

TERMS AND CONDITIONS GOVERNING THE “*UOB PERSONAL INTERNET BANKING ‘SIMPLER & SMARTER’ PROMOTION*”

1. Eligibility and Survey

- 1.1 The “*UOB Personal Internet Banking ‘Simpler & Smarter’ Promotion*” (“**Promotion**”), is open to all individual customers of United Overseas Bank Limited (“**UOB**”) who fulfills all of the following (“**Customers**”):-
- (i) whose UOB current and/or savings account(s) and/or card account(s) is/are active, valid, subsisting, in good standing and is/are satisfactorily conducted at all times as determined by UOB in its discretion (“**Account(s)**”); and
 - (ii) who has successfully signed up for UOB Personal Internet Banking (as defined below) prior to or during the period from 3 August 2015, 12:00 am (Singapore date/time) until 25 October 2015 11:59 pm (Singapore date/time) (both dates and time) (“**Promotional Period**”), and where such UOB Personal Internet Banking is/are active, valid, subsisting, in good standing and is/are satisfactorily conducted at all times as determined by UOB in its discretion.
- 1.2 For the purposes of the Promotion, the following terms when used herein have the following meanings:-
- (i) “**Standard Terms**” refers to the terms and conditions governing UOB Personal Internet Banking as may be amended from time to time by UOB and which are available at uob.com.sg.
 - (ii) “**UOB Personal Internet Banking**” means the personal internet banking services and/or products that UOB offers from time to time through any Equipment (as defined in the Standard Terms) that enables a Customer to access his/her Account(s) and/or effect banking and/or other transactions electronically.
- 1.3 For the avoidance of doubt, the following Customers shall not be eligible for the Promotion:-
- (i) Customers who are or become mentally unsound, facing legal incapacity or is not capable of handling their affairs, deceased, insolvent, bankrupt or have legal proceedings (or any threat) of any nature instituted against them;
 - (ii) Customers who are employees of UOB who are directly involved in organizing and/or promoting the Promotion;
 - (iii) Customers whose Account(s) are not active, valid, subsisting or in good standing and is/are not satisfactorily conducted at all times as determined by UOB in its discretion; and
 - (iv) Customers whose UOB Personal Internet Banking is terminated before/on 25 October 2015.
- 1.4 UOB reserves the right to determine at its sole and absolute discretion the eligibility of Customers and/or persons and the eligibility of any Surveys submission for the Promotion. The decision of UOB on all such matters relating to the eligibility of any such Customers and/or persons and the Surveys are final, conclusive and binding, and UOB is not obliged to give any reason or prior notice and UOB will not be liable to any person for the same.

2. **Prize**

2.1 The first fifty (50) Customers (each a “**Winner**”) of each week during the Promotional Period (as set out in the table under Paragraph 2.3 below) who performs all of the following shall each be entitled to a cash prize worth S\$10.00 (“**Cash Prize**”) :-

(i) successfully performs any one of the following transactions (“**Qualifying Online Transaction**”) :-

(a) a funds transfer of at least S\$10.00 via that Winner’s UOB Personal Internet Banking; or

(b) a bill payment of at least S\$10.00 via Winner’s UOB Personal Internet Banking.

AND

(ii) after performing the Qualifying Online Transaction referred to under Paragraph 2.1(i) above, successfully completes and submits the online survey form for the Promotion (available on uob.com.sg/simplersmarter) (“**Survey**”) to UOB during the Promotional Period – each Customer is only required to complete and submit the Survey only once during the Promotional Period.

2.2 For a Qualifying Online Transaction to be deemed as successful, the Qualifying Online Transaction must be successfully received and recorded on UOB’s systems during the Promotional Period.

2.3 Each week during the Promotional Period referred to in Paragraph 2.1 above shall be broken down as follows:-

Week	Dates and Times (Singapore dates/times, both dates and time inclusive)
1	3 August 2015, 12.00 a.m. – 9 August 2015, 11.59 p.m.
2	10 August 2015, 12.00 a.m. – 16 August 2015, 11.59 p.m.
3	17 August 2015, 12.00 a.m. – 23 August 2015, 11.59 p.m.
4	24 August 2015, 12.00 a.m. – 30 August 2015, 11.59 p.m.
5	31 August 2015, 12.00 a.m. – 6 September 2015, 11.59 p.m.
6	7 September 2015, 12.00 a.m. – 13 September 2015, 11.59 p.m.
7	14 September 2015, 12.00 a.m. - 20 September 2015, 11.59 p.m.
8	21 September 2015, 12.00 a.m. – 27 September 2015, 11.59 p.m.
9	28 September 2015, 12.00 a.m. – 4 October 2015, 11.59 p.m.
10	5 October 2015, 12.00 a.m. - 11 October 2015, 11.59 p.m.
11	12 October 2015, 12.00 a.m. – 18 October 2015, 11.59 p.m.
12	19 October 2015, 12.00 a.m. – 25 October 2015, 11.59 p.m.

2.4 For the avoidance of doubt, each Winner can only win a maximum of one (1) Cash Prize during the Promotional Period and there will be a total of six hundred (600) Winners i.e. a total of fifty (50) Winners for each week of the Promotional Period. The Winners will be determined by the date and time of his/her Qualifying Online Transaction.

2.5 Each Winner who is entitled to the Cash Prize will receive a SMS on or before 18 December 2015, notifying the Winner that he/she is entitled to the Cash Prize. The SMS will be sent to the Winner’s mobile phone number as provided by the Winner in the Survey.

- 2.6 The Cash Prize will be credited into the Winner's Account(s) that was used by the Winner to perform the Qualifying Online Transaction ("**Winner's Account**"). For the avoidance of doubt, the Cash Prize will be forfeited if the Winner's Account is closed before the Cash Prize is credited into the Winner's Account or if the Winner's Account is not active, valid, subsisting, in good standing and is/are satisfactorily conducted at all times as determined by UOB in its discretion.
- 2.7 UOB reserves the right to replace and/or substitute the Cash Prize with another prize at equivalent or close to the prevailing recommended value without giving prior notice or reason and without assuming any liability to any person.
- 2.8 If UOB subsequently discovers that a Winner is not eligible to participate in the Promotion and/or to receive the Cash Prize, UOB may at its discretion forfeit the Cash Prize, or if already awarded, reclaim the Prize from the Winner (whether by deductions to any of the Winner's UOB accounts or otherwise) and/or award or dispose of the Cash Prize in such manner as UOB deems fit at its discretion.
- 2.9 Notwithstanding anything to the contrary, UOB reserves the right to select reserve winners as a reserve or substitute to any Winners who is subsequently found to be ineligible to participate in the Promotion or disqualified from participating in the Promotion. UOB shall not be liable to any such party for any payment or compensation arising from the above,

3. **Survey**

- 3.1 Each Customer only needs to submit the Survey only once during the Promotional Period. In the event that the Customer submits more than one Survey, UOB will use the Customer's information and details based on the last Survey submitted and received by UOB.
- 3.2 All customer information provided by any one Customer through the Survey must match the information on UOB's records for that same Customer.
- 3.3 For the avoidance of doubt, the following Surveys will be considered invalid and void and will be disqualified for the Promotion:-
- (i) any incomplete or inaccurate Surveys will not be considered and will be disqualified for the Promotion; or
 - (ii) surveys that are received by UOB before 12:00 am on 3 August 2015 (Singapore date/time) or after 11:59 pm on 25 October 2015 (Singapore date/time); or
 - (iii) surveys where the Customer's information contained therein does not must match the information on UOB's records for that same Customer.
- 3.4 UOB reserves the right to determine at its sole and absolute discretion the eligibility of any Surveys submission for the Promotion. The decision of UOB on all such matters relating to the eligibility of any Surveys are final, conclusive and binding, and UOB is not obliged to give any reason or prior notice and UOB will not be liable to any person for the same.

4 **Participation**

- 4.1 By participating in the Promotion, each Customer:-
- (i) allows UOB and its related corporations (collectively, the "**Companies**"), and their agents, to share the Customer's personal data amongst themselves, to collect and use the data, and to disclose the data to the Companies' authorised service providers for the following purposes:

- (a) contacting the Customer via address, electronic transmission (e.g. email), SMS, telephone and other means of communication to inform the Customer about his/her win in the Promotion, as well as products and services marketed by the Companies (“**Products and Services**”); and
 - (b) conducting consumer and market research in respect of the Products and Services, which may be relevant to the Customer;
- (ii) consents to the collection, use and disclosure of his/her name, identification/passport number and other information and particulars, including photographs of the Customer, and any comments or feedback submitted by the Customer through the Survey (which may be edited as UOB deems fit) for result announcement, publicity or marketing purposes in connection with the Promotion and UOB Personal Internet Banking and
 - (iii) agrees to co-operate with and participate in such publicity activities without any payment or compensation thereof.

5 General

- 5.1 Notwithstanding anything in the terms and conditions relating the Promotion (“**Terms and Conditions**”), UOB reserves the right at any time and from time to time, at its discretion and without giving prior notice, to amend, vary, add or delete any of the Terms and Conditions, including, but not limited to, the eligibility, terms and criteria, the Cash Prize, the duration of the Promotional Period and type of Qualifying Online Transactions, without assuming any liability to any person and all participating Customers shall be bound by these amendments.
- 5.2 The decisions of UOB on all matters relating to the Promotion are final, conclusive and binding and no payment or compensation will be given or paid by UOB to any person. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter concerning the Promotion and no appeal, correspondence or claims will be entertained.
- 5.3 In the event of any inconsistency or discrepancies between the Terms and Conditions and any advertising, publicity, brochure, marketing, promotional, publicity and other materials relating to or in connection with the Promotion, the Terms and Conditions shall prevail.
- 5.4 Participation in the Promotion is subject to the Terms and Conditions. The Standard Terms will continue to apply and be binding on the Customers and are to be read together with the Terms and Conditions. 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.
- 5.5 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.
- 5.6 UOB shall not be responsible or liable for any loss, injury to or expenses, claim or damages of any Customer or any other person howsoever arising. However, UOB will only be liable for the Customer’s direct loss to the extent such loss is caused directly by UOB’s fraud, gross negligence or willful misconduct in direct connection with the Promotion.
- 5.7 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 merchants supplying the Cash Prize, service providers 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.

- 5.8 UOB shall not be responsible or liable:-
- (i) for any notice, letters, communication, or Cash Prize which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected in the post; or
 - (ii) for any late posting of the Qualifying Online Transactions or for any failure in Qualifying Online Transactions being transacted by UOB Personal Internet Banking or being captured in UOB's system; or
 - (iii) for any late posting or receipt of the Survey or for any late receipt by UOB of the Qualifying Online Transactions or any failure in Qualifying Online Transactions from being received by UOB or being captured in UOB's system; or
 - (iv) any breakdown or malfunction in any computer system or equipment or online platform.
- 5.9 A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce or enjoy the benefit of any term herein.
- 5.10 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore, and all participants who participate in the Promotion shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 5.11 Except where the context otherwise requires, words denoting the singular include the plural and vice versa.