

**UOB “Get & Spend” Campaign
Terms and Conditions**

1. Promotion

- 1.01 The Promotion is open during the Promotion Period to all Participating Cardmembers who comply with the Terms and Conditions.
- 1.02 Notwithstanding anything herein to the contrary, the Bank has the discretion at any time and from time to time to determine the eligibility and/or ineligibility of any Cardmember for the Promotion and shall not be obliged to make any payment or compensation whatsoever to Cardmembers rendered ineligible for participation in the Promotion.

2. Registration and Participation in the Promotion

- 2.01 (a) An Eligible Cardmember will be entitled to the Free Gift if he/she complies with all of the following:-
- (i) the Eligible Cardmember must have successfully registered himself/herself for the Promotion by completing the following Redemption Process during the Spend Period:-
 - (1) logged onto the Redemption Site;
 - (2) selected the preferred Free Gift that the Eligible Cardmember wishes to redeem should he/she comply with the Terms and Conditions; and
 - (3) completed and furnished all the required information on the Redemption Site; and
 - (ii) the Qualifying Amount must have been charged to the Eligible Card account of the Eligible Cardmember and/or the account of the applicable supplemental Eligible Card during the Spend Period.
- (b) The Eligible Cardmember under whom any number of supplementary Eligible Cards are in use can utilise all sums charged on the said supplementary Eligible Cards towards making up the Qualifying Amount.
- (c) Notwithstanding the fact that the Eligible Cardmember has already completed the Redemption Process and selected the preferred Free Gift in accordance with the Redemption Process, the Eligible

Cardmember will not be entitled to the Free Gift if he/she does not comply with any of the Terms and Conditions.

- 2.02 By participating via internet registration, the Participating Cardmember consents to the disclosure of information including, but not limited to, the Participating Cardmembers' credit card number to the vendor, independent telecommunication authorities or service provider or such other third party which is engaged by the Bank for the Promotion. The Participating Cardmember authorises the BANK to disclose any information regarding the Participating Cardmember and the Participating Cardmember's relevant Eligible Card account to such parties for the purposes of the Promotion.
- 2.03 Voluntary cancellation or termination of supplementary Eligible Card account(s) will not by itself disqualify an otherwise Eligible Cardmember from the Promotion.

3. Free Gift

- 3.01 Each Eligible Cardmember shall be entitled to redeem only ONE Free Gift irrespective of the number of Eligible Cards that the Eligible Cardmember may have or the number of times he/she may have carried out the Redemption Process for his/her Eligible Cards. The Promotion is on a "*while stocks last*" basis and a "*first-come, first-served*" basis and only applicable to the stipulated number of Free Gift as indicated in the Redemption Site.
- 3.02 Any attempt to redeem the Free Gift before or after the Promotion Period, or after the Free Gifts are fully redeemed, will not be accepted and will be invalid and void. No correspondence and communication in this regard will be entertained.
- 3.03 Images of the Free Gifts used in any communications and marketing materials or on the Redemption Site are for display and information only. The actual item may differ from images set out in such materials. Neither the Bank nor the Merchant shall be liable for any difference between the actual item and the images set out in such materials.
- 3.04 The Bank has the right, at any time and from time to time in its discretion and without prior notice or assuming any liability or payment of compensation to any person, to replace or substitute any one of the Free Gifts with another that has a similar value to the one selected.
- 3.05 The Free Gifts are provided by the Merchant.
- 3.06 The Free Gifts are not transferable or exchangeable for cash, credits, other gifts or otherwise in full or in part or refundable. The Bank assumes no liability or responsibility and shall not be responsible or liable for any injury,

loss, claim or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of the redemption or usage of the goods and services or the Free Gifts or in connection with the Promotion and/or redemption or use of the Free Gifts and any consequences including, but not limited to, loss of life, injury to person and/or loss or damage to property arising from or in connection with the Promotion, and/or use of the Free Gifts howsoever arising.

- 3.07 The selected Free Gift will be delivered to the Eligible Cardmember's last known home address (as maintained in the Bank's record) within five (5) Singapore working days from the date the Redemption Process is completed. In the event of an unsuccessful delivery attempt, where no one is at the home address of the Eligible Cardmember to sign off on the delivery, the Eligible Cardmember shall liaise directly with the Merchant to arrange for an alternative delivery date.

4. Qualifying Transactions

- 4.01 (a) Subject to Clause 4.01(b) and Clause 4.01(c) below, Qualifying Transactions includes all types of Retail Purchases (whether in Singapore Dollars or otherwise) but shall exclude all the Excluded Transactions.

- (b) For a Retail Purchase that is payable by installment payments, if the Eligible Cardmember charges the full amount of this Retail Purchase to the Eligible Card as a Retail Purchase made during the Spend Period, and this full amount is successfully converted into monthly installments:

- (i) at the point of sale by tie up merchants, the monthly installment amount (and not the total amount charged for that transaction); or
- (ii) at a later date by us, the total amount charged (and not the converted monthly installment amount),

this Retail Purchase will be considered as a Qualifying Transaction provided the full amount of this Retail Purchase is successfully posted to the account of the Eligible Card during the Spend Period and the full amount of this Retail Purchase shall be taken into consideration when calculating the Qualifying Amount.

- (c) For non-Singapore dollar transactions charged to the Eligible Card for Retail Purchases made during the Spend Period, the amount reflected in the account of the Eligible Card of the Eligible Cardmember (which is inclusive of the exchange rate conversion and commission, if any) in connection with such non-Singapore dollar transactions will be

considered as the Qualifying Transaction and taken into consideration when calculating the Qualifying Amount.

- 4.02 Excluded Transactions are:
- (a) balance transfers to the Eligible Card, cash advances from the Eligible Card, purchases via NETS and ongoing installment payments;
 - (b) any amount charged to the Eligible Card during the Spend Period that is subsequently cancelled, voided or reversed;
 - (c) balances owing on the Eligible Card accounts from months that do not fall within the Promotion Period; and
 - (d) any credit card transaction(s) carried out in respect of installment payments arranged prior to the Spend Period, cash advances, balance and/or funds transfer, SmartPay, annual fees, cash advance fees, late fees, reversals, interest, any finance charges made by the Cardmember using the Eligible Card account and/or any transaction that was subsequently cancelled, voided or reversed for any reason.
- 4.03 The Bank reserves the right, at any time at its discretion, to amend or vary the list of Excluded Transactions set out under Clause 4.02 above 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 variations.
- 4.04 All Qualifying Transactions must be charged to the account of the Eligible Card of the Eligible Cardmember. The Bank is not responsible for any failure or delay in the transmission of the transactions by any party including but not limited to acquiring merchants, merchant establishments, or any telecommunication provider.
- 4.05 The Bank reserves the right to determine at its discretion whether:
- (a) an Eligible Card is valid;
 - (b) an Eligible Cardmember has met all the requirements of the Promotion; and
 - (c) charges made to the Eligible Card qualify as Qualifying Transactions for the purposes of the Promotion.
- 4.06 If a Qualifying Transaction is cancelled or reversed after the Spend Period is over and the total amount spent during the Spend Period falls short of the

Qualifying Amount, the Eligible Cardmember will not be considered to have spent the Qualifying Amount.

- 4.09 If the Eligible Cardmember fails to comply with Clause 2.01(a)(ii) above, an administrative fee of S\$200 will be charged to the Eligible Card account of the Eligible Cardmember.

5. General

- 5.01 (a) The Merchant is not a participant in or sponsor of the Promotion. [The Merchant of the goods or services or the Free Gifts offered in the Promotion may impose conditions for redemption and use of the goods or services or the Free Gifts offered in the Promotion.]

- (b) The Bank is neither the agent nor the principal of the Merchant and makes no representation as to the quality, condition or performance of the goods and services or the Free Gifts provided. Any dispute about quality, condition, service standard or performance of the goods or services or the Free Gifts is to be resolved directly between the Eligible Cardmember and the Merchant.

- 5.02 (a) The Bank shall not be liable if it is unable to perform its obligations under the Terms and Conditions, due directly or indirectly to the failure of the email vendor, the telecommunication authorities or service provider or such other third party which maybe engaged for the Promotion, any machine or communication system, industrial dispute, war, Act of God, or anything outside the control of the Bank.

- (b) The Bank shall not be responsible or liable:-

- (i) for any failure or delay in the transmission or receipt of:-

- (1) evidence of sale transactions by MasterCard/Visa/Unionpay/JCB/CUP/American Express acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities/provider or any other parties which may result in a charge incurred or made by the Eligible Cardmember or the applicable supplemental Cardmember being omitted from being posted to the Eligible Cardmember's account and/or captured in the Bank's system during the Spend Period;

- (2) the emails to the Eligible Cardmember which may result in the email not being received by the Bank and therefore the Eligible Cardmember being omitted from participating in the Promotion; or

- (ii) the breakdown or inability to access the Redemption Site;
- (iii) for any late posting of the Retail Purchases or for any failure in the Retail Purchases being transacted by the Eligible Cards or being captured in the Bank's system;
- (iv) for any notice or communication, email or Free Gift which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected; or
- (v) for any breakdown or malfunction in any computer system or equipment.

5.03 Notwithstanding anything in the Terms and Conditions, the Bank 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 or amending the duration of the Promotion Period or the Spend Period 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 Cardmembers shall be bound by these amendments or variations.

5.04 The Bank's decision in all matters arising out of or in connection with the Promotion is final and conclusive. The Bank shall not be obliged to enter into any correspondence with any persons and no appeal, correspondence or claims will be entertained.

5.05 By participating in the Promotion and completing the Redemption Process, each Cardmember agrees to be bound by the Terms and Conditions. The Terms and Conditions are supplemental to the UOB Cardmember Agreement. If there is any inconsistency between the Terms and Conditions and the UOB Cardmembers Agreement, the Terms and Conditions prevail only to the extent of such inconsistency.

5.06 The Free Gifts are provided by the Merchant, under such terms and conditions determined by the Merchant, and therefore, the Bank will neither be responsible or liable for any defect, the quality, merchantability, the fitness for purpose or any other implied term or condition or any other aspect with respect to the Free Gifts. The Bank also assumes no liability or responsibility for the acts or defaults of the Merchant or defects or deficiency in the goods offered as Free Gifts in the Promotion. The Bank will not be responsible or liable for any injury, loss or damage suffered as a result of the redemption or usage of the goods or services or the Free Gifts provided by the Merchant or arising from or in connection with the Promotion howsoever arising.

- 5.07 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.
- 5.08 The Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 5.09. All information is correct at the time of publishing and the Bank 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 these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail.

6. Definitions

- 6.01 “**Bank**” refers to United Overseas Bank Limited (“UOB”) and its successors in title.
- 6.02 “**Cardmember**” shall mean any existing and new principal and supplementary holders of an Eligible Card, whose card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by the Bank in its discretion but shall exclude the Disqualified Cardmembers.
- 6.03 “**Disqualified Cardmembers**” shall mean any Cardmember, including Eligible Cardmembers, who are disqualified from participating in the Promotion including those set out below:-
- (a) any Cardmember whose single Eligible Card account and/or multiple Eligible Card accounts, as the case may be, is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Registration Period and Spend Period;
 - (b) whose Eligible Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined by the Bank as being delinquent or unsatisfactorily conducted for any reasons as may be determined by the Bank at its sole discretion;
 - (c) who are deemed mentally unsound by Order of the Courts of Singapore, facing legal incapacity or is incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings or investigations by any government authority (or any threat of the same) of any nature instituted against them; or

- (d) who the Bank may decide to exclude, at its discretion, without prior notice at any time during the Registration Period and Spend Period.
- 6.04 **“Eligible Card”** shall mean an existing Visa, MasterCard, American Express, JCB or China Unionpay credit card or a Corporate credit card on personal liability which is:
- (a) issued by the Bank in Singapore; and
 - (b) owned by the Eligible Cardmember,
- BUT shall exclude any Corporate Business/Purchasing credit cards and debit cards issued by the Bank.
- 6.05 **“Eligible Cardmember”** shall mean a Participating Cardmember who has complied with all the conditions set out under Clause 2.01(a) above.
- 6.06 **“Excluded Transactions”** shall mean the transactions listed under Clause 4.02 above a may be amended from time to time in accordance with the Terms and Conditions.
- 6.07 **“Free Gifts”** refers to the lifestyle gadgets that can be redeemed by the Eligible Cardmember in accordance with the Terms and Conditions. A list of the Free Gifts are available on the Redemption Site.
- 6.08 **“Merchant”** refers to Omigo Singpost eCommerce Pte Ltd.
- 6.09 **“Participating Cardmember”** shall mean a principal Cardmember who received a promotion mailer in connection with the Promotion but shall exclude principal Cardmembers:-
- (a) who hold any Business Debit Cards, Corporate Cards (not on personal liability), Purchasing Cards, Empire World Mastercard, Platinum Business Cards, Distribution Cards and Business Platinum Cards; and
 - (b) whose Eligible Card accounts have been suspended, cancelled or terminated (excluding voluntary cancellation or termination of Card accounts where there are more than one (1) accounts and at least one (1) account remains) for any reason during the Registration Period.
- 6.10 **“Promotion”** refers to the UOB *“Get & Spend”* Campaign.
- 6.11 **“Promotion Period”** refers to the period commencing 21 April 2014 to 30 September 2014, both dates inclusive.
- 6.12 **“Recommended Retail Price”** refers to the price suggested by a manufacturer of a product to a retailer of that product and does not take into consideration

any discounts and/or promotions offered by other retailers. The Bank and the Merchant will not entertain any disputes on this issue.

- 6.13 **“Redemption Process”** refers to the redemption process described under Clause 2.01(a)(i) above.
- 6.14 **“Redemption Site”** refers to uob.com.sg/gadgets.
- 6.15 **“Retail Purchases”** means all transactions made by a Cardmember using the Eligible Card or the applicable supplementary Eligible Card.
- 6.16 **“Qualifying Amount”** refers to the total minimum sum of Singapore Dollars Seven Thousand (S\$7,000.00) worth of Qualifying Transactions charged either to the account of the Eligible Card of an Eligible Cardmember and/or to the account of the applicable supplementary Eligible Card during the Spend Period.
- 6.17 **“Qualifying Transactions”** shall carry refer to the transactions referred to under Clause 4.01 above.
- 6.18 **“Spend Period”** means the period commencing from 21 April 2014, 0000 hours Singapore time and 30 September 2014, 2359 hours Singapore Time (both dates and time inclusive).
- 6.19 **“Terms and Conditions”** means the terms and conditions relating to the Promotion, as may be amended from time to time.
- 6.20 **“UOB Cardmember Agreement”** refers to the prevailing UOB Cardmember Agreement which is available at www.uob.com.sg/personal/cards/credit/tnc.html
- 6.21 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.