY | • PAYPAL * OANDAASIAPA |
| • EZLINK | • PAYPAL * CAPITALROYA |
| • EZ Link | • Saxo Cap Mkts Pte Ltd |
| • EZ-Link | • SKR*SKRILL.COM |
| • FlashPay ATU | • TRANSIT LINK |
| • MB * MONEYBOOKERS.COM | • WWW.IGMARKETS.COM.SG |
| • OANDAASIAPA | • SKYFX.COM |
| • OANDA ASIA PAC | • SKR*xglobalmarkets.com |

- (i) balances owing on the Eligible Card accounts accruing from months that do not fall within the Spend Period;
- (iv) any transaction that was subsequently cancelled, voided or reversed for any reason; and/or
- (v) such other categories of transactions which UOB may exclude from time to time without prior notice or giving reasons.

UOB reserves the right, at any time at its discretion, to amend or vary this list without any reasons, prior notification and/or assuming any liability to any party and shall not be liable to pay any compensation or enter into any correspondence in connection with the same. All Eligible Cardmembers shall be bound by these amendments or variation.

- 3.3 The **Award** will be given to each Qualified Cardmember an Award of UNI\$5,000 which is equivalent to 10,000 air miles.

The air miles set out herein refers to the air miles described in the prevailing UNI\$ Rewards Programme (available at www.uob.com.sg/rewards).

- 3.4 The applicable Award will be credited to the Qualified Cardmember’s Eligible Card account by 31 May 2017.

- 3.5 Each Qualified Cardmember will be entitled to one (1) Award only, regardless of the number of Eligible Cards applied and/or the amount of Eligible Transactions that is charged to the Eligible Card.

3.6 Notwithstanding anything to the contrary, UOB reserves the right to select reserve Qualified Cardmembers to substitute any initial Qualified Cardmember that is subsequently found to be ineligible or disqualified or not entitled to participate in the Promotion.

3.7 In the event that:-

- (a) there is any error or mistake in the calculation of the Qualifying Spend or crediting of the UNI\$;
- (b) the Eligible Card account of any Qualified Cardmember or any Eligible Cardmember or any Qualified Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion;
- (c) there are credit balances in the Eligible Card account of any Qualified Cardmember and/or Supplemental Cardmember arising out of (but not limited to) the failure of the Eligible Transaction, returned goods or services under that transaction, billings disputes,
- (d) any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Award;
- (e) the Qualified Cardmember is subsequently found not have incurred the Qualifying Spend; or
- (f) any other situation that UOB deems fit,

UOB is entitled at its sole and absolute discretion, and at any time without liability or prior notice or having to give any reason:-

- (i) to amend, correct or adjust the calculation of the UNI\$;
- (ii) to suspend, revoke, or forfeit the crediting of UNI\$ (or any part thereof); or
- (iii) where the UNI\$ has been credited, to reclaim the UNI\$ (or any part thereof) without any liability on the part of UOB.

No person shall be entitled to and UOB shall not be liable for any payment or compensation (whether in cash, credit or kind) whatsoever arising from the above and no person shall be entitled to such payment.

3.8 In the event that the Eligible Card account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever before the applicable Award is awarded into the applicable Eligible Card account, such Award shall be forfeited and the Qualified Cardmember shall not be entitled to any compensation or payment whatsoever.

3.9 UOB has the right, at any time and from time to time in its discretion and without prior notice, giving any reason or assuming any liability or payment of compensation to any person, to vary the Award and the additional UNI\$ and/or miles awarded. UOB's determination of the varied Award and additional UNI\$ and/or miles awarded shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained.

4. General

4.1 UOB shall not be responsible or liable:-

- (a) to ensure that the Eligible Transactions are posted promptly;
- (b) for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under the Terms and Conditions, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider or such other third party which maybe engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB.
- (c) for any failure or delay in the transmission or receipt of evidence of sale transactions by Mastercard/Visa/Unionpay/JCB/CUP/American Express, merchant establishments, merchant acquirer, postal or telecommunication authorities/provider or any other parties which may result in a transaction made by the Eligible Cardmember and/or the Supplemental Cardmember being omitted from being posted to the Eligible Cardmember's Eligible Card account and/or the Supplemental Cardmember's Eligible Card account and/or captured in UOB's system during the Spend Period;
- (d) for any failure or delay in the transmission or receipt of an application for the Eligible Card that is submitted via online or SMS or any one of the other methods described under Paragraph 1 above and which may result in an individual not being able to apply for the Eligible Card and therefore not being able to participate in the Promotion;
- (e) for any SMS, notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected; or
- (f) for any breakdown or malfunction in any computer system or equipment; or
- (g) for any costs, losses, damages, claims, expenses and/or injuries of any Eligible Cardmember or any other person howsoever incurred or suffered, save for the Eligible Cardmember's direct loss, to the extent such loss is caused directly by UOB's fraud, gross negligence or willful misconduct arising in connection with the Promotion.

4.2 Notwithstanding anything in the Terms and Conditions, UOB may at any time vary, modify, add or delete any of the Terms and Conditions, including, but not limited to, terminating or withdrawing the Promotion on or amending the duration of the Promotion, or the eligibility criteria, without giving any reason, prior notice and/or assuming any liability to any party and shall not be liable to pay any compensation or enter into any correspondence in connection with the same and all Eligible Cardmembers and Supplemental Cardmembers shall be bound by these amendments or variations.

4.3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion, including, but not limited to, the determination of whether the Eligible Cardmember has met all the requirements of the Promotion, who shall be a Qualified Cardmember and to choose substitute Qualified Cardmembers if any Qualified Cardmember is subsequently found to be ineligible to receive the Award. UOB's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or

paid by UOB to any person (including the Eligible Cardmember or the Supplemental Cardmember). UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to the Promotion or its decision and no appeal, correspondence or claims will be entertained.

- 4.4 All information is correct at the time of publishing or posting online and UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy. In the event of any inconsistency or discrepancies between:-
- (a) the Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail; and
 - (b) the English version of the Terms and Conditions and the Chinese version of the Terms and Conditions, the English version of the Terms and Conditions shall prevail.
- 4.5 Any Eligible Cardmember who participates in the Promotion will not be eligible to participate in any other UOB Credit Card Sign Up promotions.
- 4.6 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at www.uob.com.sg/personal/cards/credit/tnc.html), the prevailing terms and conditions applicable to the Eligible Card and the prevailing UOB Rewards Programme (collectively the “**Standard Terms**”) will continue to be binding on all Eligible Cardmembers and the Supplemental Cardmembers. Please visit www.uob.com.sg for the Standard Terms. Eligible Cardmembers and the Supplemental Cardmembers will be subjected accordingly to the prevailing Standard Terms. Participation in the Promotion is subject to the Terms and Conditions herein. Eligible Cardmembers are deemed to have accepted the Terms and Conditions when they participate in the Promotion. In the event of any inconsistency between the Terms and Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency.
- 4.7 A person who is not a party to the Terms and Conditions and/or any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term of such agreement or any of the Terms and Conditions.
- 4.8 The Terms and Conditions are governed by the laws of Singapore and all Eligible Cardmembers participating shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 4.9 Except where the context so requires, words denoting the singular include the plural and vice versa.