



Terms and Conditions of the United Overseas Bank Limited “Chinese New Year Pre-book” Promotion (“Terms and Conditions”)

Definitions

“Application Form” means the online application form referred to under Paragraph 1.1(b)(i) below.

“Confirmation Letter” means the confirmation letter referred to under Paragraph 1.2 below.

“Eligible Card” means any UOB credit / debit card(s) on personal and corporate liability issued by UOB in Singapore.

“Eligible Card Account” means an account of any Eligible Card which is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB at its discretion.

“Eligible Cardmember” shall mean any existing principal or supplementary cardmember holding an Eligible Card Account during the Promotion Period.

“Meal” refers to the Chinese New Year 2014 set meal described under Paragraph 1.1(a) and Paragraph 1.4 below.

“Promotion” means the UOB “Chinese New Year Pre-book” Promotion.

“Promotion Period” means the period commencing at 0000 hours on 15 December 2013 to 2359 hours on 10 January 2014 (both Singapore dates and time inclusive).

“Standard Terms” means the UOB Cardmembers Agreement and the UOB Rewards terms and conditions prevailing from time to time, available at www.uob.com.sg

“Terms and Conditions” means the terms and conditions governing the Promotion.

“UOB” means United Overseas Bank Limited and shall include its successors in title.

1. Eligibility

- 1.1 (a) Under the Promotion, an Eligible Cardmember is entitled to reserve, book and purchase, on a “*first-come-first-served*” basis, a Chinese New Year 2014 set meal (for a party of ten (10) pax) offered by any one of the participating restaurants at the applicable exclusive rates (prices listed are in Singapore Dollars) and at the available dates and time* offered by the said participating restaurants.

**The dates and time offered would be during the period from 30 January 2014 to 15 February 2014 (both dates inclusive but subject to availability of the participating restaurant).*

Further details on which are the participating restaurants, the various types of Chinese New Year 2014 set meal menus offered by the participating restaurants,

the exclusive rates applicable for the Meal and the available dates and time for the Meal are available on www.uob.sg/cny.

- (b) To enjoy the exclusive rates offered by the participating restaurants in connection with the Meal, the Eligible Cardmember must:-
- (i) reserve, book and purchase the Meal online via www.uob.com.sg/cny during the Promotion Period by completing and submitting the applicable online application form together with, amongst others, details of the Eligible Cardmember's Eligible Card; and
 - (ii) have sufficient available credit limit on the Eligible Card Account to pay for the Meal at the point of processing and charging the payment for the Meal.
- 1.2 Upon UOB's receipt of the Application Form, UOB will process and charge the total amount of the Meal to the Eligible Card Account of the applicable Eligible Cardmember. Once the total amount of the Meal has been successfully charged to the applicable Eligible Card Account, a confirmation letter containing, amongst others, acknowledgement of receipt of payment of the Meal together with the other details regarding the Meal and the redemption of the same will be sent to the last known billing address of the principal Eligible Cardmember with UOB Card Centre's records.
- For the avoidance of doubt, UOB will process and charge the total amount of the Meal to the Eligible Card Account of the applicable Eligible Cardmember even though the Meal has yet to be redeemed at the time payment is charged to the Eligible Card Account.
- 1.3 In order to redeem the Meal purchased, the Eligible Cardmember must bring the original Confirmation Letter to the applicable participating restaurant on the applicable reservation date as stated on the Confirmation Letter and present it to the service staff. Proof of identification of the Eligible Cardmember together with such other additional documents that UOB or the participating restaurant, merchant, agent, supplier or service provider requires must be presented in order to redeem the Meal.
- 1.4 The Meal is based on a stipulated set menu (as described on www.uob.com.sg/cny) as determined by the respective participating restaurants at their absolute discretion. Details of the Meal will also be communicated to the Eligible Cardmember in the Confirmation Letter. Any additional amounts and charges (including, but not limited to, service charge payable to the applicable participating restaurant and any government service tax) resulting from additional items ordered outside of the stipulated set menu or any changes to the stipulated set menu made by the Eligible Cardmember at the participating restaurants will be borne by the respective Eligible Cardmember. Such stipulated set menus may be amended from time to time at the absolute discretion of the participating restaurants (even after payment has been made by the Eligible Cardmember) . UOB shall not be liable to any party for any losses, cost, injury to or expenses, claims or damages whatsoever suffered or incurred arising from any amendments made to the Meal.
- 1.5 No amendments or cancellation in connection with the Meal will be entertained once the Application Form is submitted on www.uob.com.sg/cny and no refunds, compensation or payments will be entertained.
- 1.6 Without limiting the generality of Paragraph 1.1 above, the following Eligible Cardmember shall be disqualified from participating in the Promotion:-

- (a) any Eligible Cardmember whose Eligible Card Account is voluntarily or involuntarily suspended, cancelled, closed or terminated anytime before the total amount of the Meal is debited from the applicable Eligible Card Account. Termination of an Eligible Card Account of a supplementary Eligible Cardmember will not by itself disqualify the applicable principal Eligible Cardmember from participating in the Promotion; or
 - (b) any Eligible Cardmember whose Eligible Card Account is not active, valid, subsisting or 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; or
 - (c) any Eligible Cardmember who is mentally unsound, facing legal incapacity or is incapable of handling his/her/their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
 - (d) any Eligible Cardmember that UOB may decide to exclude, at its discretion, without prior notice at any time during the Promotion Period.
- 1.7 Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine the eligibility of any Eligible Cardmember for the Promotion and shall not be obliged to make any payment or compensation whatsoever.
- 1.8 The Promotion is not valid with other offers, discounts, privileges, promotions, set menus, special menus, vouchers, membership privileges or rivileges/VIP cards.

2. General

- 2.1 (a) UOB shall not be liable or responsible for:
- (i) any cost, loss, injury to or expenses, claims or damages of any Eligible Cardmember or any other person arising in any manner howsoever in connection with the Promotion or the redemption/intake of the Meal howsoever arising other than direct losses suffered by the Eligible Cardmember only to the extent that such loss arises directly from the sole negligence or willful misconduct of UOB;
 - (ii) any notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or
 - (iii) any breakdown or malfunction in any computer system or equipment.
- (b) UOB will not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of any Meal or any goods or services offered under the Promotion or the acts or defaults of the participating restaurants, merchant, agent, supplier or service provider of any Meal or any goods or services offered under the Promotion or defects or deficiency in any Meal or the goods or services offered under the Promotion. UOB is not an agent of the participating restaurants, merchants, agents, suppliers or service providers. Any disputes about quality or service standard with such Meal or goods and services must be resolved directly with the participating restaurants, the merchants, agents, suppliers or service providers.
- 2.2 The Terms and Conditions are supplemental to 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.

- 2.3 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 material relating to 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.
- 2.4 UOB is not responsible if it is unable to perform its obligations hereunder as a result of (whether direct or indirect) the delay or failure of any third party including the service provider, the failure of any machine or communication system, industrial dispute, war, Act of God, or for any act or omission outside the control of the Bank.
- 2.5 UOB's determination of all matters relating to or in connection with the Promotion shall be at UOB's discretion and shall be final, conclusive and binding on the Eligible Cardmember. UOB shall not be obliged to enter into any correspondence with any persons and no appeal, correspondence or claims will be entertained.
- 2.6 Notwithstanding anything in the Terms and Conditions, UOB reserves the discretion at any time and from time to time at its discretion to vary any of the Terms and Conditions including, but not limited to, varying the Promotion Period, the eligibility criteria, or terminating the Promotion, without giving any reason or prior notice and without assuming any liability to any person and all Eligible Cardmembers shall be bound by these amendments.
- 2.7 While all information provided herein is believed to be correct as at the time of publishing, publishing or, where applicable, posting online, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 2.8 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.
- 2.9 Any Eligible Cardmember who participates in the Promotion is deemed to have accepted the Terms and Conditions and is subjected accordingly to the Standard Terms.
- 2.10 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.
- 2.11 The Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Eligible Cardmembers are deemed to have irrevocably submitted to the exclusive jurisdiction of the courts of the Republic of Singapore.