

**Terms and Conditions for
Metro Chinese New Year x UOB Cards 2022 Campaign**

1. Promotion

- 1.1 This Metro Chinese New Year x UOB Cards 2022 Campaign (the “**Promotion**”) is only valid from 20 January 2022 to 23 January 2022, both dates inclusive (the “**Promotion Period**”).
- 1.2 By participating in this Promotion, you are deemed to agree to be bound by the terms and conditions of this Promotion (the “**Terms**”).
- 1.3 This Promotion is open to individuals who are a cardholder of a United Overseas Bank Limited (“**UOB**”) issued in Singapore with the exception of any Corporate Cards (the “**Eligible Card**”), which the Eligible Card account is valid, subsisting, in a good standing and satisfactorily conducted in the opinion of UOB (each, an “**Eligible Cardmember**” and collectively, the “**Eligible Cardmembers**”).
- 1.4 For this Promotion, an Eligible Cardmember is eligible to receive a S\$30 cash rebate (the “**Cash Rebate**”) if he/she is amongst the first 600 Eligible Cardmembers who successfully charges an aggregate amount of at least S\$450 (“**Qualifying Spend**”) to his/her Eligible Card in a single receipt at either Metro Paragon or Metro Causeway Point during the Promotion Period.
- 1.5 For the avoidance of doubt:
- 1.5.1. The supplementary Eligible Cardmember’s spending will not form part of the principal Eligible Cardmember’s Qualifying Spend, and vice versa.
- 1.5.2. This Promotion is not valid for purchase of Metro (Private) Limited (“**Metro**”) Gift Vouchers and Metro Shoppers Cheque.
- 1.5.3. This Promotion is not in conjunction with any other loyalty programmes.
- 1.5.4. This Promotion may be subject to Metro’s further terms and conditions.

2. Cash Rebate

- 2.1 You shall be entitled to receive the Cash Rebate which will be applied directly to offset the said receipt in Clause 1.4 above at the time of purchase if you are amongst the first 600 Eligible Cardmembers to satisfy all requirements in Clause 1.4 above.
- 2.2 The Cash Rebate is on a first-come-first-served basis, whilst stocks last and subject to availability. UOB shall not be required to notify and/or update on the stock availability of the Cash Rebate.
- 2.3 The Cash Rebate is neither transferable nor exchangeable for cash, reward points, credit, goods and services, products or privileges or other kind, in full or in part, and is not refundable or replaceable.
- 2.4 UOB has the right, at any time in its discretion and without prior notice, to substitute or replace the Cash Rebate with another item of equivalent or similar value without giving any reason or assuming any liability or payment of compensation to any person. UOB’s determination of such substitution or replacement shall be final, conclusive and binding.

2.5 UOB is not an agent of Metro. Accordingly, UOB makes no warranty or representation as to the quality, value, merchantability or fitness of the Cash Rebate and/or the goods and services provided by Metro in connection with this Promotion and UOB assumes no liability or responsibility for the acts or omissions of Metro or any non-performance or defects in the Cash Rebate and/or the goods and services provided by Metro in connection with this Promotion. Any dispute regarding the Cash Rebate and/or the goods and services provided by Metro in connection with this Promotion is to be resolved directly with Metro and UOB shall not be required to assist or act on your behalf in communicating Metro.

2.6 In the event that:

- (a) any Eligible Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion or to receive the Cash Rebate;
- (b) the Eligible Cardmember is subsequently found to not have incurred the Qualifying Spend; or
- (c) any other situation that UOB deems fit at its discretion has occurred,

then 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 value of the Cash Rebate;
- (ii) to suspend, revoke or forfeit the Cash Rebate;
- (iii) charge to and debit an amount equal to the value of the Cash Rebate from any account(s) that the Eligible Cardmember has with UOB. If the moneys standing to the credit of the Eligible Cardmember's account(s) are insufficient to reimburse UOB, the Eligible Cardmember shall immediately reimburse UOB for the value of the Cash Rebate through such modes and means as UOB decides at its discretion; and/or
- (iv) to select other Eligible Cardmembers to substitute the initial Eligible Cardmember who was found to be ineligible or disqualified or not entitled to participate in the Promotion.

3. General

3.1 The following persons shall not be eligible to participate in the Promotion:

- (a) individuals whose Eligible Card account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Periods and for the avoidance of doubt, termination of a supplementary holder's Eligible Card account will not by itself disqualify the principal holder from participating in the Promotion;
- (b) individuals whose Eligible Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined by UOB in its sole discretion as being delinquent or unsatisfactorily conducted for any reason;
- (c) individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
- (d) individuals whose UOB account(s) is/are not active, valid, subsisting or in good standing or delinquent or unsatisfactorily conducted as may be determined by UOB at its sole discretion;

- (e) individuals who are mentally unsound, facing legal incapacity or are incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
 - (f) anyone whom UOB may decide to exclude, in its sole discretion, without any reason or prior notice at any time.
- 3.2 UOB 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 redemption or usage of the Cash Rebate or participation in this Promotion. Without limiting the foregoing, UOB will not be liable or responsible for any undelivered, misdirected, corrupted, lost or delayed text, transmission or transaction or any delay or failure in posting any transaction or accessing any of UOB's online banking services or mobile banking services or third party applications, howsoever caused.
- 3.3 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 you have met all the requirements of the Promotion. UOB's decisions shall be final, conclusive and binding and no payment or compensation will be given. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter or decision relating to the Promotion.
- 3.4 The Terms shall be read in conjunction with the prevailing UOB Cardmember Agreement and any other terms that may be relevant in connection with this Promotion (collectively the "**Standard Terms**"). In the event of any inconsistency between (i) the Terms and the Standard Terms, the Terms shall prevail to the extent of such inconsistency; and (ii) the Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, the Terms shall prevail to the extent that such discrepancy relates to this Promotion.
- 3.5 UOB may, at any time and at its discretion terminate the Promotion and/or amend any of the Terms, and all persons shall be bound by such amendments.
- 3.6 Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 3.7 By participating in this Promotion and in addition to any other consent you have already provided to UOB and any right of UOB under applicable laws, you consent to UOB and the necessary third parties collecting, using and disclosing your information (including your personal data) for the purposes of this Promotion and to contact you, including by voice call or text message.
- 3.8 A person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce the Terms.
- 3.9 The Terms shall be governed by the laws of the Republic of Singapore and you shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.