

### Terms and Conditions UOB One Account Online Promotion (1 August to 30 September 2016)

## 1. Definition

- 1.1 **"Account"** means the UOB One Account which is in good standing at all times during the Promotion as determined by the Bank at its absolute discretion.
- 1.2 **"Account Balance"** means the day-end balance of a New Account before participating in this Promotion. "*Day-end balance*" for the New Account shall be determined by the Bank in its sole and absolute discretion based on the last outstanding balance of the Account on the relevant day.
- 1.3 **"Bank"** means United Overseas Bank Limited ("**UOB**") or Far Eastern Bank Limited ("**FEB**") as the case may be, and includes any successor or assign of the Bank.
- 1.4 **"Fresh Funds"** means (i) funds in the form of non-UOB/FEB cheques and cashier's order; (ii) other funds that are not transferred from any existing UOB/FEB current/savings or fixed deposit account; or (iii) other funds that are not withdrawn from any existing UOB/FEB current/savings or fixed deposit account and re-deposited (whether part or all of the amounts withdrawn) into the New Account within the Promotion Period.
- 1.5 "Participants" means any individual with the exception of the following:-
  - (i) any individual who is an existing holder of an Account;
  - (ii) any individual who opened the New Account via any other channels other than the channels described in Paragraph 2.1(a) below;
  - (iii) any individual who is a staff of the Bank.
- 1.6 "Promotion" means the UOB One Account Online Promotion (1 August to 30 September 2016).
- 1.7 **"Promotion Period"** means the period from 1 August to 30 September 2016, both dates inclusive.
- 1.8 **"Reward"** refers to the reward described in Paragraph 3.1 below or any other item as the Bank may vary, at any time and from time to time at its discretion without prior notice, giving of any reason or being liable to any person.
- 1.9 **"Terms and Conditions"** means the terms and conditions governing the Promotion, as may be amended from time to time.

#### 2 Promotion

- 2.1 The first (1<sup>st</sup>) two thousand Participants ("**Accountholders**") who fulfills all of the following conditions shall each be eligible to receive the Reward described in Clause 3 below:-
  - (a) successfully makes an online application for the opening of a new Account ("**New Account**") during the Promotion Period via any one of the following methods:-
    - (i) through the One Account webpage (available at <u>www.uob.com.sg</u>); or
    - (ii) by logging onto that Accountholder's UOB Personal Internet Banking;
  - (b) is issued with an account number for the New Account by 30 September 2016; and
  - (c) deposits into the New Account a minimum amount of S\$5,000.00 in Fresh Funds by 15 October 2016 only via any one of the following channels and holds such minimum amount from the date of such deposit up to 15 November 2016:-
    - (i) via "FAST" from any financial institution in Singapore that offers "FAST" services;
    - (ii) UOB Cash Deposit Machine;
    - (iii) UOB Quick Cheque Deposit Boxes;
    - (iv) over-the-counter at any one the branches of the Bank; and

(v) any other channels permitted by the Bank.

# 3 Reward

- 3.1 Each Accountholder referred to in Paragraph 2.1 above who fulfils all the conditions described in Paragraphs 2.1(a), (b) and (c) is only entitled to receive a maximum of S\$25.00 cash credit ("**Reward**"). The Reward is subject to availability and while stocks last and will be deposited into the New Account by 30 November 2016. Each Accountholder referred to in Paragraph 2.1 shall not be entitled to any additional Reward, notwithstanding that the Accountholder subsequently deposits additional Fresh Funds into the New Account during or after the Promotion Period.
- 3.2 Each Accountholder referred to in Paragraph 2.1 above will receive a notification SMS from the Bank by 30 November 2016 in connection with the confirmation of the crediting of the Reward into the New Account. The Bank does not assume any liability or responsibility and shall not be liable or responsible for any failure or delay in the Accountholder's receipt of the SMS notification.
- 3.3 The entitlement to the Reward is not transferable or exchangeable for gifts, vouchers or any other credits or otherwise, unless otherwise permitted by the Bank at its sole and absolute discretion.
- 3.4 The Bank reserves the right to substitute the Reward with any item of equivalent or similar value at any time, without prior notice and without furnishing any reason or being liable to any person.
- 3.5 For the avoidance of doubt, the Accountholder participating in the Promotion shall only be entitled to the Bank's prevailing interest rates on the day-end balances of the New Account.

# 4 Withdrawals / Closure of Account

- 4.1 An early account closure fee of S\$30 is payable if any New Account is closed within six (6) months from the account opening date of the New Account.
- 4.2 The Accountholder agrees and acknowledges that the Bank may at its discretion forfeit or reclaim the Reward or charge to and debit an amount equal to the value of the Reward from the New Account or any other account that the Accountholder maintains with the Bank.
- 4.3 If the monies standing to the credit of the New Account or any other account that the Accountholder maintains with the Bank are not sufficient to reimburse the Bank for the value of the Reward, the Accountholder shall immediately reimburse the Bank for the value of the Reward through such modes and means as the Bank decides at its discretion.

# 5 General

- 5.1 Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB for the Promotion and UOB shall not be responsible or liable for any undelivered, lost or delayed SMS sent and/or received by the Accountholders. The Accountholders shall pay and be solely responsible for all fees and charges imposed by such service providers for the sending and/or receipt of any SMS in connection with the Promotion. The SMS vendor, independent telecommunication authorities or service provider or such other third party is a third party and is independent and beyond the control of UOB. UOB shall not be responsible or liable in any manner whatsoever for the delay in the transmission or receipt of any SMS or for any lost SMS.
- 5.2 The Accountholder will need to maintain sufficient funds in the New Account to meet the financial commitments of the Accountholder. The Accountholder continues to be liable for all associated charges arising from any unsuccessful processing of cheques, GIRO deductions or any other payment instructions, whether due to insufficient available funds in the New Account or otherwise.
- 5.3 Notwithstanding anything to the contrary, the Bank reserves the right to select another Accountholder to substitute any initial Accountholder who is subsequently found to be ineligible or not entitled to participate in the Promotion or is disqualified from participating in the Promotion. UOB shall not be liable to any such party for any payment or compensation arising from the above.
- 5.4 If the Bank subsequently discovers that the Accountholder is in fact not eligible to participate in or does not qualify for the Promotion, the Bank may at its discretion, forfeit or reclaim the Reward, charge to and debit an amount equal to the value of the Reward, if already awarded, from the Accountholder's New Account or any other account that the Accountholder maintains with the Bank. If

the monies standing to the credit of the New Account or any other account that the Accountholder maintains with the Bank are not sufficient to reimburse the Bank for the value of the Reward, the Accountholder shall immediately reimburse the Bank for the value of the Reward through such modes and means as the Bank decides at its discretion.

- 5.5 The Bank shall not be responsible or liable:-
  - (a) for any late posting of any application for the New Account to the Bank or for any failure in the Bank's receipt of the application for the New Account;
  - (b) for any SMS, notice or communication which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post or which is not received in time;
  - (c) for any breakdown or malfunction in any computer system or equipment;
  - (d) if the Bank is unable to perform its obligations hereunder as a result of (whether direct or indirect) the delay or failure of any third party including, but not limited to, the SMS vendor, telecommunication authorities or service provider, the failure of any machine, computer system or communication system, industrial dispute, war, Act of God or for any act or omission outside the control of the Bank; or
  - (e) for any cost, damage, claim of, loss to or expenses of the Participant or any other person in connection with the Promotion, howsoever arising.
- 5.6 The Bank has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion, including but not limited to the determination of whether the Accountholder has met all the requirements of the Promotion. The Bank's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by the Bank to any person (including the Accountholder). The Bank shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter relating to the Promotion or its decision or to assume any liability to any person and no appeal, correspondence or claims will be entertained.
- 5.7 Participation in the Promotion is subject to the Terms and Conditions. The Terms and Conditions shall be read in conjunction with the Bank's Terms and Conditions Governing Accounts and Services. In the event of any inconsistency between the Term and Conditions and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail.
- 5.8 Notwithstanding anything in the Terms and Conditions, the Bank may, at any time and at its discretion terminate the Promotion and/or vary, amend, delete or add on to any of the Terms and Conditions, including but not limited to, varying the Promotion Period at any time without giving any reason or prior notice or assuming any liability to any person, and all persons shall be bound by these amendments. The Bank shall not be liable for any claims, costs, expenses, losses or damages suffered by any person as a result of the aforementioned matters.
- 5.9 The Promotion is not valid with any other privileges (including, but not limited to, Bank staff privileges) or promotions unless otherwise stated.
- 5.10 While all the information provided herein is believed to be reliable at the time and date of printing, the Bank makes no representation or warranty whether express or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 5.11 A person who is not a party to the Terms and Conditions or any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any term of the Terms and Conditions or any such agreement.
- 5.12 The Terms and Conditions shall be governed by the laws of the Republic of Singapore and the Accountholder shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

### **Deposit Insurance Scheme**

Singapore dollar deposits of non-bank depositors and monies and deposits denominated in Singapore dollars under the Supplementary Retirement Scheme are insured by the Singapore Deposit Insurance Corporation, for up to \$\$50,000 in aggregate per depositor per Scheme member by law.

Monies and deposits denominated in Singapore dollars under the CPF Investment Scheme and CPF Minimum Sum Scheme are aggregated and separately insured up to S\$50,000 for each depositor per Scheme member.