

## 100 Days of Dining Obsessions

### Terms and Conditions

#### 1. ELIGIBILITY

- 1.1 To be eligible to participate in the United Overseas Bank Limited's ("UOB") "100 Days of Dining Obsessions" Lucky Draw (the "Promotion"), the principal Cardmember (the "**Eligible Cardmember**") must have during the Qualifying Period, registered to take part in the Promotion via an online registration at [uob.com.sg/obsession/dining](http://uob.com.sg/obsession/dining) in accordance with Paragraph 3 below.
- 1.2 The term:-
- (a) "Cardmembers" shall mean any existing and new principal and supplementary holders of Eligible Cards, whose card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion but shall exclude . For the avoidance of doubt, the benefit of all and any charges incurred by a supplementary Cardmember in respect of the Promotion shall accrue to the applicable principal Cardmember.
  - (b) "Eligible Cards" shall mean any Visa, MasterCard, American Express, UnionPay and JCB credit or debit card issued by UOB in Singapore but does not include UOB Travel Account, Purchasing, Business, Multicurrency Corporate and Private Label cards issued by UOB in Singapore.
  - (c) "working days" shall mean a day (other than Saturday, Sunday and public holidays in Singapore) in which banks in Singapore are open for business.
- 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 for the Promotion and shall not be obliged to give any reason therefor.
- 1.4 Without limiting the generality of Article 1, the following Eligible Cardmembers shall not be eligible for the Promotion and shall be disqualified from the Promotion and shall not be entitled to any payment or compensation whatsoever, even if he/she has been selected as a Winner (as defined below) or the Grand Prize Winner (as defined below):
- (a) Eligible Cardmembers whose credit card account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated between 30 August 2012 to 7 December 2012 (both dates inclusive) and for the avoidance of doubt, the termination of a supplementary Cardmember's account(s) will not by itself disqualify the Eligible Cardmember from participating in the Promotion;
  - (b) Eligible Cardmembers whose credit card account(s) which is/are not active, valid, subsisting or in good standing or which are otherwise determined by UOB at its sole and absolute discretion, as being delinquent or unsatisfactorily conducted for any reasons as may be determined by UOB;
  - (c) those who are mentally unsound, facing legal incapacity, deceased, bankrupt or have any legal proceedings of any nature instituted against them;
  - (d) Eligible Cardmembers who is/are a staff/employee or a director of UOB and/or Far Eastern Bank Ltd ("FEB") during the Qualifying Period (as hereinafter defined) and their respective immediate family members;
  - (e) Eligible Cardmembers who are employees and staff of UOB's partners, the auditors, advertising agencies, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promoting and/or conducting the Promotion or who have an interest in the Promotion;
  - (f) those who are or have become mentally incapacitated, deceased, insolvent or who face legal incapacity;
  - (g) those who faces legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them;
  - (h) those who UOB may decide to exclude at its absolute discretion without notice and without furnishing any reason, at any time.

## **2. QUALIFYING PERIOD**

The Promotion is valid only for the period commencing from 12.30 a.m. (Singapore time) of 30 August 2012 to 11.59 p.m. (Singapore time) of 7 December 2012, both dates inclusive ("Qualifying Period") or for such other period as may be determined by UOB in its absolute discretion, subject to all these Terms and Conditions herein.

## **3. REGISTRATION VIA ONLINE REGISTRATION**

- 3.1 All online registrations (by completing an online form) to participate in the Promotion must be completed by the Eligible Cardmembers via [uob.com.sg/obsessions/dining](http://uob.com.sg/obsessions/dining). Only online registrations which are completed in such form set out by UOB on [uob.com.sg/obsessions/dining](http://uob.com.sg/obsessions/dining) and received by UOB during the Qualifying Period will be considered for the Promotion. Any completed online registration which is received by UOB before or after the Qualifying Period or any incomplete, unsuccessful or inaccurate online registration will not be considered and consequently be disqualified and UOB shall not be liable and assumes no responsibility for any losses or damages suffered by the Eligible Cardmembers howsoever arising.
- 3.2 The online registration starts from 12:30 am (Singapore time) and ends on 11:59 pm (Singapore time) daily (Singapore time) during the Qualifying Period.
- 3.3 Any online registrations submitted in a form differing from that set out by UOB will be automatically disqualified and UOB shall not be liable and assumes no responsibility for any losses or damages suffered by the Eligible Cardmembers howsoever arising.
- 3.4 Any online registration received by UOB before 12:30 am daily or after 11:59 pm daily during the Qualifying Period will not be eligible for the Promotion and will be considered invalid and void.
- 3.5 UOB shall not be responsible or liable for any undelivered, lost or delayed online registration sent by the Cardmembers. No payment or compensation whether in cash, credit or kind shall be made for any undelivered, lost or delayed online registration.
- 3.6 Notwithstanding anything herein, UOB may at any time in its absolute discretion and without given any reason or notice and without any payment of compensation whatsoever, determine the eligibility of any online registration and any Eligible Cardmember.
- 3.7 Without prejudice to the other terms and conditions to the Promotion, the Cardmember hereby expressly and irrevocably permit and authorises UOB to disclose, reveal and divulge information regarding the Cardmember, the Cardmember's particulars and the Cardmember's relevant Eligible Card account to any third parties as UOB deems fit at its absolute discretion.

## **4. DAILY WINNERS, GRAND PRIZE WINNERS, PRIZES AND GRAND PRIZE**

- 4.1 (a) Only one (1) Eligible Cardmember (the "Daily Winner") will be drawn/selected each day ("Daily Draw") during the Qualifying Period after 9.30 a.m. (Singapore time) at random by UOB using such methods and manner (which may be manual or computerized) deemed fit and/or appropriate by UOB at its sole and absolute discretion from the list of all the Eligible Cardmembers available at the start of each such day. Each Daily Winner will be entitled to a Prize.
- (b) Each Daily Draw will be conducted by UOB at 480 Toa Payoh Lorong 6 #25-01 HDB Hub East Wing Singapore 310480 or at such other location determined at UOB.
- (c) Each Prize for the Daily Draw will be an e-voucher (in the form of an electronic direct mailer) entitling the Daily Winner to one (1) free meal for two (2) persons at one (1) participating restaurant to be randomly selected by UOB using such methods and manner (which may be manual or computerized) deemed fit and/or appropriate by UOB at its sole and absolute discretion. The value of each meal shall be decided and stipulated by the merchant, agent,

supplier or service provider of the Prize at their sole and absolute discretion and the redemption of the e-voucher and the meal shall be on such terms and conditions as the merchant, agent, supplier or service provider of the Prize may so decide at their sole and absolute discretion.

- (d) There will be a Prize given out each day during Qualifying Period.
  - (e) The participating restaurant(s) on each Prize and the terms and conditions of each Prize may differ from each other. The identity of the participating restaurant featured in the relevant Prize available for that selection day will only be revealed to the Eligible Cardmembers on that selection day on [uob.com.sg/obsessions](http://uob.com.sg/obsessions).
  - (f) The Prize will be sent to the Daily Winner by email and in accordance with these Terms and Conditions. A Daily Winner from any particular day during the Qualifying Period can continue to participate in the Promotion and to win further Prizes even though he/she may have already received a Prize.
- 4.2
- (a) Only one (1) Eligible Cardmember (the “**Grand Prize Winner**”) will be selected (“**Grand Draw**”) at random by UOB using such methods and manner (which may be manual or computerized) deemed fit and/or appropriate by UOB at its sole and absolute discretion from the list of all the Eligible Cardmembers available on the expiry of the Qualifying Period.
  - (b) The Grand Draw will be conducted:-
    - (i) on the Draw Date which is a date falling within one (1) month from the expiry date of the Qualifying Period or on such other date to be selected by UOB in its sole and absolute discretion; and
    - (ii) in the presence of and witnessed and audited by the external auditors of UOB at Singapore Press Holdings Limited, 1000 Toa Payoh North, News Centre, Singapore 318994 or at such other location determined by UOB.
  - (c) The Grand Prize Winner will be entitled to the prize of a “Culinary Destination” package (“**Grand Prize**”)

Details of the Grand Prize is set out below:-

- (i) A pair of return economy class air tickets by Singapore Airlines to such destination of choice of the Grand Prize Winner (“**Destination**”) and hotel accommodation at the Destination for such period of time as shall be decided by the Grand Prize Winner provided that the aggregate value of such air tickets and hotel accommodation for such period of time shall not exceed the sum of Singapore Dollars Nine Thousand only (S\$9,000.00) or its equivalent in the currency of the Destination.
- (ii) A dining experience at a restaurant of choice of the Grand Prize Winner worth not more than Singapore Dollars One Thousand only (S\$1,000.00) or its equivalent in the currency of the Destination PROVIDED THAT such restaurant of choice has to be located at the Destination. This sum is inclusive of any government service tax or value added tax, service tax or its equivalent payable to and chargeable by such restaurant.

Terms and Conditions of the Grand Prize

- (1) Reservation of or enquiries for both air tickets and hotel accommodation at the Destination must be done through UOB Travel Planners at 6 252 6822 or at 480 Toa Payoh Lorong 6 HDB HUB East Wing #20-01 Singapore 310480. Reservation for the dining experience is to be done by the Grand Prize Winner.
- (2) Any deviation or extension of the Grand Prize Winner’s duration of stay at the Destination is subject to availability of seats, hotel accommodation, seasonality and

the difference in cost exceeding the amounts set out under Paragraph 4.2(c)(i) and Paragraph 4.2(c)(ii) above, if any, all of which shall be borne by the Grand Prize Winner.

- (3) There is no refund value for the Grand Prize.
  - (4) All airlines seats, hotel accommodation and restaurant booking are subject to availability.
  - (5) The above package and any deviation or extension of the same is not inclusive of:-
    - (i) prevailing taxes, insurances, airport taxes and surcharges (fuel or otherwise) which shall be borne by the Grand Prize Winner;
    - (ii) travel visa and other travel related expenses (please note that neither UOB nor UOB Travel Planners will be responsible for obtaining or for funding any visas or other entry permits that may be required), long distance phone calls, room service, laundry, mini-bar items, room service, loss of hotel property, damage to hotel property, or any other expenses incurred in the hotel, personal expenses (shopping, transportation to local sites during free time not part of the tour, food expenses aside from scheduled meals), transportation during the Grand Prize Winner's and his/her guests' free time, accident insurance coverage and any personal tax that may be levied on the Grand Prize Winner or his/her guests with respect to their receipt of the packages or any part thereof;
    - (iii) any other costs and expenses not included under Paragraph 4.2(c)(i) and Paragraph 4.2(c)(ii) above.

All such costs and expenses shall be borne by the Grand Prize Winner.
  - (6) Other terms and conditions apply.
- (d) The results of the Grand Draw will be published in a newspaper circulated in Singapore within thirty (30) calendar days after the Draw Date or by such other date as UOB may determine in its sole and absolute discretion. The Grand Prize Winner will be notified by ordinary post and contacted via telephone based on the last known contact information of the Grand Prize Winner with UOB Card Centre's records no later than fourteen (14) working days following the Draw Date or by such other date as UOB may determine at its sole and absolute discretion.

4.3 Notwithstanding anything to the contrary, UOB reserves the right, at its absolute discretion and without any reason, to:-

- (a) select/draw another Daily Winner or, where applicable, another Grand Prize Winner if the Daily Winner or, where applicable, the Grand Prize Winner initially selected is subsequently found to be ineligible or disqualified and award the Prize or, where applicable, the Grand Prize to such new Daily Winner, or where applicable, new Grand Prize Winner; or
- (b) forfeit the Daily Winner's Prize or, where applicable, the Grand Prize Winner's Grand Prize and dispose of it in such manner and to such person(s) as UOB may so decide; or
- (c) reclaim the Prize or, where applicable, the Grand Prize and dispose of it or award it in such manner and to such person(s) as UOB may so decide,

if the Daily Winner or the Grand Prize Winner is subsequently found to be ineligible or disqualified or where the Daily Winner or, where applicable, the Grand Prize Winner is unable to furnish any proof that he/she is the same person who made the online registration, including, but not limited to, presenting documentary evidence of proof of name and identification number. Any person whose Prize or, where applicable, the Grand Prize has been forfeited, reclaimed or awarded to another party shall not be entitled to and UOB shall not be liable to any such party for any payment or compensation whatsoever notwithstanding any non-receipt of notification. UOB shall not be required to furnish any notice whatsoever.

4.4 The Daily Winner will be contacted by UOB to verify his/her eligibility to be awarded the Daily Prize, via any of his/her contact details based on the last known contact information of the Daily Winner

with UOB Card Centre's records no later than three (3) working days following the date of his or her online registration or by such other date as UOB may determine at its absolute discretion.

- 4.5. The Grand Prize Winner will be contacted by UOB to verify his/her eligibility to be awarded the Grand Prize, via any of his/her contact details based on the last known contact information of the Grand Prize Winner with UOB Card Centre's records no later than fourteen (14) working days following the date of Grand Draw or by such other date as UOB may determine at its absolute discretion.
- 4.6 (a) The Daily Winner must redeem the Prize in person within the validity period as set out in the electronic direct mailer as provided by UOB 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 electronic direct mailer. Details of the method to redeem the Prize will also be set out in the electronic direct mailer.
- (b) The Grand Prize Winner must claim the Grand Prize in person within the validity period set out in the notification letter as provided by UOB and on such other terms and conditions as may be imposed by the merchant, agent, supplier or service provider of the Grand Prize and on the electronic direct mailer. Details of the method to claim the Grand Prize will also be set out in the notification letter.
- (c) The Daily Winner and, where applicable, the Grand Prize Winner needs to present proof of identification together with such other additional documents that UOB, UOB Travel Planner or the merchant, agent, supplier or service provider requires at their absolute discretion in order to claim and, where applicable, redeem the Prize or, where applicable, the Grand Prize.
- (d) UOB does not assume any liability or responsibility and will not be liable or responsible for any failure or delay in the Daily Winner's or the Grand Prize Winner's receipt of the electronic direct mailer or, where applicable, the notification letter or any electronic direct mailer or, where applicable, the notification letter which has expired or gets lost, misplaced, tampered with, defaced, stolen, damaged or misdirected. Any electronic direct mailer or, where applicable, the notification 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 uncollected Prizes or uncollected Grand Prize or any electronic direct mailer or, where applicable, the notification letter which has expired or is lost, tampered with, misplaced, defaced, stolen, misdirected or damaged.
- 4.7 If any of the Prizes or, where applicable, the Grand Prize remains unclaimed by the due date in accordance with Article 4.6 of these Terms and Conditions, it/they will be forfeited without any liability on the part of UOB to the Daily Winner or, where applicable, the Grand Prize Winner whose Prize or, where applicable, the Grand Prize was forfeited). All forfeited Prizes and, where applicable, Grand Prize will be donated to such charitable organization as determined by UOB at its absolute discretion. No payment or compensation whether in cash, credit or kind shall be made for the forfeited Prize or forfeited Grand Prize notwithstanding non-receipt of notification.
- 4.8 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 or the Grand Prize as stipulated herein, with another item of similar value (whether in cash or otherwise) as shall be selected by UOB at its sole and absolute discretion. UOB's determination of the substituted prize shall be final, conclusive and binding and no appeal, correspondence or claims will be entertained.
- 4.9 (a) The Prizes and, where applicable, the Grand Prize are not transferable or exchangeable for cash, credits, other gifts or otherwise in full or in part or refundable. UOB assumes no liability or responsibility and shall not be responsible or liable for any consequences including, but not limited to, 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, where applicable, the Grand Prize or in connection with the Promotion and/or redemption or use of the Prizes or, where applicable, the Grand

Prize 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 or, where applicable, the Grand Prize howsoever arising.

- (b) Any unused portion of the Prizes and, where applicable, the Grand Prize cannot be retained or refunded in cash, credit, other gifts or otherwise in full or in part. All Prizes and, where applicable, the Grand Prize are subject to the terms and conditions accompanying them (if any).
- (c) The Grand Prize Winner and his/her guest shall be responsible to ensure that they each possess all valid travelling documentation (e.g. a valid and non-expired passport, visa etc) to the relevant designation.

## **5. OBLIGATIONS OF PARTICIPATION**

- 5.1 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, the Daily Winners and the Grand Prize 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 Promotion, the Cardmembers, the Daily Winners and the Grand Prize Winner each expressly and irrevocably permits, authorizes and consents to the disclosure by UOB of any of his/her information including, but not limited to, his/her name, identification number and photographs to any person and in any mode and manner as UOB deems appropriate for any and all advertising, promotional, publicity or commercial purposes or otherwise co-operate and participate in the advertising, promotional, publicity or commercial activities of UOB in relation to the Promotion and to the use of any data provided for any future marketing effort by the UOB Group of companies, without any payment or compensation thereof.
- 5.3 The Grand Prize Winner hereby irrevocably and unconditionally agree to and shall, if required by UOB at their absolute discretion, attend any prize presentation and participate in any advertising, promotional, publicity or commercial activities relating to or in connection with the Grand Draw at his/her own costs.

## **6 GENERAL**

- 6.1 UOB shall not be liable or responsible if it is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the delay or failure of any third party, the delay or failure of 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 or liable:-
  - (i) for any failure or delay in the transmission of or receipt of sale transactions by MasterCard/Visa/JCB/CUP/American Express acquiring merchants, merchant establishments, VISA International Incorporated, postal or telecommunication authorities or any other parties or for any reasons whatsoever which may result in a charge incurred or made by the Cardmember being omitted from participating in the Promotion during the Qualifying Period;
  - (ii) for any electronic direct mailer which gets lost, misplaced, defaced, tampered with, stolen, damaged or misdirected or for any undelivered, lost or delayed online registration sent by the Cardmembers;
  - (iii) for any breakdown or malfunction in any computer system or equipment;
  - (iv) for any error in computing any draw chances;
  - (v) for any deficiency in the Prizes or the Grand Prize;

- (vi) for any injury, loss, damages and/or costs of any kind arising from or in connection with the Promotion including, but not limited to:-
  - (a) any act or omission relating to the Eligible Cardmember's participation in the Promotion howsoever arising; or
  - (b) arising from the use or redemption of the Prizes or the Grand Prize awarded;
  - (c) any of the scenarios described under Paragraph 6.2(i) to (v) above;
- (vii) if UOB is unable to perform UOB's obligations hereunder as a result of (whether direct or indirect) the delay or failure of any third party including, but not limited to, 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.

The Eligible Cardmember shall indemnify UOB for any claims, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred by UOB in connection therewith.

6.3 In the event of any inconsistency or discrepancies between:-

- (i) 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 will prevail;
- (ii) the English version of these Terms and Conditions and the Chinese version of these Terms and Conditions, the English version of these Terms and Conditions shall prevail.

6.4 UOB shall not be responsible or liable for any loss to or expenses of any Cardmember or any other person in connection with the Promotion, howsoever arising.

6.5 The Prize and the Grand Prize is provided solely by UOB under such additional terms and conditions as determined by UOB. UOB will not be liable or responsible for any defects, the quality, the merchantability, the fitness or any other aspect of the Prize, the Grand Prize, any goods or services redeemed using the Prize or the Grand Prize or the acts or defaults of the merchant, agent, supplier or service provider of the Prize, the Grand Prize or any goods or services redeemed using the Prize or the Grand Prize or any defects or deficiency in the goods or services redeemed using the Prize or the Grand Prize. UOB is not an agent of the merchants, agents, suppliers or service providers. Any disputes about quality or service standard with such goods and services must be resolved directly with the merchants, agents, suppliers or service providers. The merchant, agents, suppliers or service providers of the Prize, the Grand Prize or the goods or services redeemed using the Prize or the Grand Prize may impose conditions for redemption and use of the Prize, the Grand Prize or the goods or services the goods or services redeemed using the Prize or the Grand Prize. UOB assumes no liability or responsibility for and will not be liable or responsible for any injury, loss or damage whatsoever or for any charges, costs or expenses of any kind whatsoever suffered or incurred as a result of or in connection with the Prizes, the Grand Prize or the redemption the same or usage of the goods and services redeemed from the Prizes or the Grand Prize or arising from or in connection with the Promotion howsoever arising.

6.6 UOB's decision on all matters relating to or in connection with the Promotion or the Prize or the Grand Prize is at its sole and absolute 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 with the Promotion or the Prize or the Grand Prize and no appeal, correspondence or claims will be entertained.

6.7 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 Promotion and/or to determine and/or amend, by adding to, subtracting from or varying of, any of these Terms and Conditions herein or any

- 6.8 Cardmembers will be subjected accordingly to the terms and conditions of UOB Cardmember Agreement and these Terms and Conditions are supplemental to 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 these Terms and Conditions and the Standard Terms, these Terms and Conditions shall prevail to the extent of such inconsistency. Participation in the Promotion is subject to these Terms and Conditions stated herein.
- 6.9 Participating in the Promotion is subject to these Terms and Conditions. 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.
- 6.10 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.
- 6.11 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.