

**UNITED OVERSEAS BANK LIMITED (“UOB”) “WHAT’S YOUR FACEBOOK VALUE IN GOLD CONTEST”**

**TERMS AND CONDITIONS**

**1. Eligibility**

- 1.1 To be eligible to participate in the Contest, each participant (the “Participant”) must:
- (a) become a fan by clicking on ‘Like’ on United Overseas Bank (“UOB”) Cards’ Facebook page at <https://www.facebook.com/UOBCards>;
  - (b) either be a UOB debit or credit cardmember, whose UOB debit or credit card is issued by UOB in Singapore and such card must be valid, subsisting and in good standing as determined by UOB at its sole and absolute discretion; and
  - (c) access the tab for computation of “Facebook Value in Gold” (the “Submission”).
- 1.2 The tab will compute a value based on the total number of friends the Participant has, as well as the total number of engagements, i.e. comments and likes, made on the Participant’s page since the creation of his/her page. A leaderboard of the top ten (10) users, together with the Participant’s current ranking is displayed upon Submission. The top Participant on the leaderboard as of 1600 hrs (GMT +8) on 10, 17, 24 of June and 1 July (Sundays) respectively will be the winner. The Participant can also perform the following tasks to increase their value in gold:
- (a) Sharing the game on their Facebook wall (Up to a maximum of three (3) shares per day – ten (10) gold earned per share; and
  - (b) Inviting their friends to join the game (Up to a maximum of fifty (50) friend invites a day) – five (5) gold earned for every friend invited.
- 1.3 UOB will make an official announcement on the following Monday at 1200 hours (GMT +8) on UOB Cards’ Facebook page confirming the identity of the winner after doing all relevant checks on the Participant, including but not limited to, his/her eligibility.
- 1.4 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 Participant for the Contest and shall not be obliged to give any reason therefor.
- 1.5 Without limiting the generality of Article 1.3, the following are not eligible to participate in this Contest and shall not be entitled to any payment or compensation whatsoever, even if he or she has been selected to be the winner of the Contest:
- (a) those with UOB Credit Card or UOB Debit Card account(s) which is/are voluntarily or involuntarily cancelled, terminated, closed or suspended anytime between 4 June 2012 and 1 July 2012 (both dates inclusive);
  - (b) those with accounts which 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;
  - (c) those who are or have become mentally incapacitated, deceased, insolvent or who face legal incapacity;
  - (d) those who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them; or
  - (e) those who UOB may decide to exclude at its absolute discretion without notice and without furnishing any reason at any time.

**2. Contest Period**

The “**What’s Your Facebook Value in Gold Contest**” (the “Contest”) period will be from 4 June 2012 to 1 July 2012 (both dates inclusive) (the “Contest Period”) and is conducted within Singapore only.

**3. Submissions**

3.1 Only online Submissions via UOB’s Facebook page by the Participant during the Contest Period are qualified for the Contest. All Submissions must:

- (a) be by the owner of the original Facebook profile of the Participant;
- (b) adhere to the rules and policies set out by Facebook;
- (c) not contain any material that breaches any applicable laws or regulations in Singapore and in the jurisdiction in which the Submissions were made; and
- (d) not contain the Participant’s private or personal information or that of any third party, including but not limited to, name, address, phone number, email address or any other contact details. UOB shall not be responsible for any loss or damages suffered as a result of or in connection with such posting.

3.2 Each Participant can only make one (1) Submission. UOB shall have the right to disqualify any Participant from the Contest who:

- (a) is found to have made inaccurate Submissions and/or given inaccurate or misleading personal particulars;
- (b) UOB subsequently finds out has more than one (1) Submission using a different name or email address or contact details or any other methods to increase his/her chances of winning, and for the avoidance of doubt, recalculation or resubmission to increase the value of gold on the website does not constitute as multiple Submissions ;
- (c) is found to have tampered with the Submission process or the operation of the Contest;
- (d) is in breach of these Terms and Conditions; or
- (e) UOB deems to be unfit for participation in the Contest for whatever reasons.

3.3 For the avoidance of doubt, UOB shall not be responsible or liable for the following which may result in the Participant being omitted from taking part in the Contest or for any claim or cause of action arising out of or in connection with the Contest:

- (a) ensuring that all Submissions are posted promptly on the UOB Facebook page before the expiry of the Contest Period;
- (b) any Submission that fails to reach UOB or for any delay in the transmission of the Submission to UOB for whatever reason before the expiry of the Contest Period;
- (c) any failed, incomplete, distorted, undeliverable, late, damaged, miscalculated, illegible or lost Submissions;
- (d) any breakdown or malfunction in any computer system or equipment or network connection or internet connection; or
- (e) any failure or delay or technical or error in the transmission of Submissions,

3.4 All Submissions are subject to the review and approval by UOB. UOB has the absolute discretion over the method of deciding the metrics for computation of the top Submission and subsequent ranking of the rest of the Submissions. UOB shall not be liable for payment or compensation to any party resulting from UOB’s choice of the top Submission or for any Participant not being eligible to receive the Prize offered under the Contest.

**4. Winners and Prizes**

- 4.1 A weekly grand prize (the “Prize” and collectively, the “Prizes”) will be given away to one (1) Participant (the “**Winner**”) who is the top of the leaderboard as of 1600 hrs of 10, 17, 24 of June and 1 July 2012 (Sundays) in accordance with these Terms and Conditions within the Contest Period:
- (a) Week of 4 – 10 June 2012: Perolé Diamond Pendant in White and Rose Gold worth S\$998;
  - (b) Week of 11 – 17 June 2012: Club 21 Shopping Vouchers worth S\$500;
  - (c) Week of 18 – 24 June 2012: Scoot Vouchers worth S\$800; and
  - (d) Week of 25 June – 1 July 2012: A 2D1N Stay at Hotel Fort Canning’s Premium Luxe Room worth S\$800.
- 4.2 A Winner from any particular week will automatically be ineligible from participating in subsequent weeks even if he/she remains the leaderboard and abides by all the Terms and Conditions set out herein. UOB is then entitled to choose the replacement Winner in any manner it deems fit.
- 4.3 Notwithstanding anything to the contrary, UOB reserves the right to select another Submission to substitute any Winner who is subsequently found to be ineligible or disqualified or where the Winner is unable to furnish any proof that he/she is the same person who made the Submission, including but not limited to presenting documentary evidence of proof of name and identification number.
- 4.4 The Winner will be contacted by UOB via any of his contact details to verify eligibility for the Contest based on the last known contact information with UOB Card Centre’s records no later than one (1) day following the observed ranking as of 1600 hrs on 10, 17, 24 June and 1 July 2012 or by such other date as UOB may determine at its absolute discretion.
- 4.5 The Winner must claim the Prize in person on or before 13 July 2012 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 Winner needs to present proof of identification together with such other additional documents that UOB or the merchant, agent, supplier or service provider requires in order to claim the Prize.
- 4.6 If any of the Prizes remains unclaimed by the due date in accordance with Article 4.5 of these Terms and Conditions, it/they will be forfeited without any liability on the part of UOB to the Winner whose Prize was forfeited). No payment or compensation whether in cash, credit or kind shall be made for the forfeited Prize notwithstanding non-receipt of notification.
- 4.7 UOB may, at any time and from time to time in its sole and absolute 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).
- 4.8 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 Contest 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 Contest, and/or use of the Prizes howsoever arising.

**5. Obligations of Participation**

5.1 Participation in the Contest is subject to these Terms and Conditions and the Participants are deemed to have accepted these Terms and Conditions when they participate in the Contest. The Participants and the Winner 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 these Terms and Conditions.

5.2 By participating in the Contest, the Participants and the Winner expressly and irrevocably:

- (a) permits, consents and authorises UOB to disclose, reveal and divulge and agrees to the disclosure of their names, NRIC or passport numbers, pictures and such other information that may indicate his/her account with UOB to any party for the purpose of organizing, promoting, advertising, publicizing, sponsoring and/or conducting the Contest (including disclosing such information on Facebook) and consent to receiving promotional, marketing and other publicity information from UOB from time to time;
- (b) agrees that the information which they are providing will be provided to UOB and not to Facebook; and
- (c) acknowledge and agree that the Submissions constitute such Participants' and Winner's consent to give UOB a worldwide royalty-free, irrevocable, transferrable, assignable, perpetual, non-exclusive license to use, reproduce, publish, create derivative works from and display in whole or in part, and to incorporate it into other works, in any form, including for promotional or marketing purposes. The Participants shall, if requested by UOB, sign documentation that may be required for UOB or its nominees to make use of and to assign to UOB or its nominees the non-exclusive rights that the participants are granting to use the Submissions, whether in whole or in part.

5.3 As a participant of the Contest, the Winner hereby irrevocably and unconditionally consents and/or authorizes UOB to do the following without any payment or compensation thereof and in such mode and manner as shall be decided by UOB at its absolute discretion:

- (a) publicly disclose and publish his/her name and any other of his/her particulars, including photographs and testimonies of the Winner, for any purposes whatsoever, including, but not limited to, for advertising, promotional, publicity or commercial purposes or for the purposes of publicizing the Winner and the Prize on Facebook, and by participating in the Contest, the Winner agree to co-operate with, attend any prize presentation, if required by UOB;
- (b) co-operate and participate in any advertising, promotional and publicity and/or commercial activities organized by UOB in relation to the Contest; and
- (c) use and disclose any data provided by the Winner for any future marketing effort by the UOB Group of Companies,

**6. General**

- 6.1 The decisions of UOB on all matters relating to or in connection with the Contest, including, but not limited to, disqualification of any Participant, determination of the Winner and termination of the Contest, shall be final, conclusive and binding. UOB shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Contest and no appeal, correspondence or claims will be entertained. In the event of any dispute as to any Submission, the natural person whose full name is provided to UOB during the registration of the Submission will be deemed to be the Participant. The Participants and the Winner may be required to show proof of being such natural person.
- 6.2 Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to terminate the Contest or 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 selection of the Winner, whether to terminate the Contest and the timing of any act to be done, and all Participants shall be bound by these amendments.
- 6.3 The Prizes are provided solely by the merchant, agent, supplier or service provider under such terms and conditions as determined by it, and therefore, UOB will not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of the Prizes or goods or services offered in the Contest or the acts or defaults of the merchant, agent, supplier or service provider of the Prizes or defects or deficiency in the Prizes or goods or services offered in the Contest. UOB is not an agent of the merchants, agents, suppliers or service providers. Any disputes about quality or service standard with the Prizes must be resolved directly with the merchants, agents, suppliers or service providers.
- 6.4 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.
- 6.5 In the event of any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with the contest, these Terms and Conditions shall prevail.
- 6.6 Participants will be subjected accordingly to the terms and conditions of UOB Cardmember Agreement.
- 6.7 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 or enjoy the benefit of any term of such agreement.
- 6.8 These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Participants who participate in the Contest shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.