

## <u>TERMS AND CONDITIONS GOVERNING UNITED OVERSEAS BANK LIMITED ("UOB") CREDIT AND DEBIT CARDS</u> <u>S\$20 BILL REBATE – GENECO ELECTRICITY BILL PAYMENT PROMOTION ("PROMOTION")</u>

- 1. This Promotion is only valid from 30 July 2021 till 30 September 2021, both dates inclusive (the "Promotion Period"). By participating in this Promotion, you are deemed to have agreed to be bound by the terms and conditions of this Promotion (the "**Terms**").
- 2. To participate in the Promotion, you must satisfy all of the following conditions:
  - a. you must be an existing principal holder of a personal Visa, Mastercard or American Express credit and/or debit card issued by UOB in Singapore which is valid, subsisting, in good standing and satisfactorily conducted in the opinion of UOB (each, a "**UOB Card**");
  - b. you must successfully sign up during the Promotion Period for a new 24-month plan with Geneco by Seraya Energy ("Geneco") as the applicant at the time of application (the "Plan");
  - c. you must successfully set up a recurring monthly bill payment arrangement via Geneco to charge the full amount of your Geneco electricity bills for the entire Plan duration using your UOB Card during the Promotion Period (the "**Recurring Bill Payment Transaction**"); and
  - d. you must not have made any prior recurring bill payment transaction on your UOB Card with Geneco prior to the commencement of the Promotion Period.
- 3. If you are amongst the first 200 participants of this Promotion to satisfy all the requirements in this Promotion and successfully charge the first Recurring Bill Payment Transaction to your UOB Card by 28 February 2022 you will be eligible to receive a one-time S\$20 bill rebate (the "**Gift**"). The Gift will be credited to your Geneco account 31 March 2022 (or such other date as Geneco may determine in its sole discretion). The Gift can only be used to off-set against your Geneco bill payments.
- 4. For the avoidance of doubt, should your first Recurring Bill Payment Transaction be charged to your UOB Card after 28 February 2022 for any reasons whatsoever, you shall not be eligible to receive the Gift. In no event shall UOB and/or Geneco be responsible for your ineligibility to receive the Gift.
- 5. UOB shall not be responsible in any way for any late crediting of the Gift by Geneco.
- 6. If you terminate your Plan and/or your Recurring Bill Payment Transaction on your UOB Card within 6 months after the end of the Promotion Period, we may, at our discretion, forfeit or reclaim the Gift awarded through such means as we may determine in our sole discretion.
- 7. Gifts are on a first-come-first-served basis, whilst stocks last and subject to availability. Neither UOB nor Geneco shall be required to notify and/or update on the stock availability of the Gifts.
- 8. The Gifts are not exchangeable for cash, credit or kind, in full or in part, and is not replaceable if lost, damaged or stolen. No reservation, refund or exchange of the Gifts is allowed.

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- 9. UOB and/or Geneco may substitute the Gift with any item of equivalent or similar value, without prior notice or reason or being liable to any person.
- 10. Utilisation and redemption of the Gift remains subject to Geneco's prevailing terms and conditions and you shall be solely responsible for complying with all of such terms and conditions.
- 11. The Gift is supplied by third party merchants and UOB is not an agent of the merchant and/or supplier of any of the Gift. Accordingly, UOB makes no warranty or representation as to the quality, value, merchantability or fitness for purpose of the Gift and UOB 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 must 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.
- 12. For the avoidance of doubt, you are only eligible to enjoy the rebate on one Plan, notwithstanding: -
  - (i) the number of UOB Cards held by you; or
  - (ii) that you charge more than one Geneco electricity bill to your UOB Card.
- 13. The General Terms and Conditions Governing UOB-Geneco 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 UOB-Geneco 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. UOB and Geneco 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 any of the Gift or participation in this Promotion. Without limiting the foregoing, UOB and Geneco 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, howsoever caused.
- 3. UOB and Geneco have 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. Our decisions shall be final, conclusive and binding and no payment or compensation will be given. We 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.
- 4. If we determine that you are ineligible to participate in this Promotion or to receive any of the Gift, we may in our 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 us, you shall immediately reimburse us for the value of the Gift through such means as we may determine in our sole discretion.
- 5. The Terms shall be read in conjunction with the prevailing UOB Cardmember Agreement, the UOB Debit 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.
- 6. UOB and/or Geneco 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.

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- 7. Unless otherwise stated, this Promotion is not valid with other UOB offers, privileges or promotions.
- 8. UOB shall not be liable or assume any responsibility for the products and/or services offered by the participating merchants under this Promotion and the products and services offered by the participating merchants have neither been certified by UOB nor tested for certification purposes by UOB and under no circumstances shall any of the products or services offered by the participating merchants under this Promotion shall be construed as an endorsement or recommendation of such product or service by UOB.
- 9. A person who is not a party to the Terms shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce the Terms.
- 10. 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.
- 11. UOB and/or Geneco make no warranty or representation as to the quality, merchantability or fitness for purpose of the goods and/or services. UOB and/or Geneco shall not at any time be liable for any loss, injury, claim or damage suffered or incurred as a result of the use of the goods and/or services provided.
- 12. By participating in this Promotion, you consent under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of your personal data by/to UOB and/or Geneco and such other third party as UOB and/or Geneco may reasonably consider necessary for the purpose of administering this Promotion. This is in addition to any other consent which you may have provided to UOB/Geneco in respect of the collection, use and/or disclosure of your personal data and shall be without prejudice to and does not derogate from UOB/Geneco 's rights to collect, use and/or disclose your personal data under the law.
- 13. All information is correct at the time of publishing and UOB/Geneco makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.