

## **TERMS AND CONDITIONS GOVERNING KRISFLYER UNITED OVERSEAS BANK LIMITED (“UOB”) DEBIT CARD AND KRISFLYER UOB ACCOUNTS AND SERVICES**

This document sets out the general terms and conditions governing the KrisFlyer UOB Debit Card issued by us and KrisFlyer UOB Account which we may provide to you from time to time. These terms and conditions are binding on you therefore it is important that you read and understand this document. Please refer to Clause 7 (*Definitions*) for the definitions of some of the words used in this document.

By applying for or using the KrisFlyer UOB Debit Card and KrisFlyer UOB Account, you commit yourself to comply with all of the terms and conditions set out herein (“**these Terms**”). You are deemed to have already read, understood and accepted every Term.

These Terms supplement, are additional to and are to be read together with:-

- (a) our UOB Debit Cardmembers Agreement;
- (b) our Terms and Conditions Governing Accounts and Services (Individual Customers);
- (c) the terms and conditions for the KrisFlyer UOB Account found on our application form;
- (d) the terms and conditions governing the specific product or service offered by us alone or by us together with third parties; and
- (e) the terms and conditions of any other document or agreement governing your relationship with us.

(a) to (e) above are collectively known as the “**Other Terms**”.

If there is any conflict or inconsistency between these Terms and the Other Terms, these Terms shall prevail over the Other Terms to the extent necessary to give effect to these Terms.

### **KRISFLYER UOB DEBIT CARD**

#### **1. KrisFlyer miles**

- 1.1 As a holder of KrisFlyer UOB Debit Cardmembers, you will earn KrisFlyer miles for all qualifying spend on your KrisFlyer UOB Debit Card (“**Card**”) in accordance with these terms and conditions.
- 1.2 KrisFlyer miles earned will be calculated at the end of each calendar month and will be automatically credited to your KrisFlyer membership account maintained with Singapore Airlines. KrisFlyer miles are solely for your benefit and will only be credited to your own individual KrisFlyer membership account bearing your own name.
- 1.3 You will earn base KrisFlyer miles (“**Base Miles**”) for Eligible Transactions provided that you successfully charge a minimum required sum to your Card in a calendar month (“**Condition**”). A transaction is successfully charged if it has been posted in your statement within a calendar month.

- 1.4 If you fulfill the Condition above AND maintain the minimum required Monthly Average Balance in your KrisFlyer UOB Account (where you are the primary account holder), you will also earn bonus KrisFlyer Miles for Eligible Transactions based on credit balances held in your KrisFlyer UOB Account (“**Bonus Miles**”). If the requirements are not met for any calendar month, you will not receive any Bonus Miles for that calendar month.
- 1.5 The amount of Bonus Miles that may be earned and awarded to you is subject to a cap on the Deposit Monthly Average Balance in your KrisFlyer UOB Account for that particular month.
- 1.6 The prevailing payout rate and/or eligibility requirements for the Base Miles and Bonus Miles are available at [www.uob.com.sg/KrisFlyerUOB](http://www.uob.com.sg/KrisFlyerUOB).

***KrisFlyer Miles Promotion from 19 April 2017 to 30 April 2018***

- 1.7 During the promotion period between 19 April 2017 and 30 April 2018, you will earn Base Miles on all transactions made using your Card and Bonus Miles based on credit balances held in your KrisFlyer UOB Account subject to a minimum spend of S\$500 (or the equivalent in foreign currency) per calendar month charged to your Card.

***Exclusion***

- 1.8 KrisFlyer miles will not be awarded for 0% Installment Payment Plans, balance/funds transfers, cash advances, fees, interests, finance charges, late payment charges, annual fee charges, reversals, other financial charges, any gambling related transactions and any other transactions we may exclude from time to time without prior notice.

You will also not earn KrisFlyer miles on the following transactions under transaction description and payment of funds to prepaid accounts:

<ul style="list-style-type: none"> <li>• AXS PAYMENT</li> <li>• BANCDEBINARY.COM</li> <li>• BANC DE BINARY</li> <li>• EZLINK</li> <li>• EZ Link</li> <li>• EZ-Link</li> <li>• FlashPay ATU</li> <li>• MB * MONEYBOOKERS.COM</li> </ul>	<ul style="list-style-type: none"> <li>• OANDAASIAPA</li> <li>• OANDA ASIA PAC</li> <li>• PAYPAL* BIZCONSULTA</li> <li>• PAYPAL * OANDAASIAPA</li> <li>• PAYPAL * CAPITALROYA</li> <li>• Saxo Cap Mkts Pte Ltd</li> <li>• SKR*SKRILL.COM</li> <li>• TRANSIT LINK</li> <li>• WWW.IGMARKETS.COM.SG</li> <li>• SKYFX.COM</li> <li>• SKR*xglobalmarkets.com</li> </ul>
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- 1.9 We reserve the right at any time and from time to time at its sole and absolute discretion to vary, amend, add or delete the above lists of transactions which KrisFlyer miles will not be awarded for, without giving any reason or prior notice or assuming any liability to you, and you shall be bound by these amendments.

#### ***Crediting of KrisFlyer Miles***

- 1.10 KrisFlyer Miles will be calculated for every S\$5.00 of the monthly sum of your Eligible Transactions.
- 1.11 Any calculation or determination by us of the amount of KrisFlyer miles to be awarded, is in the absence of manifest error, final and conclusive evidence of the matters to which it relates.
- 1.12 KrisFlyer miles earned will be reflected in the monthly Card statement.
- 1.13 KrisFlyer miles earned cannot be:
- (i) converted to or exchanged for cash;
  - (ii) transferred or paid to any person in any manner whatsoever; or
  - (iii) used to settle or pay any other liability of any person whatsoever.
- 1.14 Once KrisFlyer miles are credited to your KrisFlyer membership account, they are governed by the terms and conditions of the KrisFlyer programme. Redemption and use of KrisFlyer miles through KrisFlyer programme are governed by the terms and conditions of the KrisFlyer Programme.

#### ***Membership of KrisFlyer Programme***

- 1.15 To earn KrisFlyer miles, you must be a member of the KrisFlyer programme. Participation in the KrisFlyer programme is subject to the KrisFlyer terms and conditions. The latest KrisFlyer terms and conditions is available at [http://www.singaporeair.com/en\\_UK/ppclub\\_krisflyer/termsconditions-kf/](http://www.singaporeair.com/en_UK/ppclub_krisflyer/termsconditions-kf/).

## **2. Privileges on Scoot**

- 2.1 As the holder of the Card, you shall be entitled to selected privileges on Scoot.

#### ***Complimentary Priority Check-in and Boarding for Scoot Flights***

- 2.2 You and members of your travelling party will enjoy complimentary priority check-in and boarding benefits for flights on Scoot, provided that payment for your flight and members of your travelling party was made on the Card in the same booking through the dedicated site.

***Complimentary Standard Seat Selection for Scoot Flights***

- 2.3 You will enjoy complimentary standard seat selection for flights on Scoot, provided that payment for such flight was made on the Card through the dedicated site. For the avoidance of doubt, this benefit applies to the principal cardmember only, and does not extend to other member(s) of the travelling party, even if payment for such flight was made on the Card in the same booking.

***Complimentary Additional Baggage Allowance for Scoot Flights***

- 2.4 You and each member of your travelling party who purchase a minimum of 20kg baggage fare bundle, up to a maximum of 35kg baggage fare bundle, at the initial point of purchase will enjoy a complimentary 5kg upgrade for baggage allowance provided that payment for such flight was made on the Card in the same booking through the dedicated site. For the avoidance of doubt, this benefit does not apply if the baggage fare bundle is added on after the initial purchase, even if payment for such subsequent add-on was made on the Card for the same flight itinerary.

***Convenience Fee Waiver for Ticket Purchases on Scoot***

- 2.5 Upon meeting the minimum spend threshold of S\$250.00 on Scoot in a single transaction, you will receive a convenience fee waiver voucher, which can be used on your next purchase with Scoot. The convenience fee waiver voucher can only be used to offset any convenience fees incurred in the next transaction for the said Cardmember only, up to a maximum of two flight segments, provided that payment for such flight was made on the Card in the same booking through the dedicated site. You are only entitled to receive one (1) convenience fee waiver voucher per calendar year.

**KRISFLYER UOB ACCOUNT**

**3. Account and Services**

- 3.1 The KrisFlyer UOB Account is denominated in Singapore Dollar.
- 3.2 The periodic statements of account will be made available to accountholder of KrisFlyer UOB Account via electronic means. Unless you have opted for statements of account to be made available by post, no statement will be sent by post.
- 3.3 The KrisFlyer UOB Account can be opened singly or jointly. You can maintain only one KrisFlyer UOB Account as a primary account holder at any time. If we become aware that you are holding more than one KrisFlyer UOB Account as a primary account holder, whether singly or jointly, we reserve the right in our sole discretion to close and terminate any additional KrisFlyer UOB Account. A primary account holder is the person listed as the main applicant in the KrisFlyer UOB Account application.

- 3.4 You will be provided with a KrisFlyer UOB Debit Card which is linked to your KrisFlyer UOB Account.

***No Interest***

- 3.5 Prevailing base interest is not payable on the credit balance of a KrisFlyer UOB Account.
- 3.6 You will be eligible to earn Bonus Miles as set out above. We will determine the amount of Monthly Average Balance required to be maintained the KrisFlyer UOB Account in order to earn Bonus Miles.
- 3.7 In the event that you hold more than one KrisFlyer UOB Account, only the credit balances in one of the KrisFlyer UOB Accounts where you are the primary account holder (which we will determine at our sole discretion) will be used to determine if you are eligible for the Bonus Miles.

***Cheques***

- 3.8 You will be provided with an optional cheque facility under which you may draw and issue Singapore dollar cheques on the KrisFlyer UOB Account. Charges may be applicable for issue of cheque books.

**GENERAL**

**4 Third Party Rights**

- 4.1 Unless expressly state so, a person who is not a party to these Terms has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of any of these Terms.

**5 Applicable Law and Jurisdiction**

- 5.1 These Terms are governed by and will be interpreted according to the laws of Singapore. You agree to irrevocably submit to the exclusive jurisdiction of the courts of Singapore which means that legal proceedings against us can only be brought in the courts of Singapore and no other unless we expressly agree otherwise in writing. You agree not to enforce any judgment or order made by the courts of Singapore against any of our branches overseas. This clause does not limit our right to bring legal proceedings in any country and to take concurrent legal proceedings in more than one country.
- 5.2 Without prejudice to any other provision in these Terms, any sum payable by or due from us under any KrisFlyer UOB Account or Card Account or any type of document whatsoever shall be payable solely and exclusively by and at our branch from which payment of the sum is due and shall be governed exclusively by the laws of the country where such branch is located unless we agree otherwise in writing.

- 5.3 You can only bring a proceeding against us for the recovery of any sum claimed or any payment obligation allegedly due from us solely and exclusively in the courts of the country where such branch is located unless expressly agreed otherwise in writing, and any judgment or order made against us by the courts of that country cannot be enforced or executed against us in a different country.
- 5.4 You agree not to bring any action against us in connection with any KrisFlyer UOB Account or Service or Card Account if more than one year has passed after the cause of action has arisen.
- 5.5 We may take all actions we consider appropriate in order for us to meet any obligation or requirement, either in Singapore or elsewhere in the world, in connection with the prevention of any unlawful activity including fraud, money laundering, terrorist activity, bribery, corruption, or tax evasion or the enforcement of any economic or trade sanction. The actions we may take include closing your Card Account and/or KrisFlyer UOB Account and terminating all Services and making such reports and taking such actions we may deem appropriate.

## **6 General Conditions**

- 6.1 We reserve the right at any time and from time to time at our sole and absolute discretion to vary, amend or modify the rate at which KrisFlyer miles are awarded under these Terms, the quantum of the Monthly Average Balance required to be maintained in a KrisFlyer UOB Account for awarding Bonus Miles, the cap on Bonus Miles, the minimum qualifying spend amount, and the privileges on Scoot without giving any reason or prior notice or assuming any liability to you, and you shall be bound by these amendments.
- 6.2 We reserve the right, at our sole and absolute discretion and at any time and without giving prior notice or any reason, to vary, amend, add or delete any of these Terms without assuming any liability to any person. The change will take effect from the date specified in a notice given in accordance with our usual practice. If you continue to use the Card and/or the KrisFlyer UOB Account after the change takes effect, you shall be deemed to have accepted the change without reservation.
- 6.3 We reserve the right to reject any request for KrisFlyer miles adjustment in its sole and absolute discretion without assigning any reason therefor and is not obliged to enter into any correspondence with you concerning such adjustments.
- 6.4 Adjustments will be made to the KrisFlyer miles if there is any unposted, voided, cancelled, disputed and/or reversed transaction including those arising from returned goods or services, billing disputes, or any other reason at our sole and absolute discretion.

- 6.5 Should your spending be deemed to be for commercial and/or non-personal purposes, we reserve the right to refuse to award any KrisFlyer miles for such transactions. We reserve the right to cancel and void any KrisFlyer miles awarded at any time if we deem that such KrisFlyer miles was not earned from qualifying spend and you shall not be entitled to any compensation or payment whatsoever.
- 6.6 To earn and receive KrisFlyer miles, your Card Account and your KrisFlyer UOB Account must be valid, subsisting and in good standing at all times as determined by us and cannot be cancelled/closed for any reason. In the event that your Card Account and/or KrisFlyer UOB Account is delinquent, voluntarily or involuntarily closed or terminated or suspended for any reasons whatsoever before any KrisFlyer miles is credited to your KrisFlyer membership account, such KrisFlyer miles earned shall be forfeited and you shall not be entitled to any compensation or payment whatsoever. We are not responsible for any loss or damage if KrisFlyer miles are not credited or available for use within this time.
- 6.7 Participation in the KrisFlyer programme is subject to the terms and conditions of the KrisFlyer programme. If SIA discontinues, or makes and changes to the KrisFlyer programme, we will not be responsible for the impact this may have on the KrisFlyer miles earned under these Terms.
- 6.8 We shall not be responsible for (i) any failure or delay in the transmission of evidence of card transactions by any acquiring merchants, merchants establishments, Mastercard International Incorporated, postal or telecommunication authorities or any other parties which may result in a delay or a transaction made by you being omitted (whether from being posted to the your Card Account and/or captured in our system or otherwise); or (ii) any late posting of the transactions and thereby affecting your eligibility for KrisFlyer miles or any promotion.
- 6.9 We are not an agent of the KrisFlyer programme, Singapore Airlines and Scoot or any merchant and as such, any dispute about the quality or service standard of the goods and services offered by KrisFlyer programme, Singapore Airlines, Scoot or any merchant must be resolved directly with them respectively. We assume no liability or responsibility in any manner whatsoever for the acts or defaults of the KrisFlyer programme, Singapore Airlines and Scoot or any merchant or defects in the goods and services offered by them, or for any injuries, loss damage, costs or expenses in connection with or arising out of the redemption or usage of the goods and services offered by the KrisFlyer programme, Singapore Airlines and Scoot or any merchant.
- 6.10 Our decision on all matters relating to your Card Account and/or KrisFlyer UOB Account and on all matters pertaining to the rebate, award or use of any or all of the benefits and privileges stated herein shall be final, conclusive and binding on you. We reserve the right at any time, and from time to time in our discretion to withdraw, cancel or vary the rebate, award, benefits and privileges conferred by the use of the Card and/or KrisFlyer UOB

Account without having to disclose any reason therefor, and you shall not be entitled to any payment or compensation whatsoever.

- 6.11 The KrisFlyer UOB Account is not valid with any other privileges or promotions relating to deposit accounts unless otherwise stated.
- 6.12 Full terms and conditions of Nets FlashPay will apply and you agree to be bound by such terms and conditions from NETS upon receipt or acceptance of or signing on or use of the Cards. Please visit [nets.com.sg](https://nets.com.sg) for full details.
- 6.13 Without prejudice to any other provisions in these Terms as well as the Other Terms, you hereby expressly authorize us to use and disclose to Singapore Airlines and its subsidiaries all such information relating to your Card Account and KrisFlyer UOB Account for purposes of the crediting of KrisFlyer miles, including but not limited to your KrisFlyer membership account number, research and marketing.
- 6.14 In the event of any inconsistency between these Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Card and/or the KrisFlyer UOB Account, these Terms shall prevail.
- 6.15 All information is correct at the time of publishing and we make no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.

## 7 Definitions

The following terms shall have the following meanings when used in these terms and conditions:

**“Apple Pay”** means (i) contactless payment made via Apple Pay to execute Card Transaction(s) at merchants' contactless-enabled point-of-sales terminals; or (ii) in-app commerce payments made via Apple Pay at merchants participating in the Apple payment services.

**“Card”** means the KrisFlyer UOB Debit Card.

**“Card Account”** means any account in respect of the Card.

**“Cardmember”** means KrisFlyer UOB Debit Cardmembers.

**“Card Transaction(s)”** means the card transaction(s) on Eligible Transactions successfully charged to the Card Account by the Cardmember and captured or posted on UOB's systems but excludes the exclusions set out below.



“**Dining Card Transaction(s)**” means the Card Transaction(s) made at food and beverage (“**F&B**”) establishments. It does not include bakeries, caterers and F&B spending at establishments that does not have F&B as its main business activity such as hotels and supermarkets.

“**Eligible Transactions**” means Dining Card Transaction(s), Online Fashion Card Transaction(s), Online Travel Card Transaction(s) and transactions whereby payment is made via UOB Mighty Pay or Apple Pay.

“**KrisFlyer programme**” means the frequent flyer programme operated by Singapore Airlines.

“**Monthly Average Balance / MAB**” means the summation of each day-end balance in KrisFlyer UOB Account for each month divided by the number of calendar days for that month.

“**Online Fashion Card Transaction(s)**” means the Card Transaction(s) made at fashion websites that sells clothes, shoes, jewellery, accessories and bags as its main business activity including card-not-present transactions like ecommerce/mail/phone order transactions in local and foreign currencies.

“**Online Travel Card Transaction(s)**” means the Card Transaction(s) made at [www.agoda.com](http://www.agoda.com), [www.expedia.com](http://www.expedia.com), [www.hotels.com](http://www.hotels.com), [www.booking.com](http://www.booking.com), [www.trivago.com](http://www.trivago.com), [www.zuji.com](http://www.zuji.com), [www.singaporeair.com](http://www.singaporeair.com), [www.silkair.com](http://www.silkair.com), [www.flyscoot.com](http://www.flyscoot.com), via the internet using the Card.

“**Services**” includes UOB ATM Service and UOB Internet Banking Service and any other services or facilities offered via electronic means in or outside Singapore.

“**Singapore Airlines**” means Singapore Airlines Limited.

“**UOB Mighty Pay**” means contactless payment made via the “Pay” function with UOB Mighty mobile application to execute Card Transaction(s) at merchants' contactless-enabled point-of-sales terminals or Mastercard contactless reader.

“**we / us / our / ourselves / the Bank / UOB**” means United Overseas Bank Limited and shall include its successors and assigns.

“**you / yourself**” refers to you (whether alone or jointly with another person/persons).