

TERMS AND CONDITIONS GOVERNING THE “UOB PERSONAL INTERNET BANKING & MOBILE SERVICES ‘TRANSFORMERS’ PROMOTION”

Updated: 1 April 2014

1. Definitions

- 1.1. **“Customer”** means the customer of UOB: -
- a. whose UOB bank and/or card account(s) is/are active, valid, subsisting, in good standing and is/are satisfactorily conducted at all times as determined by UOB in its discretion; and
 - b. who has successfully signed up for UOB Personal Internet Banking or UOB Mobile Services prior to or during the Promotional Period, and where such UOB Personal Internet Banking and UOB Mobile Services access is/are active, valid, subsisting, in good standing and is/are satisfactorily conducted at all times as determined by UOB in its discretion
- 1.2. **“Form”** means the Online Registration Form for the Promotion, which can be found on uob.com.sg/transformers, and must be completed and submitted in accordance with Clause 2 herein.
- 1.3. **“UOB”** means United Overseas Bank Limited, and includes any successor or assign thereof.
- 1.4. **“Promotion”** refers to this UOB Personal Internet Banking & Mobile Services ‘Transformers’ Promotion.
- 1.5. **“Promotional Period”** means the period from 1 April 2014, 12:00 am until 31 July 2014 11:59 pm (Singapore date/time).
- 1.6. **“Promotional Month”** means each of the calendar months within the Promotional Period.
- 1.7. **“Terms and Conditions”** means the terms and conditions of this Promotion, as may be amended from time to time at the Bank’s discretion.

2. Eligibility

- 2.1. Under this Promotion, Customers may win Singapore Premiere Tickets to TRANSFORMERS: AGE OF EXTINCTION (the “Movie”) and/or Transformers Collectible Flash Drives subject to the Terms and Conditions herein.
- 2.2. To be eligible to win Singapore Premiere Tickets to TRANSFORMERS: AGE OF EXTINCTION (**“Movie Tickets”**), the Customer must:
- (i) Have successfully completed and submitted the Form for either one of the Promotional Months of April 2014 or May 2014 within the respective Form Submission Timelines. A Customer shall only be deemed a registered Customer upon successfully submitting the Form ;

Promotional Month	Form Submission Timelines
April 2014	1 April 2014 – 30 April 2014 (dates inclusive)
May 2014	1 April 2014 – 31 May 2014 (dates inclusive)

- (ii) Be one of the top fifty (50) registered Customers in the Promotional Month of April 2014 or May 2014 incurring the highest spend on all tickets purchased via the UOB Ticketing App (**“Movie Tickets Qualifying Transaction”**) with UOB Credit/Debit card; and provided always that the amount for the Movie Tickets Qualifying Transaction must,

during that same Promotional Month, be successfully posted and recorded on NETS' systems, and/or deducted from the UOB account used to perform the said Transaction.

- (iii) Carried out the Tickets Qualifying Transaction through the same mobile number that was provided in the Form, failing which, the said Qualifying Transaction will be deemed disqualified.

2.3. To be eligible to win the Transformers Collectible Flash Drives ("**Flash Drives**"), the Customer must:

- (i) Have successfully completed and submitted the Form for any one of the following Promotional Months within the respective Form Submission Timelines. A Customer shall only be deemed a registered Customer upon successfully submitting the Form.

Promotional Month	Prizes	Form Submission Timelines
April 2014	Optimus Prime Flash Drive	1 April 2014 – 30 April 2014 (dates inclusive)
May 2014	Drift Flash Drive	1 April 2014 – 31 May 2014 (dates inclusive)
June 2014	Bumblebee Flash Drive	1 April 2014 – 30 June 2014 (dates inclusive)
July 2014	Lockdown Flash Drive	1 April 2014 – 31 July 2014 (dates inclusive)

- (ii) Be one of the first one thousand (1,000) registered Customers in the Promotional Month of April or May or June or July 2014 who successfully performed at least three (3) of the following online transactions (collectively the "**Flash Drive Qualifying Transactions**") within that same Month.

1. Funds transfer to a New Funds Transfer Payee[^] via UOB Personal Internet Banking or UOB Mobile (subject to a minimum of S\$10 for each funds transfer to a New Funds Transfer Payee[^])
2. Bill payment to any New Billing Organisation* via UOB Personal Internet Banking or UOB Mobile (subject to a minimum of S\$10 for each bill payment to a New Billing Organization*)
3. Telegraphic transfer via UOB Personal Internet Banking (subject to a minimum of S\$10 for each telegraphic transfer)
4. Making payment via UOB eNets (subject to a minimum of S\$10 for each transaction)

Provided always that the amounts for the Flash Drive Qualifying Transactions must during that same Promotional Month, be successfully posted and recorded on the NETS' systems and/or deducted from the UOB account used to perform the said Transactions.

[^]New Funds Transfer Payee means a payee that has not received any funds transfer from the registered Customer since 1 Jan 2014. For the avoidance of doubt, only the first funds transfer made to the New Funds Transfer Payee will qualify as one Flash Drive Qualifying Online Transaction for the Promotional Period. Subsequent funds transfers made to that same Payee do not qualify for this Promotion.

****New Billing Organisation means a billing organisation that has not received any bill payment from the registered Customer since 1 Jan 2014. For the avoidance of doubt, only the first bill payment made to the New Billing Organisation will qualify as one Flash Drive Qualifying Online Transaction for the Promotional Period. Subsequent bill payments made to that same Organisation do not qualify for this Promotion.***

2.4 Without limiting the generality of any of the foregoing provisions:

- (i) Customers need to submit the Form only once during the Promotional Period. In the event that the Customer submits more than one Form, UOB will use the Client's information and details based on the last Form submitted.
 - (ii) The information (whether related to the Customer, the Qualifying Transactions or otherwise) provided through the Form must match UOB's and/or NETS' records for the same subject matter.
 - (iii) Any incomplete or inaccurate Forms will not be considered and will be disqualified for the Promotion.
 - (iv) Forms received by UOB before 12:00 am on 1 April 2014 or after 11:59 pm on 31 July 2014 (Singapore date/time) will not qualify for the Promotion and will be considered invalid and void.
 - (v) UOB reserves the right to determine at its sole and absolute discretion the eligibility of any Forms for this Promotion. The decisions of UOB on all such matters relating to the eligibility of any Forms are final, conclusive and binding.
- 2.5. For the avoidance of doubt, the following persons shall not be eligible for the Promotion:
- (i) Customers who are or become mentally unsound, facing legal incapacity or is not capable of handling their affairs, deceased, insolvent, bankrupt or have legal proceedings (or any threat) of any nature instituted against them;
 - (ii) All employees of UOB who are directly involved in organizing and/or promoting this Promotion;
 - (iii) Customers who do not have a valid Singapore residential address in UOB's records;
 - (iv) Persons whose UOB bank / card accounts are not active, valid, subsisting or in good standing;
 - (v) Persons whose UOB Personal Internet Banking and UOB Mobile Services is terminated before/on 31 July 2014
- 2.6. UOB reserves the right to determine at its sole and absolute discretion the eligibility of Customers and/or persons for this Promotion. The decisions of UOB on all such matters relating to the eligibility of any such Customers and/or persons are final, conclusive and binding, and UOB is not obliged to give any reason or prior notice.

3. Prizes

- 3.1. Each eligible Customer can only win a maximum of:
- One (1) pair of Singapore Premiere Tickets to 'TRANSFORMERS: AGE OF EXTINCTION' ("**Movie Tickets**") at The Cathay and
 - One (1) Transformer Collectible Flash Drive ("**Flash Drive**") for each Promotional Month.
- (each a "Prize" and collectively the "Prizes").
- 3.2. Eligible Customers who have won the Prize(s) in accordance with these Terms and Conditions (collectively the "Winners" and each a "Winner") will receive their Prize(s) as follows:
- (i) The Flash Drive will be posted to the Winner's last known mailing address in Singapore as per UOB's records on or before the respective Notification Dates set out in the table below.
 - (ii) Winners of the Movie Tickets will be notified by a Notification Letter posted to the Winner's last known mailing address in Singapore as per UOB's records on or before the respective Notification Date set out in the table below.

Prize	Notification Date:
Singapore Premiere Tickets to TRANSFORMERS: AGE OF EXTINCTION	22 June 2014
Optimus Prime Flash Drive	30 June 2014
Drift Flash Drive	31 July 2014
Bumblebee Flash Drive	31 August 2014

- 3.3. The Notification Letter will set out the procedures in which the Winner has to follow in order to claim the Movie Tickets. The Winner must claim the Movie Tickets on such other terms and conditions as may be imposed by the merchant, agent, supplier or service provider of the Movie Tickets and as may be set out in the Notification Letter. Movie Tickets which remain unclaimed and/or unused by the stipulated date will be forfeited.
- 3.4. UOB does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in any of the Winners receipt of the Notification Letter/Prize or if the Notification Letter/Prize expires or gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected. Any Movie Ticket/Prize that is expired, lost, misplaced, tampered with, defaced, stolen, misdirected or damaged is strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for any unredeemed Movie Ticket or any Prize which has expired or is lost, tampered with, misplaced, defaced, stolen, misdirected or damaged.
- 3.5 Prizes offered under the Promotion are not exchangeable for cash, credit, gift or otherwise, in full or in part.
- 3.6 UOB is not an agent and/or principal of any of the merchants and/or service providers involved in this Promotion. Any dispute about the quality or service standard must be resolved directly with the merchant or service provider.
- 3.7. The merchant or service provider may impose terms and conditions for the usage or redemption of the Prizes. The premiere screening of the Movie will be held on 25 June 2014 subject to changes by the merchant at its discretion. The time of screening for the Movie is to be determined by the merchant at its discretion and may be subject to changes. Replacement or alternative dates or time may not be given.
- 3.8 UOB assumes no liability or responsibility for (i) any defects, quality, merchantability, the fitness or any other aspect of the Prize awarded; (ii) the acts or defaults of the manufacturer, merchant and/or suppliers of the Prize or (iii) for any injury, loss, claim or damage or consequences whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of the award or usage of the Prize or in connection with the Promotion.
- 3.9 UOB reserves the right to replace and/or substitute any of the Prize(s) with another prize at equivalent or close to the prevailing recommended retail price without giving prior notice or reason to any Winner or assuming any liability to any party. UOB's determination of the replaced and/or substituted Prize shall be final, conclusive and binding.
- 3.10 If UOB subsequently discovers that the Customer is not eligible to participate in the Promotion and/or to receive the Prize(s), UOB may at its discretion forfeit the Prize(s), or if already awarded, reclaim the Prize(s) at the expense of the Customer (whether by deductions to the Customer's UOB accounts or otherwise) and/or award or dispose of the Prize(s) in such manner and/or to such person as UOB deems fit at its absolute discretion without payment, compensation, or reason.
- 3.11 Notwithstanding anything to the contrary, UOB reserves the right to select another eligible Customer as a reserve Winner to substitute any Winner who is subsequently found to be ineligible to participate in the Promotion or disqualified from participating in the Promotion. UOB shall not be liable to any such party for any payment or compensation arising from the above.

4 Participation

- 4.1 By participating in the Promotion, the Customer:-
- (i) allows UOB and its related corporations (collectively, the "Companies"), and their agents, to share the Customer's personal data amongst themselves, to collect and use the data,

and to disclose the data to the Companies' authorised service providers for the following purposes:

- (a) contacting the Customer via address, electronic transmission (e.g. email), SMS, telephone and other means of communication to inform the Customer about his/her win in the Promotion, as well as products and services marketed by the Companies ("Products and Services"); and
 - (b) conducting consumer and market research in respect of the Products and Services, which may be relevant to the Customer;
- (iii) consents to the collection, use and disclosure of his/her name, identification/passport number and such other information and particulars, including photographs of the Customer, for result announcement, publicity or marketing purposes in connection with the Promotion and UOB Personal Internet Banking and UOB Mobile Services; and
- (iv) agrees to co-operate with and participate in such publicity activities without any payment or compensation thereof.
- 4.2 The Customers shall, if required by UOB, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Promotion at his/her own costs and hereby consents to UOB collecting, using and disclosing the Customer's personal information for the purposes of receiving promotional, marketing and other publicity information from UOB from time to time in connection with UOB Personal Internet Banking and UOB Mobile Services.

5 General

- 5.1 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time, at its discretion and without giving prior notice, to amend, vary, add or delete these terms and conditions, including but not limited to the eligibility, terms and criteria, the Prizes, the Promotional Period and Qualifying Online Transactions, without assuming any liability to any person and all participating Customers shall be bound by these amendments.
- 5.2. The decisions of UOB on all matters relating to the Promotion are final, conclusive and binding. UOB shall not be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.
- 5.3 In the event of any inconsistency or discrepancies between these Terms and Conditions and any advertising, publicity, brochure, marketing, promotional, publicity and other materials relating to or in connection with the Promotion, these Terms and Conditions shall prevail.
- 5.4 Participation in the Promotion is subject to these Terms and Conditions. These Terms and Conditions are supplemental to the terms and conditions of UOB Ticketing, UOB Personal Internet Banking, UOB Mobile Services, and UOB Cardmembers Agreement (collectively, the "**Standard Terms**") which are available at uob.com.sg. In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency.
- 5.5 All information is correct at the time of publishing and UOB makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 5.6 UOB shall not be responsible or liable for any loss, injury to or expenses, claim or damages of any Customer or any other person howsoever arising. However, UOB will only be liable for the Customer's direct loss to the extent such loss is caused directly by UOB's fraud, gross negligence or willful misconduct in direct connection with the Promotion.

- 5.7 UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions due directly or indirectly to the failure of the merchants supplying the Prizes, service providers 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 UOB.
- 5.8 UOB shall not be responsible or liable:-
- 5.8.1 for any notice, letters, communication or Prizes which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or
- 5.8.2 for any late posting of the Qualifying Online Transactions or for any failure in Qualifying Online Transactions being transacted by UOB Personal Internet Banking or UOB Mobile Services or being captured in UOB's system;
- 5.9 A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce or enjoy the benefit of any term herein.
- 5.10 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and all participants who participate in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.