

# TERMS AND CONDITIONS GOVERNING THE JULY AND AUGUST 2024 UOB MIGHTY FX ACQUISITION OFFER

#### 1. **DEFINITIONS**

- 1.1 "Promotion" means this July and August 2024 UOB Mighty FX Acquisition Offer.
- 1.2 **"Promotion Period**" means the following dates: 5, 6, 12, 13, 19, 20, 26, 27 July 2024 and 2, 3, 9, 10, 16, 17, 23, 24, 30, 31 August 2024.
- 1.3 "**SGD**" or "**S\$**" means the lawful currency of Singapore.
- 1.4 "UOB" means United Overseas Bank Limited.

#### 2. PROMOTION

- 2.1. By participating in this Promotion, you agree to be bound by the terms and conditions of this Promotion (the "**Terms**").
- 2.2. To participate in the Promotion, you must satisfy all of the following conditions:
  - (a) you must have submitted an application to open a new Mighty FX account ("New Mighty FX Account") online, during the Promotion Period; and
  - (b) your New Mighty FX Account application submitted pursuant to Clause 2.2(a) must be approved by 30 September 2024.
- 2.3. UOB has the right at its discretion to approve or decline any application for any reason whatsoever and is neither obliged to give any reason or prior notice on any matter concerning the application nor be liable to any person.

## 3. Gift

- 3.1. If you satisfy all conditions in Clause 2.2 above, you shall be eligible to receive Klook vouchers worth S\$30 (the "**Gift**").
- 3.2. If you are eligible to receive the Gift, an SMS will be sent to you by 31 October 2024 (or such other date as UOB may determine in its sole discretion) based on your Singapore mobile numberin UOB's records (or such other mode as UOB may determine in its sole discretion) (the "Redemption Notice"). The Gift will be issued in the form of voucher code(s) and in such denominations as may be determined by UOB.
- 3.3. The Redemption Notice will set out details on the redemption of your Gift. UOB reserves the right to decline any redemption of the Gift if any one of the requirements





set out in the Redemption Notice is not met at the time of redemption. No replacement will be issued for a lost, stolen or destroyed Redemption Notice.

- 3.4. The Gift must be redeemed during the redemption period specified in the Redemption Notice. UOB will not extend the redemption period for any reason whatsoever.
- 3.5. Gifts are 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 Gift.
- 3.6. You are only entitled to receive one (1) Gift under this Promotion, regardless of the number of New Mighty FX Account applications you have made during the Promotion Period and which have been approved by 30 September 2024.
- 3.7. The Gift is not transferable or exchangeable for cash, credit, goods, services, products, privileges or kind, in full or in part and is not replaceable, if lost, damaged or stolen. No reservation, refund or exchange of the Gift is allowed.
- 3.8. UOB may substitute the Gift with any item of equivalent or similar value, without prior notice or reason or being liable to any person.
- 3.9. The Gift is supplied by third party merchants and UOB is not an agent of the merchant and/or supplier of the Gift. Accordingly, UOB makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Gift and UOB assumes no liability or responsibility for the acts or omissions of the merchants or any non-performance or defects in the Gift. Any dispute regarding the Gift is to be resolved directly with the merchant and/or supplier of the Gift. UOB shall not be required to assist or act on your behalf in communicating with the merchant and/or supplier of the Gift. For the purposes of this clause, "Gift" includes any products and/or services provided by third party merchants in connection with the use and/or redemption of the Gift.
- 3.10. Use of the Gift remains subject to the prevailing terms and conditions imposed by the merchant and/or supplier of the Gift (or such other terms and conditions which the merchant and/or supplier may impose subsequently in its sole discretion), which shall be your sole responsibility to comply with.
- 3.11. For the avoidance of doubt,if you are eligible to receive the Gift but are found to have closed/de-registered your New Mighty FX Account and/or any of your Mighty FX account(s) within two (2) months after the last date of the Promotion Period, you will be disqualified from this Promotion and deemed ineligible to receive the Gift.

### 4. Withdrawals / Closure of Account

4.1. An early account closure fee of S\$30 is payable if your New Mighty FX Account is closed within six (6) months from the date it is opened.





- 5.1. The following persons shall not be eligible to participate in this Promotion:-
  - (a) individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
  - 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;
  - (c) 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
  - (d) anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.
- 5.2. 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 or liable for any undelivered, lost or delayed SMS sent and/or received by any person. You shall pay and be solely responsible for all fees and charges imposed by your service providers for the sending and/or receipt of any SMS in connection with the Promotion. The SMS vendor, independent telecommunication authority or service provider or such other third party is a third party and is independent and beyond the control of UOB.
- 5.3. 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 any Gift 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.
- 5.4. 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.
- 5.5. If UOB determines that you are ineligible to participate in this Promotion or to receive the Gift, UOB may in its sole discretion forfeit the Gift, reclaim the Gift or charge to and debit an amount equal to the value of the Gift from any of your accounts with UOB





without prior notice to you. If the monies standing to the credit of your accounts are insufficient to reimburse UOB, you shall immediately reimburse UOB for the value of the Gift through such means as UOB may determine in its sole discretion.

- 5.6. The Terms shall be read in conjunction with the prevailing UOB Debit Cardmember Agreement, UOB Terms and Conditions Governing Accounts and Services, KrisFlyer UOB Debit Card and KrisFlyer UOB Accounts and Services Terms and Conditions, UOB Debit Card Fees and Charges, NETS Terms and Conditions, UOB Terms and Conditions governing Digital Services 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.
- 5.7. UOB may, at any time and at its discretion terminate this Promotion and/or amend any of the Terms, and all persons shall be bound by such amendments.
- 5.8. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions except for the following:
  - (a) WIN A SAMSUNG S24 DAILY WITH UOB TMRW daily lucky draw.
- 5.9. 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.
- 5.10. A person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce the Terms.
- 5.11. 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.

# 6. **Deposit Insurance Scheme**

Singapore dollar deposits of non-bank depositors and monies and deposits denominated in Singapore dollars under the Supplementary Retirement Scheme are insured by the Singapore Deposit Insurance Corporation, for up to S\$100,000 in aggregate per depositor per Scheme member by law. Monies and deposits denominated in Singapore dollars under the CPF Investment Scheme and CPF Retirement Sum Scheme are aggregated and separately insured up to S\$100,000 for each depositor per Scheme member. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.





Please refer to UOB Insured Deposit Register for a list of UOB accounts/products that are covered under the Scheme.

