

## Terms and Conditions Governing the “Agoda.com Free Nights Giveaway” Promotion (“Terms and Conditions”)

### 1. ELIGIBILITY

1.1 To be eligible for the United Overseas Bank Limited’s (“UOB”) “Agoda.com Free Nights Giveaway” promotion (the “Promotion”), the Cardmember (“Eligible Cardmember”) must have, during the Qualifying Period (as defined under Paragraph 2 below),:-

- (a) successfully registered himself/herself to participate in the Promotion via Electronic Short Message Service (SMS), by keying in “AGODA<SPACE>NRIC#<SPACE>Name” and sending it to 77862 and UOB must have received the said SMS during the Qualifying Period. A SMS will be sent to the Eligible Cardmember for each successful registration. For the avoidance of doubt, each Eligible Cardmember is entitled to register only once to participate in the Promotion irrespective of the number of Eligible Cards that he/she may have or the number of online transactions that he/she has carried out via <http://www.agoda.com.sg/uob> during the Qualifying Period.; and
- (b) carried out an Eligible Transaction.

1.2 The following terms shall have the following meanings when used in the Terms and Conditions:-

- (a) “Cardmembers” shall mean any existing and new principal and supplementary holders of Eligible Cards during the Qualifying Period, whose card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion.
- (b) “Eligible Cards” shall mean any Visa, MasterCard, American Express, UnionPay and JCB credit issued by UOB in Singapore but shall exclude UOB Travel Account, Purchasing, Business, Multicurrency Corporate and Private Label cards issued by UOB.
- (c) “Eligible Transaction” refers to an online transaction for hotel booking that has been successfully carried out via <http://www.agoda.com.sg/uob> and successfully charged to the Eligible Card of the Eligible Cardmember during the Qualifying Period after the Eligible Cardmember has successfully complied with Paragraph 1.1 above and which is successfully captured/posted on UOB’s systems during the Qualifying Period.

1.3 Notwithstanding anything herein to the contrary, UOB has the sole and absolute discretion at any time and from time to time to determine the eligibility of any Cardmember or Eligible Cardmember for the Promotion and shall not be obliged to give any reason therefor and shall not be obliged to make any payment or compensation whatsoever.

1.4 Without limiting the generality of Paragraph 1, the following shall not be eligible for the Promotion:

- (a) Cardmembers whose Eligible Card account(s) is/are voluntarily or involuntarily suspended, cancelled or terminated between 1 August 2013 to 15 September 2013 (both dates inclusive) and for the avoidance of doubt, termination of a supplementary Cardmember’s Eligible Card account(s) will not by itself disqualify the applicable principal Eligible Cardmember from the Promotion;
- (b) Cardmembers whose Eligible Card account(s) is/are not active, valid, subsisting or in good standing or which are otherwise determined by UOB as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB at its discretion;

- (c) those who are mentally unsound, facing legal incapacity or is incapable of handling their affairs, deceased, bankrupt or have any legal proceedings of any nature instituted against them;
- (d) who UOB may decide to exclude, at its discretion, without prior notice at any time during the Qualifying Period.

## **2. QUALIFYING PERIOD**

The Promotion is valid only for Eligible Transactions made, captured and posted from 12.00 am of 1 August 2013 to 11.59 p.m. of 15 September 2013 (Singapore date and time), both dates and time inclusive (“**Qualifying Period**”) subject to all the terms and conditions herein.

## **3. REGISTRATION VIA SMS**

- 3.1 All registrations in respect of the Promotion must be done via SMS by the Eligible Cardmember. Only SMSes received by UOB will be considered for the Promotion. Any incomplete or inaccurate SMS registration will not be considered and consequently be disqualified.
- 3.2 SMS registration starts from 12:00 a.m. on 1 August 2013 and ends on 11:59 p.m. on 15 September 2013, (Singapore date and time), both dates and time inclusive.
- 3.3 Registrations submitted in a form differing from that set out by UOB will be automatically disqualified.
- 3.4 SMS entries received by us before 12:00 a.m. on 1 August 2013 or after 11:59 p.m. on 15 September 2013 (Singapore date/time) will not be eligible for the Promotion and will be considered invalid and void.
- 3.5 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 for any undelivered, lost or delayed SMS sent and/or received by the Cardmembers. The Cardmembers 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.
- 3.6 Notwithstanding anything herein, UOB may at any time in its discretion and without giving any reason or prior notice, determine the eligibility of any SMS registration.
- 3.7 By participating via SMS registration, the Cardmember consent to the disclosure of information including, but not limited to, the Cardmembers’ credit card number to the SMS vendor, independent telecommunication authorities or service provider or such other third party which is engaged by the Bank for the Promotion. The Cardmember authorises UOB to disclose information regarding the Cardmember and the Cardmember’s relevant Eligible Card account to such parties for the purposes of the Promotion.
- 3.8 Agoda, 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 in any manner whatsoever for the delay in the transmission or receipt of any SMS.

## **4. WINNERS AND PRIZES**

4.1 UOB will, through such modes and methods as UOB may so decide, randomly select three (3) Eligible Cardmembers (collectively the “**Winners**” and each a “**Winner**”) from the pool of Eligible Cardmembers registered with UOB by the expiry of the Qualifying Period. Each Winner will be entitled to a hotel stay for two at one of the hotels described below (each a “**Prize**” and collectively, the “**Prizes**”):-

- (a) 3D2N Stay at Sofitel So – Bangkok, Thailand
- (b) 5D4N Stay at The Cadogan London Hotel – London, United Kingdom; or
- (c) 6D5N Stay at The Hard Rock Café Hotel – Bali, Indonesia

The Prize to be awarded to a Winner is at UOB’s discretion and none of the Winners is entitled to choose which Prize is to be offered by UOB to any Winner.

4.2 Notwithstanding anything to the contrary, UOB reserves the right to select another Eligible Cardmember 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 or where the Winner is unable to furnish any proof that he/she is the same person who made the registration, referred to under Paragraph 1.1 above including, but not limited to, is unable to present documentary evidence of proof of name and identification number. UOB shall not be liable to any such party for any payment or compensation arising from the above.

4.3 The Winner will be contacted by UOB via any of his contact details to verify his/her eligibility to participate in the Promotion based on the last known contact information of the Winner stated in the records maintained with UOB Card Centre no later than two (2) weeks after 15 September 2013 or by such other date as UOB may determine at its discretion.

4.4 A Redemption Letter will be issued to the Winner and must be collected by the Winner from UOB no later than 30 October 2013. The Winner must claim the applicable Prize awarded to him/her in person on or before 30 October 2013 (Singapore dates) at the venue determined by UOB and notified to the Winner over the telephone and/or via email and on such other terms and conditions as may be imposed by the merchant, agent, supplier or service provider of the Prize and on the Redemption Letter. The Redemption Letter will set out the procedures in which the Winner has to follow in order to claim the applicable Prize. The Winner needs to present proof of identification together with such other additional documents that UOB or the merchant, agent, supplier or service provider of the Prize requires in order for the Winner to claim the Prize.

4.5 If any of the Prizes remains unclaimed by the due date in accordance with Article 4.4 of the Terms and Conditions or 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 and award or dispose of it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to the Winner whose Prize was forfeited/reclaimed or the Winner who had to reimburse UOB the value of the Prize. No payment or compensation whether in cash, credit or kind shall be made for the forfeited/reclaimed Prize notwithstanding non-receipt of notification.

4.6 UOB may, at any time and from time to time in its discretion and without prior notice or assigning any reason thereof or assuming any liability or payment of compensation to any person, substitute, replace or change the Prizes stipulated herein, with another item of similar value (whether in cash or otherwise).

4.7 The Prizes are not transferable or exchangeable for cash, credits or otherwise in full or in part or refundable. UOB 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 Prizes or

in connection with the Promotion and/or redemption or use of the Prizes 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 Prizes howsoever arising.

- 4.8 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 Redemption Letter or if the Redemption Letter expires or gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected. Any Redemption Letter 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 Prizes or any Redemption Letter which has expired or is lost, tampered with, misplaced, defaced, stolen, misdirected or damaged.

**5. OBLIGATIONS OF PARTICIPATION**

- 5.1 Participation in the Promotion is subject to the Terms and Conditions and the Cardmembers are deemed to have accepted the Terms and Conditions when they participate in the Promotion. The Participants and the Winners shall indemnify UOB for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by UOB in connection with any breach of the Terms and Conditions.
- 5.2 By participating in the Promotion, each of the Cardmembers and the Winners expressly and irrevocably permit, authorize and consent to the disclosure of his/her name, identification number and photographs for advertising, promotional, publicity or commercial purposes or otherwise cooperate and participate in the publicity activities of UOB in relation to the Promotion and to the use of any data provided for any future marketing effort by the UOB in connection with the Eligible Cards, without any payment or compensation thereof.

**6. GENERAL**

- 6.1 UOB 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 SMS 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 UOB.
- 6.2 UOB shall not be responsible for:-
- (a) any failure or delay in the transmission of the Transactions, sale transactions or receipt of evidence of sale transactions by Agoda or by MasterCard/Visa/JCB/CUP/American Express acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other parties which may result in a charge incurred made by the Cardmember being omitted (whether from being posted to the Participating Cardmember's account and/or captured in UOB's system or otherwise) during the Qualifying Period;
  - (b) for any failure or delay in the transmission or receipt of SMS by or from any SMS vendor, independent telecommunication authorities or service providers or such other third party which maybe engaged for the Promotion which may result in the SMS not being received by UOB and therefore the Eligible Cardmember being omitted from participating in the Promotion;
  - (c) for any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Eligible Cards or being captured in UOB's system;

- (d) for any notice or communication or Redemption Letter which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or
  - (e) for any breakdown or malfunction in any computer system or equipment.
- 6.3 The Terms and Conditions are supplemental to the prevailing terms and conditions under the UOB Cardmember Agreement (“**Standard Terms**”). Please visit [www.uob.com.sg](http://www.uob.com.sg) for the Standard Terms. In the event of any inconsistency between the Terms and Conditions and the Standard Terms, the Terms and Conditions shall prevail to the extent of such inconsistency. Participation in the Promotion is subject to the Terms and Conditions. While all the information provided herein is believed to be correct and reliable as the date of printing, UOB 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:-
  - (a) the Terms and Conditions and any advertising, publicity, brochure, marketing or promotional material or other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail; and
  - (b) the English version of the Terms and Conditions and the Chinese version of the Terms and Conditions, the English version of the Terms and Conditions shall prevail.
- 6.4 In the event of any inconsistency or discrepancies between the Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, the Terms and Conditions will prevail.
- 6.5 UOB shall not be responsible for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising. However, UOB will be liable for the Cardmember’s direct loss to the extent such loss is caused directly by UOB’s fraud, negligence or willful misconduct.
- 6.6 The Prize is provided by UOB and by Agoda.com under additional terms and conditions as determined by it. UOB will not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of the Prize or any goods or services redeemed/claimed or the acts or defaults of the merchant, agent, supplier or service provider of the Prize or any goods or services redeemed or defects or deficiency in the Prize or the goods or services. UOB is not an agent of the merchants, agents, suppliers or service providers. Any disputes about quality or service standard with the Prize or the goods and services must be resolved directly with the merchants, agents, suppliers or service providers.
- 6.7 UOB’s decision on all matters relating to the Promotion is at its discretion and shall be final, conclusive and binding on the Cardmember. UOB shall not be obliged to give any reason or enter into any correspondence with the Cardmember or any persons on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.
- 6.8 Notwithstanding anything in the Terms and Conditions, UOB reserves the right at any time and from time to time in its discretion to terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions, including but not limited to, varying the Qualifying Period, the eligibility terms and criteria, and the timing of any act to be done, without giving any reason or prior notice or assuming any liability to any Cardmember, and all Cardmembers shall be bound by these amendments.
- 6.9 Cardmembers will be subjected accordingly to the prevailing terms and conditions of UOB Cardmember Agreement.

- 6.10 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.
- 6.11 A person who is not a party to any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of such agreement.
- 6.12 The Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Cardmembers who participate in the Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.