

# TERMS AND CONDITIONS FOR UOB CARDS x PAUL SMITH SPEND AND GET PROMOTION

#### 1. Promotion

- 1.1. This UOB Cards x Paul Smith Spend And Get Promotion ("**Promotion**") is valid for the following periods:
  - a. 18 May 2023 to 14 June 2023, both dates inclusive ("Promotion Period A"); and
  - b. 15 June 2023 to 12 July 2023, both dates inclusive ("Promotion Period B"),

(together the "Promotion Periods" and each a "Promotion Period").

- 1.2. By participating in this Promotion, you agree to be bound by the terms and conditions of this Promotion (the "**Terms**").
- 1.3. This Promotion is open to all holders of a UOB Card. For the purposes of these Terms, "UOB Card" refers to any Visa, MasterCard, American Express and Union Pay credit card or debit card issued by UOB in Singapore, but does not include any UOB Travel Account cards, UOB Corporate cards, UOB Purchasing cards, UOB Business cards, UOB multicurrency corporate and Private Label cards.
- 1.4. To participate in this Promotion, you must satisfy all of the following conditions:
  - a. you must successfully register to participate in this Promotion by sending an SMS in the following format to 77862 using your registered Singapore mobile number with UOB within Promotion Period A or Promotion Period B ("SMS Registration"): UOBPS<space>last 4 characters of NRIC or Passport Number<space>date of birth as DDMMYY (e.g. UOBPS 234A 010188); and
  - b. you must successfully charge a total of at least S\$6,800 in Eligible Transactions (as defined below) to one or more of your UOB Cards from and including the date of your SMS Registration to the end of the Promotion Period corresponding to your SMS Registration in Clause 1.4(a) above (the "**Spend Period**").

For illustration purposes only, if the date of your SMS Registration is 23 May 2023, then your Spend Period shall commence on 23 May 2023 until 14 June 2023 (both dates inclusive).

- 1.5. For the avoidance of doubt, the Eligible Transactions charged by a supplementary holder of a UOB Card will be aggregated with the Eligible Transactions charged by the principal holder of that UOB Card for the purposes of computing any minimum spend requirement under this Promotion.
- 1.6. Only SMS Registrations received by UOB will be considered for the Promotion. Any incomplete or inaccurate SMS Registration will not be considered and consequently be disqualified. For the avoidance of doubt, you are only required to register once to participate in the Promotion. In the event of duplicate registration, the first successful registration will be taken as your SMS Registration date.
- 1.7. If you had successfully registered within Promotion Period A but failed to meet the participation requirements in Clause 1.4 above during your Spend Period, you will be automatically enrolled for Promotion Period B without any further SMS Registration and your Spend Period for Promotion Period B will commence on the commencement date of Promotion Period B.





For illustration purposes only, if the date of your SMS Registration is 23 May 2023, and you failed to meet the requirements in Clause 1.4 above by 14 June 2023 (i.e. by the end of Promotion Period A), then you will be automatically enrolled to participate in Promotion Period B without the need for any additional SMS registration. Accordingly, your Spend Period for Promotion B will commence on 15 June 2023 until 12 July 2023 (both dates inclusive).

- 1.8. SMS Registration starts from 0000 hours on 18 May 2023 and ends on 2359 hours on 12 July 2023 (Singapore time). SMS entries received by UOB after 2359 hours on 12 July 2023 will not be eligible for the Promotion and will be considered invalid and void.
- 1.9. For the purposes of this Promotion:
  - A. "Eligible Transactions" refer to any Local Card Transactions or Overseas Card Transactions.
  - B. "Excluded Transactions" refer to:
    - (a) any cash advances and bill payments, tax payments, payments at government agencies, insurance premiums, donations;
    - (b) fees, interest and charges, late payment charges, finance charges, instalment / personal loan charges;
    - (c) balance and/or funds transfers;
    - (d) transactions relating to top-ups of any pre-paid card and/or mobile wallet (including but not limited to Grab mobile wallet top-up transactions, Shopeepay, YouTrip, EZLINK, TRANSIT LINK);
    - (e) transactions relating to money transfers and/or UOB Payment Facility, or Instalment Payment Plans;
    - (f) UOB\$ transactions;
    - (g) any amount charged that is subsequently cancelled, voided, disputed or reversed for any reason;
    - (h) quasi-cash transactions (for example but not limited to transactions relating to money orders, gambling related transactions);
    - (i) any payment made with the following Merchant Category Codes ("MCC"):

MCC	Description	
4829	Wire Transfer/Remittance	
5199	Nondurable Goods	
5960	Direct Marketing - Insurance Services	
6010	Financial Institutions – Manual Cash Disbursements	
6012	Member Financial Institution - Merchandise And Services	
6050	Quasi Cash - Financial Institutions, Merchandise And Services	
6051	Quasi Cash - Merchant (Non-Financial Institutions - Foreign Currency, Non-Fiat Currency, Cryptocurrency)	
6211	Securities - Brokers And Dealers	
6300	Insurance Sales/Underwrite	
6513	Real Estate Agents & Managers - Rentals	
6529	Quasi Cash - Remote Stored Value Load-Financial Institute Rentals	
6530	Quasi Cash - Remote Stored Value Load-Merchant Rentals	
6534	Quasi Cash - Remote Money Transfers	
6540	Stored Value Card Purchase/Load	
7349	Clean/Maint/Janitorial Serv Aka Property Management	





7511	Quasi Cash - Truck Stop Trxns	
7800	Government-Owned Lotteries (US Region only)	
7801	Government Licensed On-Line Casinos (On-Line Gambling) (US Region only)	
7802	Government-Licensed Horse/Dog Racing (US Region only)	
7995	Gambling - Betting, Including Lottery Tickets, Casino Gaming Chips, Off-Track Betting, And Wagers At Race Tracks	
8398	Organizations, Charitable And Social Service	
8211	Elementary and Secondary Schools	
8220	Colleges, Universities, Professional Schools, and Junior Colleges	
8241	Correspondence Schools	
8244	Business and Secretarial Schools	
8249	Vocational and Trade Schools	
8651	Organisations, Political	
8661	Organizations, Religious	
9211	Court Costs Including Alimony And Child Support	
9222	Fines	
9223	Bail And Bond Payments	
9311	Tax Payment	
9399	Government Services - Not Elsewhere Classified	
9402	Postal Services - Government Only	
9405	Intra-Government Purchases - Government Only	

(j) any transactions made with the following transaction descriptions:

EZLINK*	WWW.PLUS500.CO.UK
EZ-LINK*	PAYPAL * BIZCONSULTA
EZ LINK*	PAYPAL * OANDAASIAPA
WWW.MYEZLINK.COM.SG	PAYPAL * CAPITALROYA
FLASHPAY ATU*	SAXO CAP MKTS PTE LTD
FLASHPAYATU*	SKR*SKRILL.COM
MB* MONEYBOOKERS.COM	WWW.IGMARKETS.COM.SG
OANDAASIAPA	TRANSIT LINK*
OANDA ASIA PAC	TRANSITLINK*
PAYPAL *PLUS500.COM	AXS PAYMENT*
PLUS500	AXSPAYMENT*
PLUS500UK LIMITED	AXS-PAYMENT*
SKR*PLUS500CY LTD	NETS VCASHCARD*
CITY INDEX SINGAPORE	TRANSIT*
YOUTRIP.COM*	SHOPEEPAY
IPAYMY*	RAZERPAY*
WWW.PLUS500.CO.UK/	CARDUP*
RWS-LEVY*	SMOOVE PAY*
SINGPOST-SAM*	PAYPAL* PLUS500





- C. "Local Card Transactions" refers to transactions for the purchase of goods and/or services which are successfully charged to your UOB Card and posted on UOB's systems, and which are effected in Singapore dollars and/or at merchants with a payment gateway in Singapore. For the avoidance of doubt, online transactions effected in Singapore dollars or in foreign currencies at merchants with payment gateways in Singapore will also be treated as Local Card Transactions.
- D. "Overseas Card Transactions" refers to transactions for the purchase of goods and/or services which are processed outside Singapore and successfully charged to your UOB Card and posted on UOB's system, in a foreign currency. For the avoidance of doubt, transactions for the purchase of goods and/or services which are processed outside Singapore but which are charged or effected in Singapore dollars at the time of the transaction will be treated as a Local Card Transaction.
- 1.10. UOB reserves the right to amend the list of Eligible Transactions and the list of Excluded Transactions in its sole discretion and without any prior notice or giving any reasons.
- 1.11. All Overseas Card Transactions effected in foreign currencies will be converted into Singapore dollars based on UOB's prevailing exchange rate and the Singapore dollar amount posted on UOB's system will be used for the purposes of computing the minimum spend requirement in this Promotion.
- 1.12. A merchant's registered MCC may not always correspond with its nature of business. The MCCs are assigned by the merchant's acquiring bank. UOB does not determine the merchants' MCC. UOB shall not be liable in any way whatsoever relating to the categorisation of a merchant's MCC.
- 1.13. The requisite minimum spend in this Promotion will be determined by the transaction date of the Eligible Transaction(s) charged to your UOB Card(s), provided that such transaction(s) have been posted on UOB's system within the Spend Period applicable to you. For avoidance of doubt, the date on which the transaction is submitted or posted may differ from the actual date the transaction was made and UOB shall not be responsible for any failure or delay in the submission and/or posting of transaction by any merchant, that may affect your eligibility for the Promotion.
- 1.14. If any Eligible Transaction amount is cancelled or reversed during or after the relevant Promotion Period such that the total amount of Eligible Transactions charged during your applicable Promotion Period falls short of the relevant minimum spend required under these Terms, you will not be considered to have met the requisite minimum spend in this Promotion. Any Gift (as hereinafter defined) awarded to you in such instance will be charged at its retail price to your UOB Card account.

## 2. Gift

- 2.1 If you are among the first 500 participants for Promotion Period A or first 500 participants for Promotion Period B to satisfy all of the conditions in these Terms, you shall be eligible to receive one (1) Apple AirPods 3rd generation (MagSafe) with Limited Edition Paul Smith AirPods Case worth S\$571 (the "Gift").
- 2.2 If you are eligible to redeem the Gift, you will be notified via SMS with details on the Gift redemption (the "**Notification SMS**"). The Notification SMS will be sent to your registered Singapore mobile number with UOB by 30 September 2023 (or such other date as UOB may determine in its sole discretion).
- 2.3 Gifts are whilst stocks last and are subject to availability. UOB shall not be required to notify and/or update on the stock availability of the Gift.





- 2.4 You are only eligible to redeem one Gift under this Promotion, even if you satisfy all of the conditions in Clause 1.4 above for both Promotion Periods.
- 2.5 The Gift is strictly non-transferable to any other party or parties and not exchangeable for cash, credit or other goods, whether in part or in full.
- 2.6 UOB reserves the right, at its discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Gift with any other gift of equal or similar value selected by UOB without liability to any person.
- 2.7 UOB reserves the right to decline any redemption of the Gift if any one of the requirements set out in these Terms are not met at the time of redemption. No replacement will be issued for a lost, stolen or destroyed Notification SMS.
- 2.8 The Gift must be redeemed during the redemption period and in accordance with the instructions and terms specified in the Notification SMS. UOB will not extend the redemption period for any reason whatsoever. For the avoidance of doubt, any Gift that is not redeemed by the close of the redemption period will be forfeited.
- 2.9 The Gift is supplied by third party merchants and UOB is not an agent of the merchant and/or supplier of the Gift. Accordingly, UOB makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Gift and assumes no liability or responsibility for the acts or omissions of the merchants or any non-performance or defects in the Gift. Any dispute regarding the Gift is to be resolved directly with the merchant and/or supplier of the Gift. UOB shall not be required to assist or act on your behalf in communicating with the merchant and/or supplier of the Gift. For the purposes of this clause, "Gift" includes any products and/or services provided by third party merchants in connection with the use and/or redemption of the Gift.

### 3. General

The General Terms and Conditions Governing Promotions set out in Appendix 1 will apply to this Promotion and form an integral part of these Terms.





## Appendix 1 General Terms and Conditions Governing Promotions

- 1. The following persons shall not be eligible to participate in the Promotion:
  - (a) individuals whose UOB account(s) is/are voluntarily or involuntarily suspended, cancelled, closed or terminated at any time;
  - (b) individuals whose UOB account(s) is/are not active, valid, subsisting or in good standing or delinquent or unsatisfactorily conducted as may be determined by UOB at its sole discretion:
  - (c) individuals who are mentally unsound, facing legal incapacity or are incapable of handling their affairs, deceased, insolvent, bankrupt or have any legal proceedings (or any threat) of any nature instituted against them; or
  - (d) anyone whom UOB may decide to exclude, at its sole discretion, without any reason or prior notice at any time.
- 2. 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 and UOB shall not be responsible for any undelivered, lost or delayed SMS sent and/or received by you. You 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 this the Promotion.
- 3. UOB will not be liable or responsible for any injury, loss or damage whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the redemption or usage of the Gift or participation in this Promotion. Without limiting the foregoing, UOB will not be liable or responsible for any undelivered, misdirected, corrupted, lost or delayed text, transmission or transaction or any delay or failure in posting any transaction or accessing any of UOB's online banking services or mobile banking services or third party applications, howsoever caused.
- 4. UOB has the absolute right and unfettered discretion to make decisions on all matters relating to or in connection with the Promotion, including but not limited to the determination of whether you have met all the requirements of the Promotion. UOB's decisions shall be final, conclusive and binding and no payment or compensation will be given. UOB shall not be obliged to give any reason or prior notice or enter into any correspondence with any person on any matter or decision relating to the Promotion.
- 5. If UOB determines that you are ineligible to participate in this Promotion or to receive the Gift, UOB may in its sole discretion forfeit the Gift, reclaim the Gift or charge to and debit an amount equal to the value of the Gift from any of your accounts with UOB without prior notice to you. If the monies standing to the credit of your accounts are insufficient to reimburse UOB, you shall immediately reimburse UOB for the value of the Gift through such means as UOB may determine in its sole discretion.
- 6. The Terms shall be read in conjunction with the prevailing UOB Cardmember Agreement and any other terms that may be relevant in connection with this Promotion (collectively the "Standard Terms"). In the event of any inconsistency between (i) the Terms and the Standard Terms, the Terms shall prevail to the extent of such inconsistency; and (ii) the Terms and any advertising, promotional, publicity, brochure, marketing or other materials relating to or in connection with the Promotion, the Terms shall prevail to the extent that such discrepancy relates to this Promotion.





- 7. UOB may, at any time and at its discretion terminate the Promotion and/or amend any of the Terms, and all persons shall be bound by such amendments.
- 8. Unless otherwise stated, this Promotion is not valid with other offers, privileges or promotions.
- 9. By participating in this Promotion and in addition to any other consent you have already provided to UOB and any right of UOB under applicable laws, you consent to UOB and the necessary third parties collecting, using and disclosing your information (including your personal data) for all purposes related to this Promotion and to contact you, including by voice call or text message.
- 10. A person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce the Terms.
- 11. The Terms shall be governed by the laws of the Republic of Singapore and you shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

