

## UOB Lady's Priceless Experience Promotion

### TERMS AND CONDITIONS

#### 1. Eligibility

- 1.1 The UOB Overseas Bank Limited ("UOB") Lady's **Priceless Experience** ("the Promotion") is open to all Eligible Cardmembers (as defined below) subject to the following terms and conditions.
- 1.2
- i. Subject to the provisions herein and in particular, Clause 1.3 below, "**Eligible Cardmembers**" shall mean all existing and new principal holders of UOB Lady's Solitaire Cards issued in Singapore which are valid, subsisting and in the opinion of UOB in good standing and satisfactorily conducted and each Eligible Cardmembers shall be referred to as the "**Eligible Cardmember**".
  - ii. New principal holders of UOB Lady's Solitaire Cards referred to under Paragraph 1.2(i) above shall also include any holders of UOB Lady's Card and/or UOB Lady's Platinum who charge a minimum sum of S\$10,000 retail spend to their respective cards during the Qualifying Period (as defined below) and are successfully upgraded to UOB Lady's Solitaire Card during the Qualifying Period. For the avoidance of doubt the upgrade is **by invitation** only and is subject to the approval of UOB.
- 1.3 Without limiting the generality of this provision, the following persons shall not be eligible for the Promotion:
- i. directors or employees/staff of UOB and/or Far Eastern Bank Ltd ("FEB") during the Qualifying Period (as hereinafter defined) and their respective immediate family members;
  - ii. employees and staff of **MasterCard Asia/Pacific Pte Ltd** ("MC"), the auditors, Leo Burnett Singapore (only its employees or staff who are handling the UOB account), advertising agencies, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promoting and/or conducting the Promotion or who have an interest in the Promotion and their immediate family member;
  - iii. whose principal UOB Lady's Solitaire Card account(s) is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 26 October 2012 and 30 June 2013 (both dates inclusive);
  - iv. who are or become mentally incapacitated, deceased, insolvent or who face legal incapacity;
  - v. who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them; or
  - vi. whose UOB Lady's Solitaire Card accounts are not active, valid, subsisting or in good standing or which are otherwise determined by UOB in its absolute discretion as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its absolute discretion.

Notwithstanding anything herein to the contrary, UOB has the absolute discretion at any time and from time to time to determine the eligibility of any UOB Lady's Solitaire cardmember to take part in the Promotion and shall not be obliged to give any reason therefore.

For the avoidance of doubt, the termination of a supplementary UOB Lady's Solitaire cardmember of an Eligible Cardmember's account will not by itself disqualify the Eligible Cardmember from the Promotion.

#### 2. Qualifying Period

- 2.1 "Qualifying Period" for the Promotion means the period commencing from 26 October 2012 to 31

December 2012 (both dates inclusive) or such other period as may be determined by UOB in its absolute discretion.

### **3. Promotion Mechanics**

- 3.1 The mechanic for the Promotion shall be in the following manner:-
- i. To qualify for this Promotion, the Eligible Cardmembers are required to charge their UOB Lady's Solitaire Card for any Retail Spend (as defined below) during the Qualifying Period.
  - ii. The three (3) highest spender in each category i.e. the Local Retail Spend, Online Retail Spend and Overseas Retail Spend will be chosen based on the highest total accumulated spend made for each category during the Qualifying Period.
  - iii. For the avoidance of doubt, the minimum qualifying spend of S\$10,000 for UOB Lady's Card and UOB Lady's Platinum referred under Paragraph 1.2(ii) above shall not be taken into account when computing the highest spender for any of the Retail Spend made in this Promotion.
- 3.2
- i. "Local Retail Spend" shall mean all retail purchases of goods and services made locally using the UOB Lady's Solitaire Cards in Singapore Dollars, including instalment payment transactions (Instalment Payment Plan, SmartPay and Lady's LuxePay Plan) but shall exclude any charges made in respect of cash advances, balance transfers, funds transfers, annual fees, interest charges, finance charges, late charges and fees and/or any amount brought forward from the last statement.
  - ii. "Online Retail Spend" shall mean all retail purchases of goods and services made online using the UOB Lady's Solitaire Cards (whether in Singapore Dollars or foreign currency), including instalment payment transactions (Instalment Payment Plan, SmartPay and Lady's LuxePay Plan) but shall exclude any charges made in respect of cash advances, balance transfers, funds transfers, annual fees, interest charges, finance charges, late charges and fees and/or any amount brought forward from the last statement.
  - iii. "Overseas Retail Spend" shall mean all retail purchases of goods and services made overseas using the UOB Lady's Solitaire Cards in foreign currency, including instalment payment transactions (Instalment Payment Plan, SmartPay and Lady's LuxePay Plan) and any overseas transaction performed via Dynamic Currency Conversion but shall exclude any charges made in respect of cash advances, balance transfers, funds transfers, annual fees, interest charges, finance charges, late charges and fees and/or any amount brought forward from the last statement.
- (the Local Retail Spend, Online Retail Spend and Overseas Retail Spend are collectively referred to as "Retail Spend")
- 3.3 For the avoidance of doubt, any Retail Spend made by a supplementary UOB Lady's Solitaire Cardmembers in respect of the Promotion shall accrue to and will be combined with the Retail Spend made by relevant Eligible Cardmembers and the supplementary UOB Lady's Solitaire Cardmembers are not personally eligible for the Promotion.
- 3.4 All Retail Spend made during the Qualifying Period must be posted and captured in UOB's system during the Qualifying Period in order to qualify for the Promotion.
- 3.5 The Retail Spend in each category will be determined based on the actual transaction date of the UOB Lady's Solitaire Card during the Qualifying Period. The winner of each category will be selected based on the earliest transaction date of their respective UOB Lady's Solitaire Card. For example, if 2 Eligible Cardmembers, A and B's Local Retail Spend are tied for highest spend of S\$100,000, and A's transaction date to reach the spend of S\$100,000 is earlier than B's transaction date, then A will be selected as the winner of Local Retail Spend category.
- 3.6 UOB is not responsible to ensure that the Retail Spend are posted promptly and shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by MasterCard acquiring

merchants, merchant establishments, MasterCard, postal or telecommunication authorities or any other party(s) which may result in a purchase charged by the Eligible Cardmember and/or her supplementary credit cardmember(s) being omitted from the calculation of any Retail Spend during the Qualifying Period.

#### **4. The Prizes**

4.1 There will be a total of three (3) prizes to be given away in this Promotion.

4.2 a. The respective top spenders in each of the following category of Retail Spend will receive the following:-

i. Highest Local Retail Spend

A MasterCard-themed "priceless" experience to Paris currently scheduled to take place from the period of March 2013 to April 2013 (but subject to change) which consists of a pair of return business class air tickets by Singapore Airlines(SQ) to Paris departing from Singapore and three nights accommodation for two (2) people based on double occupancy at a hotel to be decided by UOB at its absolute discretion.

ii. Highest Online Retail Spend

A MasterCard-themed "priceless" experience to New York currently scheduled to take place from the period of March 2013 to April 2013 (but subject to change) which consists of a pair of return business class air tickets by Singapore Airlines(SQ) to New York departing from Singapore and three nights accommodation for two (2) people based on double occupancy at a hotel to be decided by UOB at its absolute discretion.

iii. Highest Overseas Retail Spend

A MasterCard-themed "priceless" experience to London currently scheduled to take place from the period of March 2013 to April 2013 (but subject to change) which consists of a pair of return business class air tickets by Singapore Airlines(SQ) to London departing from Singapore and three nights accommodation for two (2) people based on double occupancy at a hotel to be decided by UOB at its absolute discretion.

(all 3 prizes are collectively referred to as the "Prizes" and individually as the "Prize")

b. The itinerary for each of the Prizes is not finalised and is subject to changes to be decided by UOB at its absolute discretion.

4.3 Each Eligible Cardmember is only entitled to win one prize for this Promotion.

For the avoidance of doubt, if the Eligible Cardmember wins the trip to Paris, she will not be eligible to win the trip to New York or London.

4.4 All prices and values of the Prizes set out in any advertising, promotional, publicity and other materials are purely indicative and for information purposes only and such prices and values may vary in accordance with market fluctuations and other market conditions. UOB accepts no liability for any loss howsoever arising from the use of or reliance on such indicative prices and values.

4.5 The Prize is neither transferable nor exchangeable for cash or otherwise, in full or in part. Any unused portion of the Prize cannot be retained or refunded in cash, credit, other gifts or otherwise in full or in part.

4.6 The Prize is subject to the terms and conditions accompanying them. Without limiting the generality of this provision, the Prize is subject to the following terms and conditions:-

i. Any deviation or extensions of the air tickets is subject to availability of seats, seasonality and difference in cost, if any shall be born by the winner. Top ups to higher booking classes and/or travel to different destinations is/are not allowed;

ii. All airlines seats are subject to availability;

iii. The winners of the respective Prizes must be available to travel from the period of March 2013 to April 2013 (travel period is subject to change). The finalized dates of the each trip shall be decided by UOB at its absolute discretion. If the winners and their guests are not available or able to travel

on the dates specified by UOB, the winners and guests' privileges will be terminated and a substitute winner will be selected by UOB at its absolute discretion;

iv. and

v. The Prize is not inclusive of:-

- prevailing taxes, insurances, airport taxes and surcharges (fuel or otherwise) which shall be borne by the winner;

- travel visa and other travel related expenses (please note UOB will not be responsible for obtaining or for funding any visas or other entry permits that may be required), long distance phone calls, additional hotel accommodation, accident insurance coverage and any personal tax that may be levied on the winner or his/her guests with respect to their receipt of the air tickets or any part thereof. All such costs and expenses shall be borne by the winner.

- 4.7 The winner and his/her guest shall be responsible to ensure that they possess valid travelling documentation (e.g. a valid and non-expired passport, visa etc) to the relevant destination.
- 4.8 UOB shall not be responsible for any consequences including but not limited to loss of life, injury to person and/or damage to property arising from or in connection with the Promotion and/or redemption or use of the Prize.
- 4.9 UOB reserves the right to substitute any winner subsequently found to be ineligible or disqualified. UOB's determination of the winners shall be final, conclusive and binding. No correspondence or claims will be entertained.
- 4.10 The winners will be notified by ordinary post and contacted via telephone based on the last known contact information with UOB Card Centre's records no later than 1 April 2013 or by such other date as UOB may determine at its absolute discretion.
- 4.11 The Prize must be claimed in Singapore on or before 30 April 2013. All unclaimed prizes will be forfeited. Any winner whose Prize has been forfeited shall not be entitled to any payment or compensation notwithstanding non-receipt of notification. The winner needs to present proof of identification together with such other additional documents that UOB and MC requires in order to collect the Prize. Details of the method to claim the Prize will also be set out in the notification letter.
- 4.12 UOB does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in the winner's receipt of the notification letter or any notification letter which has expired or gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected in the post. Any notification letter that is expired, lost, misplaced, tampered with, defaced, stolen, misdirected or damaged is strictly non-replaceable.
- 4.13 If the Prize is unclaimed by the due date stated under Clause 4.11 above or not won, UOB reserves the right to transfer the said Prize to a substitute winner at UOB's absolute discretion.
- 4.14 If any person is subsequently discovered to be ineligible or not entitled to participate in the Promotion or ineligible to receive the Prize, UOB reserves the right to forfeit/reclaim the Prize at UOB's discretion and confer the same on any other person as may be selected by UOB in any manner as UOB may deem fit at its absolute discretion and which said person shall then be the winner.
- 4.15 UOB may, at any time without notice and without furnishing any reason in its sole and absolute discretion, substitute the Prize (or any component thereof) with any other item of similar value. UOB's determination of the substituted prize shall be final, conclusive and binding. No correspondence or claims will be entertained.

## **5. Participation**

- 5.1 All participants of the Promotion expressly and irrevocably permit and authorize UOB and MC to disclose, reveal and divulge any information regarding their particulars (including, but not limited to, their name, identification/passport number and photographs) to the parties involved in organizing, advertising, publicity, promoting, sponsoring or conducting the Promotion.
- 5.2 It is a condition precedent for participation in the Promotion that the winner consents to the public disclosure of his/her name, identification/passport number and such other information that may indicate his/ her

account with UOB and photographs for publicity or commercial purposes or otherwise participate in the publicity activities of UOB in relation to the Promotion and to the use of any data provided by such winner for any future marketing effort by the UOB group of companies, without any payment or compensation thereof.

- 5.3 The winner 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 her own costs.

## **6 General**

- 6.1 The decisions of UOB on all matters relating to or in connection with the Promotion are at their absolute discretion and shall be final, conclusive and binding on all individuals including, without limitation, any decision to change the Promotion Date, to extend the Qualifying Period, cancel or suspend the Promotion or to replace the Prize. UOB shall not be required to give any reasons on any matter relating to the Promotion and no appeal, correspondence(s) and claim(s) will be entertained. UOB has the absolute right and unfettered discretion to determine whether the Eligible Cardmembers or the winner has met all the requirements of the Promotion and/or to receive the Prize.
- 6.2 If UOB subsequently discovers that the Eligible Cardmember or the winner is in fact not eligible to participate in the Promotion or to receive the Prize, UOB may at its sole discretion forfeit the winner's Prize or reclaim it / them (if already awarded) and award or dispose of it/them in such a manner and to such person/persons as UOB deems fit at its absolute discretion without payment or compensation whatsoever or without giving any reason to such winner whose Prize was forfeited or reclaimed.
- 6.3 UOB shall not be liable to any Eligible Cardmember or the winner or any other persons for any loss or damage arising in connection with the Promotion, including without limitation, any error in computing any chances, any breakdown or malfunctions in any computer system or equipment. Without prejudice to the generality of the foregoing, UOB assumes no responsibility for lost, late, misdirected, incomplete, ineligible and/or postage-due mail.
- 6.4 Participation in the Promotion is subject to these terms and conditions stated herein. While all information provided herein is believed to be correct and reliable at the time of publishing or posting online, UOB makes no representation or warranty whether express or implied, and accepts no responsibility or reliability for its completeness or accuracy. In the event of any inconsistency between:-
- i. these terms and conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, these terms and conditions shall prevail; and
  - ii. the English version of these terms and conditions herein and the Chinese version of these terms and conditions herein, the English version of these terms and conditions herein shall prevail.
- 6.5 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to determine and/or amend, by addition to, subtraction from or variation of, these Terms and Conditions without prior notification or assigning any reason or assuming any liability to any party, including but not limited to, the eligibility terms and criteria, the duration of the Promotion, any decision to change the Promotion Date, to extend the Qualifying Period, to cancel or suspend the Promotion, to replace the Prizes, the selection of the winners, and the timing of any act to be done, and all participants to the Promotion shall be bound by these amendments.
- 6.6 UOB assumes no liability or responsibility and will not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of the Prize or goods or services offered in the Promotion or the acts or defaults of MasterCard, manufacturer, merchant, agent, supplier or service provider of the Prize or defects or deficiency in the Prize or goods or services offered in the Promotion.
- 6.7 UOB is not an agent of MasterCard or the manufacturer, merchant, agent, supplier or service provider. Any dispute must be resolved directly with MC, the manufacturer, merchant, agent, supplier or service provider. MasterCard, the manufacturer, merchant, agent, supplier or service provider may impose conditions for the redemption of the Prizes or the goods or services.
- 6.8 These Terms and Conditions shall be governed by the laws of Singapore, and all Eligible Cardmembers

who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.

- 6.9 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 any terms of such agreement.
- 6.10 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.