

**TERMS AND CONDITIONS GOVERNING THE UOB MASTERCARD® TRANSIT FREE BREAKFAST PROMOTION**

1. This UOB MASTERCARD TRANSIT FREE BREAKFAST PROMOTION (the “**Promotion**”) is open to all principal cardholders of a UOB Mastercard credit/debit card with Mastercard contactless function (“**Eligible Card**”) issued by United Overseas Bank Limited (“**UOB**”) in Singapore (“**Cardmembers**” or each a “**Cardmember**”), whose Eligible Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.

For the avoidance of doubt, UOB Purchasing cards, Business credit/debit cards, Multicurrency Corporate cards, Private Label cards and cards issued under UOB Travel accounts are not Eligible Cards for this Promotion.

2. This Promotion is valid from 18 July 2017 to 19 September 2017 (“**Promotion Period**”).
3. Cardmembers who make their first Eligible Transaction during the Promotion Period, and such Eligible Transaction is posted to the Cardmember’s Eligible Card account during the Promotion Period (“**Qualified Cardmembers**” or each “**Qualified Cardmember**”), shall be eligible to receive a free Toast Box breakfast voucher which can be redeemed for a toast and a small hot beverage at Toast Box (the “**Gift**”).
4. An “**Eligible Transaction**” (i) means any Mastercard contactless transactions for payment of local public train and bus rides in Singapore which is successfully charged to the Eligible Card, captured and posted in UOB’s systems; (ii) does not include cash advances, balance transfers, funds transfers, annual fees, interest charges, late charges and fees, any amount brought forward from the last statement and any voided/cancelled/disputed/reversed transactions for any reason; and (iii) includes or excludes any other transactions as UOB may in its absolute discretion decide.
5. Each Qualified Cardmember may only receive one (1) Gift for the whole Promotion Period.
6. For the avoidance of doubt, the benefits of Eligible Transaction(s) made by a supplementary cardholder of an Eligible Card under this Promotion shall not accrue to their respective principal Cardmember. A supplementary cardholder is not personally eligible for the Gift.
7. The Gift will be mailed to the Qualified Cardmembers by 30 November 2017 to the Qualified Cardmembers’ mailing address according to UOB’s records.
8. For the avoidance of doubt, the following persons are not eligible for the Promotion:
  - (i) Cardmembers who have made any Eligible Transaction before the Promotion Period.
  - (ii) Cardmembers whose Eligible Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 1 July 2017 and 30 November 2017 (both dates inclusive);
  - (iii) Persons who are or become mentally incapacitated, deceased, insolvent or have legal proceedings of any nature instituted against them;
  - (iv) Persons whose Eligible Card account(s) is/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; and

- (v) Any other persons as UOB may decide to exclude at its discretion without notice and without furnishing any reason.
9. The Gift is not exchangeable in part or in kind for cash, credit or other goods or services. Any unused value of the Gift will not be refunded. The Gift is also not replaceable or refundable in the event of loss, theft or damage, and is non-renewable. 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.
10. UOB assumes no liability or responsibility for and will not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of the Gift, or the goods or services offered by Toast Box in connection with this Promotion or for the acts or defaults of Toast Box. UOB is not an agent of Toast Box and vice versa. Toast Box's terms and conditions apply, including any terms and conditions which may be stated on the Gift, and all enquiries regarding usage of the Gift should be directed to Toast Box. UOB does not assume any liability or responsibility for and will not be liable or responsible for any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the Promotion, the redemption of the Gift or the goods / services offered in connection with this Promotion, including but not limited to the loss of life, injury to person and/or loss or damage to property.
11. 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.
12. The prevailing terms and conditions under the UOB Cardmember Agreement ("**Standard Terms**") will continue to apply and be binding on the Cardmembers. Please visit [uob.com.sg](http://uob.com.sg) for the Standard Terms. 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.
13. In the event of any inconsistency or discrepancies between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions will prevail.
14. UOB shall not be responsible for:-
- (i) any failure or delay in the transmission of the Eligible Transactions by any other parties which may result in a charge made by the Cardmember being omitted (whether from being posted to the Cardmember's 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 Eligible Cards or being captured in UOB's system;
  - (iii) any breakdown or malfunction in any computer system or equipment; and
  - (iv) any notice, letters, communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post which may result in an Eligible Cardmember's failure to receive the Gift.
15. 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. However, UOB will be liable for the

Cardmember's direct loss to the extent such loss is caused directly by UOB's fraud, negligence or wilful misconduct.

16. This Promotion shall not apply in conjunction with any other privileges or promotions unless otherwise stated.
17. UOB's decision on all matters relating to this Promotion shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or enter into any correspondence with the Cardmember or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.
18. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to 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.
19. 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 reliability for its completeness or accuracy.
20. A person who is not a party to any agreement governed by 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 such agreement.
21. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.