

Terms and Conditions Governing UOB Cards - Stay-For-Less July 2017 Promotion ("Terms and Conditions")

Definitions

- 1. For the purposes of the UOB Cards Stay-For-Less July 2017 Promotion (the "Promotion"), the following terms are defined as follows:
 - i. "Cardmembers" means all existing and new principal and supplementary cardholders of an Eligible UOB Card, and whose Eligible UOB Card account is valid, subsisting, in good standing and satisfactorily conducted in the opinion of United Overseas Bank Limited ("UOB").
 - ii. "Eligible UOB Card" means a personal credit or debit card issued by UOB in Singapore. For the avoidance of doubt, Eligible UOB Card excludes all UOB corporate/business credit and/or debit cards.
 - iii. "Eligible Transactions" means all purchases of airline tickets for a minimum amount of \$\$500 directly from airline companies which are transacted under a Merchant Category Code ("MCC") listed at **Annex A** of these Terms and Conditions using an Eligible UOB Card which are successfully charged to the Cardmember's Eligible UOB Card account and posted on UOB's systems during the Promotion Period, and shall exclude the Excluded Transactions.
 - iv. "Excluded Transactions" means airline ticket transactions via any online flight aggregators and/or any (non-online) travel agencies but not limited to Cheapflights SG, CheapTickets, Expedia, Google Flights, KAYAK, LowFares.com, Momondo, Onetime.com, SKIDDOO, Skyscanner, Wego, Zuji, as well as payments under Instalment Payment Plans, interests, late charges, annual fees, cash advance, balance transfers, fund transfers, instalment loans, fees and other financial charges imposed by UOB, transactions which were subsequently cancelled, voided or reversed for any reason and such other transactions as may be excluded from UOB time to time.
 - v. "Excluded Hotel" means each of a hotel listed at https://www.expedia.com.sg/g/rf/coupon-exclude-hotels.
 - vi. "Expedia" means AAE Travel Pte Ltd.
 - vii. "Hotel Booking" means a booking for accommodation in a hotel on https://www.expedia.com.sg/uobstayforless, where such booking is not a booking for an Excluded Hotel.
 - viii. "Promotion Period" means 1800 hours (GMT+8) 26 July 2017 to 2359 hours (GMT+8) 25 October 2017, both dates inclusive.
 - ix. "Qualifier" means a Cardmember who has performed an Eligible Transaction during the Promotion Period.



Promotion

- 2. Qualifiers are eligible to receive one (1) Expedia electronic voucher code ("Voucher") per Eligible Transaction. The value of the Voucher depends on the Qualifier's Eligible Transaction spend amount as set out below:
 - a. For Eligible Transaction spend amount from \$\$500 to \$\$1,499.99, the Voucher value is \$\$25;
 - b. For Eligible Transaction spend amount from \$\$1,500 to \$\$2,999.99, the Voucher value is \$\$90:
 - c. For Eligible Transaction spend amount of \$\$3,000 and above, the Voucher value is \$\$200.
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- 3. The Voucher may be used by the Qualifier to make a Hotel Booking, subject to (a) the minimum spend requirement for the Hotel Booking when redeeming the Voucher ("Hotel Booking Minimum Spend"), and (b) the number of Voucher redemptions permitted for each tier of Voucher value ("No. of Permitted Redemptions"), as shown in the table below:

Expedia Voucher Value	Hotel Booking Minimum Spend	No. of Permitted Redemptions
S\$25	S\$200	First 4,500 redemptions
S\$90	S\$700	First 3,150 redemptions
S\$200	S\$1,500	First 1,350 redemptions

- 4. For the avoidance of doubt, the Hotel Booking Minimum Spend amount refers to the value of the Hotel Booking *before* applying the Voucher.
- 5. The Voucher will be sent to the Qualifiers (i.e. UOB Principal Cardmember only) via Short Messaging Service ("SMS") to the Qualifier's (i.e. UOB Principal Cardmember only) last known mobile number according to UOB's records. The Qualifiers (i.e. UOB Principal Cardmember only) will be sent the SMS containing the Voucher within 3 working days after the Eligible Transaction is posted successfully in UOB's systems. In the event that an Eligible Transaction is made after 5pm, it will be processed the following working day.
- 6. Each Qualifier (i.e. UOB Principal Cardmember only) may only receive one Voucher per Eligible Transaction.
- 7. To redeem the Voucher, a Qualifier has to apply his/her Voucher to make a Hotel Booking within 30 days of the date on which the Voucher is sent to the Qualifier. After application of Voucher, any payment for the Hotel Booking balance amount must be made with an Eligible UOB Card.
- 8. If the Voucher is not utilised within 30 days of the date on which the Voucher is sent, the Voucher will be forfeited. UOB reserves the right to forfeit the Voucher and award or dispose of

Updated as of 17 August 2017.



it in such manner and to such persons as UOB deems fit without any liability on the part of UOB to any persons. No payment or compensation whether in cash, credit or kind shall be made by UOB for the forfeited Voucher. Where the Voucher was awarded and utilized by a Qualifier who was subsequently disqualified from the Promotion or discovered to be ineligible or not entitled to participate in the Promotion, UOB reserves the right to claim from the Qualifier a reimbursement for the value of the Voucher.

- 9. If for any reason a Qualifier is entitled to receive a refund for a Hotel Booking from Expedia, the amount refunded will not include the value of the Voucher. Further, if an Voucher was used in making a Hotel Booking, and the Hotel Booking is voided by Expedia for any reason thereafter, the Voucher will be forefeited and the Qualifier will not be entitled to renew the Voucher or receive a second Voucher.
- 10. The Voucher is not exchangeable in part or in kind for cash, credit or other goods and services. UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, to replace or substitute the Voucher with any other item of equal or similar value selected by UOB. UOB's determination of the replaced and/or substituted item shall be final, conclusive and binding.
- 11. 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. UOB shall not be responsible for any undelivered, lost or delayed SMS sent to 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.
- 12. If the Qualifier unsubscribes from UOB's marketing SMS database, the Qualifier will not receive the SMS from UOB with the Voucher, and UOB shall not be liable or responsible for any loss, cost, expense or damage suffered by the Qualifier in connection with the Qualifier's non-receipt of the SMS with the Voucher. UOB shall also not be responsible or liable for any failure or delay in the Qualifier's receipt of the SMS with the Voucher from UOB, whether due to the Qualifier's mobile number not being registered or updated with UOB or for any other reason whatsoever, or for any loss, cost, expense or damage arising therefrom.

General

13. UOB will not be liable or responsible for any defects, deficiency, quality, merchantability, the fitness or any other aspect of the Voucher or any goods or services redeemed/claimed under the Promotion, or the acts or defaults of the Expedia or any goods or services redeemed using the Voucher. UOB will 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 Voucher or goods or services or in connection with the Promotion howsoever arising, including but not limited to the loss of life, injury to person and/or loss or damage to Property.



- 14. The redemption of the Voucher is subject to Expedia's terms and conditions which are reproduced at **Annex B** of these Terms and Conditions. UOB is not an agent of Expedia and vice versa. Any dispute or queries in connection with the redemption of the Voucher and making a Hotel Booking must be addressed to and resolved directly with Expedia.
- 15. 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 Cardmember to take part in the Promotion and shall not be obliged to give any reason therefore. Without limiting the generality of this provision, Cardmembers:
 - i. who are or become mentally incapacitated, deceased, insolvent bankrupt or who face legal incapacity;
 - ii. who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them; and/or
 - iii. whose accounts are not 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,

shall not be eligible to participate in the Promotion and shall not be entitled to any payment or compensation whatsoever. In addition, UOB reserves the right to disqualify any Cardmember from the Promotion if it determines that the conduct of that Cardmember in carrying out any Eligible Transaction is an abuse of the Promotion, and such determination shall be final, binding and conclusive on that Cardmember and UOB shall not be obliged to give any reasons thereof.

- 16. The prevailing terms and conditions under the prevailing UOB Cardmember Agreement or UOB Debit Cardmember Agreement (as may be applicable) (each applicable agreement referred to as the "UOB Singapore Standard Terms") will continue to apply and be binding on the Cardmembers. Please visit uob.com.sg for the UOB Singapore Standard Terms. In the event of any inconsistency between the Terms and Conditions and the UOB Singapore Standard Terms, the Terms and Conditions shall prevail insofar as it relates to the Promotion.
- 17. In the event of any inconsistency or discrepancies between the Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, the Terms and Conditions will prevail.
- 18. UOB shall not be liable if it is unable to perform its obligations under these Terms and Conditions, due to (whether directly or indirectly) the failure of the telecommunication authorities, any machine or communication system, any merchant or service provider or such other third party which may be engaged for the Promotion, industrial dispute, disaster, war, Act of God, or anything outside the control of UOB.
- 19. UOB shall not be responsible or liable for:
 - i. any failure or delay in the transmission of the Eligible Transactions, sale transactions or receipt of evidence of sale transactions or any part thereof by any acquiring merchant, merchant establishment, card association, 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 Cardmember's Eligible UOB Card account, the applicable supplemental Cardmember's Eligible UOB Card account and/or captured in UOB's system or otherwise) during the Promotion Period;
- ii. any failure by any airline company listed at Annex A to consolidate purchases of more than one airline ticket into a single Eligible Transaction resulting in a Cardmember's failure to qualify as a Qualifier or a Qualifier's failure to receive a Voucher in the manner set out in clause 2 above;
- iii. any late posting of the Eligible Transactions or for any failure in the Eligible Transactions being transacted by the Cardmember's Eligible UOB Card or being captured in UOB's system;
- iv. any breakdown or malfunction in any computer system or equipment; or
- v. for any notice or communication or direct mailer which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post.
- 20. Participation in the Promotion is subject to these Terms and Conditions and the Cardmembers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. The Cardmembers 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.
- 21. 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 prior notice 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.
- 22. Notwithstanding anything in these Terms and Conditions, UOB reserves the right at any time and from time to time in its absolute discretion to unilaterally terminate the Promotion or to determine and/or amend, by adding to, subtracting from or varying of, any of the Terms and Conditions herein, including but not limited to varying the Promotion 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, determinations and/or variations.
- 23. 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 liability for its completeness or accuracy.
- 24. 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) to enforce or enjoy the benefit of any term of these Terms and Conditions.
- 25. These 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.



<u>Annex A – Eligible Transactions under these Merchant Category Codes (MCC)</u>

Merchant Category Code (MCC)	MCC Description	
3000	UNITED AIRLINES	
3001	AMERICAN AIRLINES	
3004	TRANS WORLD AIRLINES	
3005	BRITISH AIRWAYS	
3006	JAPAN AIRLINES	
3007	AIR FRANCE	
	LUFTHANSA	
3008		
3009	AIR CANADA	
3010	KLM (ROYAL DUTCH AIRLINES)	
3011	AEROFLOT	
3012	QANTAS	
3013	ALITALIA	
3014	SAUDI ARABIAN AIRLINES	
3015	SWISS INTERNATIONAL AIRLINES	
3016	SAS	
3017	SOUTH AFRICAN AIRWAYS	
3019	AIRLINES	
3020	AIR-INDIA	
3022	PHILIPPINE AIRLINES	
3023	MEXICANA	
3024	PAKISTAN INTERNATIONAL	
3025	AIR NEW ZEALAND	
3026	EMIRATES AIRLINES	
3028	AIR MALTA	
3029	SN BRUSSELS AIRLINES	
3030	AEROLINEAS ARGENTINAS	
3031	OLYMPIC AIRWAYS	
3032	EL AL	
3034	AUSTRALIAN AIRLINES	
3035	TAP (PORTUGAL)	
3037	EGYPTAIR	
3038	KUWAIT AIRWAYS	
3039	AVIANCA1	
3040	GULF AIR (BAHRAIN)	
3042	FINNAIR	
3043	AER LINGUS	
3044	AIR LANKA	
3047	THY (TURKEY)	
3048	ROYAL AIR MAROC	
3049	TUNIS AIR	
3050	ICELANDAIR	
3051	AUSTRIAN AIRLINES	
3052	LANCHILE	
3058	DELTA	
3060	NORTHWEST	
3061	CONTINENTAL	
3063	U.S. AIRWAYS	
3064	ADRIA AIRWAYS	
3066	SOUTHWEST	



Merchant Category Code (MCC)	MCC Description
3068	AIRLINES
3072	AIRLINES
3075	SINGAPORE AIRLINES
3076	AEROMEXICO
3077	THAI AIRWAYS
3078	CHINA AIRLINES
3079	JETSTAR AIRWAYS
3082	KOREAN AIRLINES
3083	AIR AFRIQUE
3084	EVA AIRWAYS CORPORATION
3085	MIDWEST EXPRESS AIRLINES
3089	TRANSAERO
3090	UNI AIRWAYS CORPORATION
3097	SPANAIR
3098	ASIANA AIRLINES
3099	CATHAY PACIFIC
3100	MALAYSIAN AIRLINE SYSTEM
3102	IBERIA
3103	GARUDA (INDONESIA)
3111	BRITISH MIDLAND
3112	WINDWARD ISLAND
3127	TACA INTERNATIONAL
3131	VLM AIRLINES
3132	FRONTIER AIRLINES
3136	QATAR AIRWAYS
3144	VIRGIN ATLANTIC
3146	LUXAIR
3161	ALL NIPPON AIRWAYS
3174	JETBLUE AIRWAYS
3175	MIDDLE EAST AIR
3177	AIRTRAN AIRWAYS
3178	MESA AIR
3180	WESTJET AIRLINES
3181	MALEV
3182	LOT (POLAND)
3183	OMAN AVIATION SERVICES
3184	LIAT
3187	LACSA (COSTA RICA)
3190	JUGOSLAV AIR
3193	INDIAN AIRLINES
	HAWAIIAN AIR
3196 3206	CHINA EASTERN AIRLINES
3211	NORWEGIAN AIR SHUTTLE
3213	MALMO AVIATION
3217	CSA
3219	COPA
3226	SKYWAYS
3234	BWIA
3236	AIR ARABIA AIRLINE
3245	EASYJET
3246	RYANAIR



Merchant Category Code (MCC)	MCC Description
3247	GOL AIRLINES
3248	TAM AIRLINES
3256	ALASKA AIRLINES
3260	SPIRIT AIRLINES
3261	AIR CHINA
3266	AIR SEYCHELLES
3280	AIR JAMAICA
3286	AEROLINEAS NICARAGUENSIS
3292	CYPRUS AIRWAYS
3294	ETHIOPIAN AIRLINES
3295	KENYA AIRWAYS
3296	AIRLINES
3298	AIR MAURITIUS
3299	WIDEROE'S FLYVESELSKAP
4511	AIRLINES



Annex B

Expedia's Voucher Terms and Conditions

- Subject to the restrictions set out in these terms and conditions and compliance with the Key Points above, the E-Voucher may be applied to a hotel-only booking (not a hotel booking in combination with any other product such as flight + hotel or flight + hotel + car) and Expedia flight+hotel packages (not packages offered by any third party) made online at [www.expedia.com.sg/uobstayforless] ("Website"). The E-Voucher can only be used for pre-pay bookings and cannot be redeemed against bookings which are paid at the destination.
- 2. The E-Voucher entitles you to a Discount off the price of the relevant travel reservation before the application of any taxes, applicable fees or additional costs.
- 3. The E-Voucher cannot be redeemed against taxes, supplier fees, cancellation or change fees/penalties, administrative fees or other miscellaneous charges, which are the sole responsibility of the customer.
- 4. The E-Voucher is valid only for the Redemption Period, for travel during the Stay Period, when booked on the Website only, and not on any other Expedia sites.
- 5. Usual booking terms and conditions apply (see [http://www.expedia.com.sg/p/corporate/termsofuse]) and all bookings are subject to availability. The E-Voucher cannot be redeemed against bookings which are not for Eligible Hotels. An "Eligible Hotel" refers to a hotel labelled "Expedia Rate" which is not on the exclusion list in [https://www.expedia.com.sg/p/corporate/coupon-exclude-hotels] ("Exclusion List") and for which payment is made at the time of booking to Expedia. The Exclusion List may be amended from time to time without prior notice.
- 6. The E-Voucher may not be used or combined with other coupons, promotions or special offers. Only one Coupon may be used for a qualifying booking.
- 7. The E-Voucher cannot be used for any booking previously made. It will be deemed fully redeemed once a qualifying booking has been made. The E-Voucher has no cash value and no refunds or cash alternative will be offered. There is no residual value and no credit will be issued if the purchase amount is less than the Discount. The E-Voucher may not be re-used, even in the event that you change or cancel the booking.
- 8. The E-Voucher is void where prohibited by law and may only be used by the intended recipient who must be a legal resident of Singapore aged 18 and over.
- 9. The E-Voucher may not be used by employees of Expedia group companies or any other person professionally connected with this offer including, without limitation, travel agency affiliate program partners.
- 10. Improper use of the E-Voucher by you including, but not limited to, publication or selling of the E-Voucher is prohibited, will result in the voiding of the E-Voucher, and may constitute fraud.
- 11. This E-Voucher may not be transferred or sold. E-Voucher obtained through unauthorized channels, mutilated, altered, copied, forged, damaged, manipulated, or tampered with in any way will be deemed void.
- 12. If Expedia becomes aware, or has reason to suspect (in Expedia's reasonable opinion), that a customer: (a) made multiple bookings on the Website using the E-Voucher with a view to reselling any accommodation; or (b) otherwise engaged in conduct which impacts on the fairness, integrity or proper conduct of this offer, Expedia may, in its absolute discretion, cancel all bookings made by the customer using the E-Voucher without giving any reasons thereon.



- 13. For avoidance of doubt, this E-Voucher can only be used by a customer making a booking directly on the Website, and cannot be used through or by a third party travel agent or intermediary.
- 14. Expedia reserves the right to vary conditions of use of the E-Voucher or to withdraw the E-Voucher at any time. Expedia's decision is final in all matters relating to this offer.
- 15. Terms and conditions of this E-Voucher are as written and cannot be changed by any representation of any unauthorized person, including employees of Expedia. These terms and conditions shall be governed by and construed in accordance with the laws of Singapore.
- 16. In the event of inconsistency between the English language version and any other language translations, the English language version shall prevail.
- 17. This E-Voucher is offered by AAE Travel Pte Ltd (Company Registration Number 201113337M), a corporation incorporated under the laws of Singapore ("Expedia") having its registered office at 8 Marina Boulevard #05-02, Marina Bay Financial Centre, Singapore 018981.