

## TERMS AND CONDITIONS GOVERNING THE PAYNOW PROMOTION (“TERMS AND CONDITIONS”)

### ELIGIBILITY

1. This PayNow Promotion (“**Promotion**”) is only valid between 10 July 2017 and 30 September 2017, both dates inclusive (“**Promotion Period**”).
2. This Promotion is only applicable to individual customers (each a “**Customer**” collectively “**Customers**”) who hold an existing current or savings deposit account with United Overseas Bank Limited (“**UOB**”) which is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its discretion (“**UOB Account**”).
3. Joint holders of a UOB Account which must be operated **jointly** (i.e. not in the alternate) are not eligible for this Promotion.
4. Joint holders of a UOB Account which can be operated in the **alternate** will each be considered a Customer, and each must fulfill the requisite conditions to qualify as an Eligible Customer.

### AWARD

#### ***Tier 1: S\$5 Cash Credit when register with PayNow***

5. The first 5,000 Customers who register with PayNow and link their UOB Account to either their mobile number, NRIC or FIN within the Promotion Period (“**Tier 1 Eligible Customers**”) are eligible for S\$5 cash credit (“**Tier 1 Award**”).
6. Within 2 months from date of the PayNow registration (or such other date as shall be decided by UOB at its discretion), the Tier 1 Award will be credited into the Tier 1 Eligible Customer’s UOB Account that is registered (and remains registered) with PayNow.

#### ***Tier 2: S\$10 Cash Credit when paying to a PayNow Registered number***

The Tier 1 Eligible Customers who within 3 months of their PayNow registration, make a fund transfer (from any of their accounts with UOB which is valid, subsisting, in good standing and satisfactorily conducted as determined by UOB) of at least S\$20 to any PayNow account (“**Tier 2 Eligible Customers**”) are eligible for S\$5 cash credit (“**Tier 2 Award**”).

Within 2 months from date of the fund transfer (or such other date as shall be decided by UOB at its discretion), the Tier 2 Award will be credited into the Tier 2 Eligible Customer’s UOB Account that is registered (and remains registered) with PayNow.

For the purposes of this Promotion:

“**PayNow account**” refers to any account (held with any other bank or financial institution) which is registered with PayNow and linked to a mobile number, NRIC or FIN

### ***Award Terms***

7. In these Terms and Conditions:

- (i) Tier 1 Eligible Customers and Tier 2 Eligible Customers are collectively referred to as “**Eligible Customers**”, “**Eligible Customer**” refers to each or any of them.
  - (ii) The “**Award**” refers to each or any of the Tier 1 Award and Tier 2 Award.
8. For the avoidance of doubt, an Eligible Customer is only eligible for the Tier 2 Award if he/she has qualified for the Tier 1 Award. Eligible Customers can only receive each Award once, regardless of how many PayNow registrations or fund transfers they have.
9. The Award is at UOB’s discretion. UOB reserves the right at any time, at its discretion and without prior notice to the Eligible Customers to vary or modify the Award.
10. The Award is not transferable or 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, replace or substitute the Award with any other gift of equal or similar value selected by UOB.

## **GENERAL**

11. To qualify for the Promotion, the Customer’s UOB Account must be valid, subsisting and in good standing; and such UOB Account must be registered with PayNow and linked to the Customer’s mobile number, NRIC or FIN throughout the Promotion Period.
12. If any Eligible Customer is subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Award, UOB reserves the right to forfeit the Award and grant or dispose of 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 Award. Where the Award was granted to an Eligible Customer who was subsequently discovered to be ineligible or not entitled to participate in the Promotion or to receive the Award, UOB shall be entitled to claim from the Eligible Customer a reimbursement for the value of the Award. No person shall be entitled to any payment or compensation from the Bank should the Bank exercise its discretion in this clause.
13. Participation in the Promotion is subject to these Terms and Conditions and the Customers are deemed to have accepted these Terms and Conditions when they participate in the Promotion. Failure to comply with any of the foregoing will result in a disqualification from the Promotion. The Customers 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.
14. UOB’s prevailing “*Terms and Conditions Governing Accounts and Services (Individual Customers)*” (“**Account Terms**”) and the PayNow Terms and Conditions (“**PayNow Terms and Conditions**”) continue to apply and be binding on Customers. In the event of any inconsistency between the Terms and Conditions and (a) the Account Terms, in respect of the Promotion; or (b) Pay Now Terms; or (c) any brochure or marketing materials relating to the Promotion, the Terms and Conditions will prevail.
15. UOB shall not be responsible or liable:-
- (a) for any losses, damages or otherwise suffered by any person if UOB is unable to perform its obligations under these Terms and Conditions, due directly or indirectly to the failure of 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 transactions by telecommunication authorities/provider or any other parties which may result in a transaction made by the Customer being omitted from being posted to the Customer's UOB 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 Customer or any other person howsoever incurred or suffered.
  - (f) For the acts of the SMS vendor, independent telecommunication authorities or service provider or such other third parties which are independent and beyond the control of UOB.
16. UOB's decision on all matters relating to this Promotion shall be final, conclusive and binding on the Customer. UOB shall not be obliged to give any reason or enter into any correspondence with the Customer or any persons on any matter concerning this Promotion and no appeal, correspondence or claims will be entertained.
17. 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 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 Customer, and all Customers shall be bound by these amendments. UOB's determination shall be final, binding and conclusive. UOB shall not be obliged to give any reasons or prior notice thereof and shall not be obliged to make any payment or compensation whatsoever.
18. 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.
19. 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.
20. These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all persons who participate in this Promotion shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.