

**Singtel-UOB Fitbit 2017 Acquisition Promotion Campaign Terms and Conditions (“Terms and Conditions”)****1. Eligibility and Promotional Period**

1.1. This Singtel-UOB Fitbit 2017 Acquisition Promotion (“**Promotion**”) is only valid during the period from 9 January 2017 to 31 March 2017 (both dates inclusive) (“**Promotion Period**”).

1.2. The first one hundred (100) new cardmembers to comply with all of the following conditions (each an “**Eligible Cardmember**”) shall each be entitled to a Fitbit Charge 2™ Heart Rate + Fitness Wristband (worth \$248) (the “**Gift**”):-

- (a) Apply to be the principal cardholder of a Singtel-UOB Card (“**Eligible Card**”) AND has his / her Eligible Card application approved by United Overseas Bank Limited (“**UOB**”) within the period of 9 January 2017 and 28 February 2017 (both dates inclusive) (“**Approval Period**”); and
- (b) have successfully registered themselves to participate in the Campaign via Short Message Service (“**SMS**”), by keying in “*STFT<space>NRIC Number*” and sending this SMS to 77862 within the Promotion Period; and
- (c) by 31 March 2017, designate at least one (1) individual Singtel bill\* (the “**Designated Bill**”) to be charged on a recurring basis to the Eligible Card. For the avoidance of doubt, the Designated Bill must be charged to the principal cardholder of the Eligible Card and a maximum of eight (8) Designated Bill(s) can be charged to the Eligible Card; and
- (d) charge a minimum of S\$1,800 (“**Qualifying Spend**”) to the Eligible Card within the Promotion Period (“**Eligible Transactions**”).

\***individual Singtel bill** means any bill issued by Singapore Telecommunications Limited (“**Singtel**”) or any of its related corporations (“related corporations” having the meaning given to that term in Section 6 of the Companies Act (Cap 50) of Singapore) to customers who are individuals. For the avoidance of doubt, individual Singtel bills excludes bills issued to corporate customers.

1.3. With respect to the Eligible Card application referred to in paragraph 1.2 (a) above:

- (a) UOB must have received the duly completed Eligible Card application AND have approved the same during the Approval Period;
- (b) Only Eligible Card applications received AND approved by UOB will be considered for the Promotion; and
- (c) Any incomplete or inaccurate Eligible Card applications will not be considered for the Promotion and consequently be disqualified.

1.4. With respect to the Eligible Transactions referred to in paragraph 1.2 (d) above:

- (a) Eligible Transactions shall mean all transaction(s) (whether local or overseas) successfully carried out on and charged to the Cardmember’s Eligible Card account during the Promotion Period and which are successfully captured/posted on UOB’s systems during the Promotion Period BUT shall exclude the Excluded Transactions.
- (b) “**Excluded Transactions**” shall mean (i) cash advances, late payment, personal loan, balance and/or funds transfer, SmartPay, payments at government agencies, utilities bill payments, fees, chargebacks, interests, reversals, interest charges and any finance charges made by the Cardmember using the Eligible Card; (ii) balances owing on the Eligible Card accounts accruing from months that do not fall within the Promotion Period; (iii) transactions relating to top-ups of any pre-paid card and brokerage/securities; (iv) any transaction that was subsequently cancelled, voided or reversed for any reason; and/or (v) such other categories of

transactions which UOB may exclude from time to time without notice or giving reasons. UOB reserves the right, at any time at its discretion, to amend or vary this list without any reasons, prior notification and/or assuming any liability to any party and shall not be liable to pay any compensation or enter into any correspondence in connection with the same.

- 1.5. Without limiting the generality of the above, the following Cardmembers shall not be eligible for the Promotion:-
- (a) Cardmembers whose Eligible Card account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated anytime during the Promotion Period and for the avoidance of doubt, termination of a supplementary cardholder's Eligible Card account will not by itself disqualify the principal cardholder of the Eligible Card from participating in 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) Cardmembers who are mentally unsound, facing legal incapacity or is incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
  - (d) Anyone whom UOB may decide to exclude, at its discretion, without any reason or prior notice at any time.
- 1.6. Notwithstanding anything herein to the contrary, UOB has the discretion at any time and from time to time to determine:-
- (a) the eligibility and/or ineligibility of any Cardmember for the Promotion and whether he/she is entitled to the Gift;
  - (b) the Approval Period and/or the Promotion Period; and
  - (c) whether an Eligible Card and/or Cardmember qualifies for this Promotion, and such determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons thereof and shall not be obliged to make any payment or compensation whatsoever to any Cardmembers rendered ineligible for participation in the Promotion.
- 2. Fitbit Charge 2™ Heart Rate + Fitness Wristband**
- 2.1 The Gift will available for redemption from 15 May 2017 to 31 May 2017 ("**Redemption Period**").
- (a) A redemption letter will be sent out to Eligible Cardmembers by 12 May 2017.
  - (b) Each Eligible Cardmember is limited to one (1) Gift regardless of the number or amount of Eligible Transactions charged to the Eligible Card during the Promotion Period.
- 2.2 The Eligible Cardmember must redeem the Gift within the stipulated Redemption Period, failing which the Gift shall be forfeited and deemed null and void.

- 2.3 To redeem the Gift, each Eligible Cardmember is required to visit ChannelWerkz Redemption Centre and bring along the following items.
- (i) Redemption letter
  - (ii) NRIC or Passport
  - (iii) Eligible Card

**ChannelWerkz Redemption Centre**

Address: 14 Scotts Road, #04-140 Far East Plaza, Singapore 228213

Redemption Hours: Wednesday to Sunday, 11am to 7pm

Prize must be redeemed by 31 May 2017

- 2.4 In the event that:-
- (a) any Eligible Cardmember is subsequently discovered to be ineligible, not entitled or disqualified to participate in the Promotion or to receive the Gift;
  - (b) the Eligible Cardmember is subsequently found to not have incurred the Designated Bill; or
  - (c) any other situation that UOB deems fit at its discretion has occurred,

then UOB is entitled at its sole and absolute discretion, and at any time without liability or prior notice or having to give any reason:-

- (i) to amend, correct or adjust the value of the Gift;
  - (ii) to suspend, revoke or forfeit the Gift; and
  - (iii) to select substitute Cardmembers to substitute the initial Eligible Cardmember who was found to be ineligible or disqualified or not entitled to participate in the Promotion.
- 2.5 No person shall be entitled to, and UOB shall not be liable for, any payment or compensation (whether in cash, credit or kind) whatsoever arising from the above and no person shall be entitled to such payment.
- 2.6 UOB has the right, at any time and from time to time in its discretion and without prior notice, vary the value of the Gift; or substitute or replace the Gift with another item of similar value, without giving any reason or assuming any liability or payment of compensation to any person. UOB's determination of such variation, substitution or replacement shall be final, conclusive and binding.
- 2.7 Any Eligible Cardmember whose Gift has been forfeited, reclaimed, revoked or suspended or whose Gift has become null and void shall not be entitled to a replacement Gift or any payment or compensation notwithstanding non-receipt of the Gift. Any Gift that is forfeited expired or which is lost, misplaced, defaced, stolen or tampered with, misdirected or damaged are strictly non-replaceable. No payment or compensation whether in cash, credit or kind shall be made for any unredeemed Gift which have expired or are lost, misplaced, defaced, stolen, been tampered with, misdirected or damaged, or which has been forfeited.
- 2.8 UOB does not assume any liability or responsibility for and will not be liable or responsible for any defect, quality, merchantability, the fitness or any other aspect of the Gift; or the goods / services offered in connection with this Promotion; or for the acts or defaults of Singtel and/or the merchant and/or suppliers of the Gift or the goods / services offered in connection with this Promotion. UOB is not an agent of Singtel and/or the merchant and/or suppliers of the Gift or the goods / services offered in connection with this Promotion. Any dispute about the quality or service standard must be resolved directly with Singtel and/or the merchant and/or suppliers. Singtel and the merchant and/or suppliers of the Gift or the goods / services offered in connection with this Promotion may impose conditions for redemption and/or use of the Gift. UOB does not assume any liability or responsibility for and will not be liable or responsible for any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the Promotion, the redemption

or usage of the Gift or the goods / services offered in connection with this Promotion, including but not limited to, the loss of life, injury to person and/or loss or damage to property.

### **3. SMS Registration**

- 3.1 The Cardmember will receive a confirmation SMS from the Bank once he/she completes the registration process referred to in Paragraph 1.2 (b) above.
- 3.2 All registrations in respect of the Promotion must be done via SMS by the Cardmember. Only SMSes received by the Bank shall be considered for the Promotion. Any incomplete or inaccurate SMS registration will not be considered and will be disqualified.
- 3.3 SMS registration starts from 0000 hours on 9 January 2017 and ends at 2359 hours on 31 March 2017, Singapore date/time and both dates and times. SMS entries received by the Bank before or after the Promotion Period will not be eligible for the Promotion and will be considered invalid and void.
- 3.4 SMS registrations submitted in a form differing from that set out by UOB will be automatically disqualified.
- 3.5 Sending of the SMS and receipt of SMS confirmation is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party, and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Cardmember. The Cardmember 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 By participating via SMS registration, the Cardmember consents to the disclosure of customer 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. The Cardmember authorises UOB to disclose any information regarding the Cardmember and the Cardmember's relevant Credit Card account to such parties for the purposes of the Promotion.
- 3.7 Notwithstanding anything herein, the Bank may at any time in its discretion and without giving prior notice, determine the eligibility of any SMS registration.
- 3.8 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.
- 3.9 UOB shall not be responsible or liable in any manner whatsoever:-
- (a) for any failure or delay in the transmission or receipt of any SMS by or from any SMS vendor, telecommunication authorities or service providers or such other third party which may result in the SMS not being sent or received by UOB and therefore the Cardmember being omitted from participating in this Promotion; or
  - (b) if UOB 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 or communication system, industrial dispute, war, Act of God or for any act or omission outside the control of UOB.

### **4. General**

- 4.1 UOB shall not be responsible or liable:-
- (a) for any losses, damages or otherwise suffered by any person if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of the merchant establishments, merchant acquirer, telecommunication authorities or service provider or such other third party which may be engaged for the Promotion, any machine or communication or computer system, industrial dispute, war, Act of God, or anything outside the control of UOB;
  - (b) for any failure or delay in the transmission or receipt of evidence of bill / sale transactions by Visa, merchant establishments, merchant acquirer, postal or telecommunication

- authorities/provider or any other parties which may result in a transaction made by the Eligible Cardmember being omitted from being posted to the Eligible Cardmember's Eligible Card account and/or captured in UOB's system during the Promotion Period;
- (c) for any notice or communication, email which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected;
  - (d) for any breakdown or malfunction in any computer system or equipment; or
  - (e) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered.
- 4.2 Notwithstanding anything in these Terms and Conditions, UOB may, at any time and from time to time, vary, modify, add and/or delete any of these Terms and Conditions, including but not limited to, terminating or withdrawing the Promotion or amending the duration of the Promotion or the Approval Period or the Redemption Period, or any of the eligibility criteria, without giving any reason, prior notice and/or assuming any liability to any party and UOB shall not be liable to pay any compensation or enter into any correspondence in connection with the same and all Cardmembers shall be bound by these variations, modifications, additions and/or deletions. UOB's determination of all matters in connection with the Promotion, Gift shall be final, binding and conclusive.
- 4.3 UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion. UOB's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB to any person (including the Cardmember). UOB 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, of its decision and no appeal, correspondence or claims will be entertained. UOB has the right and discretion to determine whether a party has met the requirements of the Promotion and/or to receive the Gift.
- 4.4 All information is correct at the time of publishing and 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 between 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.
- 4.5 The prevailing terms and conditions under the prevailing UOB Cardmember Agreement (available at [www.uob.com.sg/personal/cards/credit/tnc.html](http://www.uob.com.sg/personal/cards/credit/tnc.html)) will continue to be binding on all Cardmembers. Please visit [www.uob.com.sg](http://www.uob.com.sg) for the Standard Terms. Cardmembers will be subjected accordingly to the prevailing Standard Terms. Participation in the Promotion is subject to these Terms and Conditions herein. Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. In the event of any inconsistency between these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail insofar as it relates to the Promotion.
- 4.6 A person who is not a party to these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these Terms and Conditions.
- 4.7 These Terms and Conditions are governed by the laws of Singapore and all Cardmembers participating in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Singapore.
- 4.8 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.