

Terms and Conditions Governing UOB Lady's Card Instagram Queen for a Day Campaign ("Terms and Conditions")

1. This UOB Lady's Card Instagram Queen for a Day Campaign (the "**Campaign**") period will **commence on 31 May 2016 and conclude on 13 June 2016** both dates inclusive (the "**Campaign Period**") within Singapore only.
2. This Campaign is open to (i) all followers of UOB Lady's Card Instagram account "@mendontgetit" (the "**@mendontgetit**"); and/or (ii) all Cardmembers of United Overseas Bank Limited ("**UOB**") Lady's Card, Lady's Platinum Card and Lady's Solitaire Card (each an "Eligible Card" and collectively, "Eligible Cards") issued by UOB in Singapore and whose Eligible Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion (the "**Eligible Cardmembers**").
3. Subject to Clause 2 above and Clause 4 below, to be eligible to participate in the Campaign, each participant of the Campaign (the "**Participant**") must:-
 - (a) be residing in Singapore and have a Singapore mailing address;
 - (b) follow "@mendontgetit" on Instagram; **AND**
 - (c) answer the question "Tell us what's one thing you would do as Queen for a day?" via a comment on any Campaign Instagram posts on the UOB Lady's Card's Instagram page (www.instagram.com/mendontgetit) and inserting hashtag "#Queenforaday" in his/her comment and tagging one (1) or more friends in his/her comment using their Instagram usernames (the "**Entry**").
4. Notwithstanding anything herein to the contrary, UOB and its appointed social media agency Goodstuph (the "**Agency**") have the absolute discretion at any time and from time to time to determine the eligibility of any Participant to take part in the Campaign and shall not be obliged to give any reason therefore. Without limiting the generality of this provision, Participants:
 - (a) who are a staff/employee or a director of United Overseas Bank Ltd and/or Far Eastern Bank Ltd (the "FEB") during the Campaign Period *and their respective immediate family members*;
 - (b) who are employees and staff of UOB's partners, auditors, advertising agencies, promotion agencies and/or other persons involved (directly or indirectly) in organizing, promoting and/or conducting the Campaign or who have an interest in the Campaign *and their respective immediate family members*;
 - (c) who are or become mentally incapacitated, deceased, insolvent, bankrupt or who face legal incapacity;
 - (d) who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them;
 - (e) whose accounts maintained with UOB 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 Campaign and shall not be entitled to any payment or compensation whatsoever, even if he or she has been selected to be the winner(s) of the Campaign.
5. Only Entries submitted by the Participants via Instagram and as set out at Clause 3 above during the Campaign Period are qualified for the Campaign. All Entries submitted must:-

- (a) be the original work of the Participants and must not have been published somewhere or have won a prize in any other contest or competition and must not contain any materials which does not belong to the Participants;
- (b) not contain any material which would violate or infringe the rights of another party, including, but not limited to, any intellectual property rights, or that would constitute an infringement of any copyright. All Participants must have obtained prior permission from all individuals who appear in the Entries (if any) to use their names or likeness in the Entries and to grant the rights set forth herein. If so requested, the Participants must be able to provide such permissions in such format as determined by UOB at its absolute discretion;
- (c) not contain any material which UOB, in its sole and absolute discretion, deems inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous and must not contain any material that UOB, in its sole and absolute discretion, deems to promote bigotry, racism, hatred or harm against any group or individual or to promote discrimination (whether based on race, gender, religion, nationality, disability, sexual orientation or age);
- (d) must not contain any material that breaches any applicable laws or regulations including the laws or regulations in the jurisdiction in which the Entries were submitted;
- (e) must not contain the private/personal information of the Participant or that of any third party (for example, name, address, phone number, email address or any other contact details), and UOB shall not be responsible for any loss or damages suffered as a result of or in connection with such posting; and
- (f) must be in English and must be limited to the number of characters allowed by Instagram for each Entry.

6. For the avoidance of doubt, UOB shall not be responsible or liable:-

- (a) for ensuring that all Entries are posted promptly on Instagram before the expiry of the Campaign Period;
- (b) for any Entry that fails to reach UOB and/or Agency before the expiry of the Campaign Period for any reason whatsoever or for any delay in the transmission of the Entry to UOB and/or Agency before the expiry of the Campaign Period for any reason whatsoever;
- (c) for any failed, incomplete, distorted, undeliverable, late, damaged, illegible or lost Entries; or
- (d) for any breakdown or malfunction in any computer system or equipment or network connection or internet connection;
- (e) for any failure or delay or technical fault or error in the transmission of Entries;

which may result in the Participant being omitted from taking part in the Campaign or for any claim or cause of action arising out of or in connection with the Campaign. No appeal, correspondence or claims or payment of compensation will be entertained.

7. Each Participant can submit only one (1) Entry. UOB and Agency shall have the right to disqualify any Participant from the Campaign if he/she is found to have submitted more than one (1) Entry using a different name/Instagram account or email address or contact details or any other methods to increase his/her chances of winning or if the Participant is found to have tampered with the Entry process or the operation of the Campaign or in breach of these Terms and Conditions or if the Entry is deemed to be unfit for the participation in the Campaign for any reasons whatsoever. UOB's decision on such matters shall be final, conclusive and binding and UOB shall not be liable for payment or compensation to any party resulting from such a decision. No appeal, correspondence or claims or payment of compensation will be entertained.

8. The Entry of an Eligible Cardmember who participates in the Campaign as set out at Clause 3 above will be given 2 bonus points ("Bonus Points"). **To receive the Bonus Points**, the Eligible Cardmember has to successfully register herself, within the Campaign Period, via Electronic Short Message Service ("**SMS**"), by keying in "**uobqueen**<space>**NRIC Number** <space>**Instagram Username**" and sending it to **77862** with her last known registered mobile

number with UOB ("**SMS Registration**"). UOB must receive the said SMS during the Campaign Period. A SMS will be sent to the Eligible Cardmember for each successful SMS Registration. For the avoidance of doubt, each Eligible Cardmember is entitled to register only once to participate in the Campaign irrespective of the number of Eligible Cards that she may have. Any incomplete or inaccurate SMS registration will not be considered and consequently not be awarded Bonus Points.

9. 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. UOB shall not be responsible in any manner whatsoever for the delay in the transmission or receipt of any SMS.
10. 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 Campaign and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by the Eligible Cardmembers. The Eligible 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 Campaign.
11. There will be one (1) winner for the Campaign (the "Winner") who will be determined by UOB and/or Agency, taking into account any Bonus Points earned by an Eligible Cardmember within the Campaign Period. The Winner will receive the following (the "Prize"):
 - (a) Dinner for four (4) persons at OSO Ristorante Singapore worth up to S\$400;
 - (b) Choice of a Moisture Luxe Facial worth S\$130 (60-minute) OR Healing Body Massage worth \$140 (60-minute) at Spa Infinity, for four (4) persons; and
 - (c) H&M vouchers worth S\$600 in total.
12. All Entries are subject to the review and approval by UOB and/or Agency at its absolute discretion. UOB and/or Agency's decision on and method of deciding which Entry is the winning Entry shall be at its absolute discretion and shall be final, conclusive and binding and UOB shall not be liable for payment or compensation to any party resulting from UOB's choice of the winning Entry or for any Participant not being eligible to receive the Prize offered under the Campaign. No appeal, correspondence or claims or payment of compensation will be entertained.
13. Notwithstanding anything to the contrary, UOB and Agency reserves the right to select another winning Entry to substitute any Winner who is subsequently found to be ineligible or disqualified or where the Winner is unable to furnish any documentation proof that he/she is indeed the same person as the individual who submitted the winning Entry (for example, by showing all documentary evidence of proof of name and identification number (this list is not exhaustive)). UOB and Agency's determination of the Winner shall be final, conclusive and binding. No appeal, correspondence or claims or payment of compensation will be entertained.
14. The Winner will be **contacted by the Agency via his/her Instagram account by 30 June 2016** and will also be informed by the Agency on the Prize's redemption details. The Winner is required to claim his/her Prize in accordance with the redemption details provided. If the Prize remains unclaimed by the due date, the said Prize 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.
15. Participation in the Campaign is subject to these Terms and Conditions and the Participants are deemed to have accepted these Terms and Conditions when they participate in the Campaign. 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.
16. The Prize is subject to terms and conditions as may be imposed by the merchants, agents, suppliers or service providers of the Prize. The Prize is not transferable or exchangeable for cash, credits or otherwise in full or in part or refundable. UOB shall not be responsible for any consequences including, but not limited to, loss of life, injury to person and/or damage to property arising from or in connection with the Campaign and/or redemption or use of the Prize. UOB assumes no liability or responsibility and will not be liable or responsible for any defects, quality, merchantability, the fitness or any other aspect of the Prize offered in the Campaign or the acts or defaults of the merchant, agent, supplier or service provider of the Prize or defects or deficiency in the Prize offered in the Campaign. UOB is not an agent of the merchants, agents, suppliers or service providers. Any disputes about quality or service standard with the Prize must be resolved

directly with the merchants, agents, suppliers or service providers. The merchant, agent, supplier or service provider may impose terms and conditions for the redemption or utilization of the Prize or the goods or services.

17. 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 Prize stipulated herein, with another prize of similar value (whether in cash or otherwise). UOB's determination of the substituted prize shall be final, conclusive and binding. No appeal, correspondence or claims will be entertained.

18. The decisions of UOB on all matters relating to or in connection with the Campaign, including, but not limited to, the eligibility or disqualification any Participant, the determination of the Winner, the termination of the Campaign are at its absolute discretion and shall be final, conclusive and binding on all parties. UOB shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Campaign and no appeal, correspondence or claims will be entertained. UOB has the absolute right and unfettered discretion to determine whether the Participants or the Winner have met all the requirements of the Campaign and/or to receive the Prize. If UOB subsequently discovers that the Participant or the Winner is in fact not eligible to participate in the Campaign or to receive the Prize, UOB may at its sole discretion disqualify the Participant or forfeit the Winner's Prize or reclaim it (if already awarded) and award or dispose of it in such a manner and to such person/persons as UOB deems fit at its absolute discretion without payment or compensation whatsoever or without giving any reason to such Winner whose Prize was forfeited or reclaimed or to such Participant.

19. By participating in the Campaign, the Participants and the Winner expressly and irrevocably:-

- (a) permits, consents and authorizes UOB and the Agency 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 Campaign (including disclosing such information on Instagram) 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 Instagram; and
- (c) acknowledge and agree that submitting Entries constitutes 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 such Entries 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 Entries, whether in whole or in part.

20. As a participant of the Campaign, the Winner hereby irrevocably and unconditionally:-

- (a) consents and authorizes UOB and the Agency to 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 Instagram ;
- (b) agrees to co-operate with UOB and shall, if required by UOB at its absolute discretion, participate in any advertising, promotional and publicity and/or commercial activities organized by UOB in relation to the Campaign (including but not limited to attending any prize presentation) at his own costs; and
- (c) consents and authorizes UOB to use and disclose any data provided by the Winner for any future marketing effort by the UOB Group of Companies,

without any payment or compensation thereof and in such mode and manner as shall be decided by UOB at its absolute discretion.

21. 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 Campaign 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, and the timing of any act to be done, and all Participants shall be bound by these amendments.
22. 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. 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 Campaign, these Terms and Conditions shall prevail.
23. 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 any term of these Terms and Conditions.
24. These Terms and Conditions and the Campaign shall be governed by the laws of Singapore, and all the Participants who participate in the Campaign shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
25. A pronoun in the masculine gender shall be considered as including the feminine gender unless the context clearly indicates otherwise.