

## TERMS AND CONDITIONS GOVERNING UOB CREDIT AND DEBIT CARDS RECURRING PAYMENT ON GENECO PROMOTION (1 OCTOBER TO 31 DECEMBER 2021) ("TERMS AND CONDITIONS")

- This UOB Credit And Debit Cards Recurring Payment on Geneco Promotion (1 October to 31 December 2021) ("Promotion") is open to all cardholders of United Overseas Bank Limited ("UOB") debit and credit cards issued in Singapore ("UOB Card") with the exception of any UOB JCB Cards, Travel Account, Corporate (on corporate liability), Purchasing, Business, Multicurrency Corporate and Private Label cards, and whose UOB Card account(s) is/are valid, subsisting, in good standing and satisfactorily conducted as determined by UOB in its sole and absolute discretion, and with a registered residential address in Singapore ("Cardmembers").
- 2. This Promotion is valid from 1 October to 31 December 2021 (both dates inclusive) ("**Promotion Period**").
- 3. To participate in this Promotion, a Cardmember must:
  - a) be a new Geneco customer who signs up for an electricity plan with a minimum duration of 12 months offered by Geneco by Seraya Energy ("Geneco") during the Promotion Period;
  - set up a recurring payment arrangement to charge their monthly Geneco electricity bill to their UOB Card ("Recurring Payment") via Geneco's Self-Service Portal during the Promotion Period;
  - c) make the first of the Recurring Payments to their UOB Card by 31 March 2022; and
  - d) make 12 consecutive Recurring Payments which are successfully captured / posted on UOB's systems, and which are not subsequently cancelled, voided, reversed for any reason.
- 4. A Cardmember who has satisfied all of the conditions set out in Clause 3 above (each, an "Eligible Cardmember") will be eligible to receive a 1% cash rebate ("Cash Rebate") on the Cardmember's monthly Geneco electricity bill amount for 12 consecutive Recurring Payments subject to a maximum Cash Rebate cap of \$\$1 per calendar month.
- 5. For the avoidance of doubt, where a Cardmember's first Recurring Payment is charged to the Cardmember's UOB Card after 31 March 2022 for any reasons whatsoever, the Cardmember shall not be eligible to receive the Cash Rebate. In no event shall UOB and/or Geneco be responsible for the Cardmember's ineligibility to receive the Cash Rebate.
- 6. The Cash Rebate amount will be based on the final amount of the Geneco electricity bill charged to the Eligible Cardmember's UOB Card, and will be credited to the Eligible Cardmember's UOB Card Account to which the Recurring Payment was charged within 2 months after the Recurring Payment was charged subject to the cap set out in Clause 4 above.
- 7. For the avoidance of doubt, the Cash Rebate will be forfeited if Eligible Cardmember's UOB Card(s) is terminated or closed within 12 months from the date of the first Recurring Payment charged to the Eligible Cardmember's UOB Card.



- 8. If UOB subsequently discovers that the Eligible Cardmember is in fact not eligible to participate in or does not qualify for the Promotion, UOB may at its discretion, forfeit or reclaim the Cash Rebate awarded or charge to and debit an amount equivalent to the value of the Cash Rebate awarded, if already awarded, from any of the Eligible Cardmember's account(s) with UOB. If the monies standing to the credit of the account are not sufficient to reimburse UOB for the value of the Cash Rebate awarded, the Eligible Cardmember shall immediately reimburse UOB for the value of the Cash Rebate awarded.
- 9. UOB and Geneco reserve the right, at their discretion, at any time, without notice or assigning any reason thereof, replace or substitute the Cash Rebate with any other item of equal of similar value selected by UOB and Geneco. UOB and Geneco's determination of the replaced and/or substituted item shall be final, conclusive and binding.
- 10. The Cardmember is responsible for ensuring that all Geneco electricity bills are paid until the recurring payment services is set up and linked to the Cardmember's UOB Card account.
- 11. The prevailing terms and conditions under the prevailing UOB Cardmember Agreement or UOB Debit Cardmember Agreement (as may be applicable) (each applicable agreement referred to as the "UOB Singapore Standard Terms") will continue to apply and be binding on the Cardmembers. Please visit uob.com.sg for the UOB Singapore Standard Terms. In the event of any inconsistency between the Terms and Conditions and the UOB Singapore Standard Terms, the Terms and Conditions shall prevail insofar as it relates to the Promotion.
- 12. In the event of any inconsistency or discrepancies between the Terms and Conditions and any advertising, promotional, publicity, brochure, marketing or promotional material relating to or in connection with the Promotion, these Terms and Conditions will prevail.
- 13. UOB shall not be responsible for:-
  - (i) any failure or delay in the transmission of card transactions by Visa International/MasterCard/American Express/CUP, acquiring merchants for the foregoing, merchant establishments, postal or telecommunication authorities or any other parties which may result in a transaction made by a Cardmember being omitted during the Promotion Period;
  - (ii) any late posting of the transactions and thereby affecting a Cardmember's eligibility for this Promotion;
  - (iii) for any breakdown or malfunction in any computer system or equipment; and
  - (iv) for any costs, losses, damages, claims, expenses and/or injuries of any Cardmember or any other person howsoever incurred or suffered.
- 14. 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.
- 15. UOB is not an agent of Geneco and vice versa. Any dispute about the quality or service standard of Geneco must be resolved directly with Geneco.



- 16. By participating in this Promotion, each Eligible Cardmember consents under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of their 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 and providing the Recurring Payment services. This is in addition to any other consent which the Cardmember may have provided to UOB and/or Geneco in respect of the collection, use and/or disclosure of the Cardmember's personal data and shall be without prejudice to and does not derogate from UOB and/or Geneco 's rights to collect, use and/or disclose the Cardmember's personal data under the law.
- 17. UOB and/or Geneco reserves the right to at any time in its sole and absolute discretion to amend, vary, add or delete any of the Terms and Conditions for any reason without prior notification and without assuming any liability to any person, and Cardmembers shall be bound by these amendments. Participation in this Promotion shall be bound by any such the relevant updated Terms and Conditions.
- 18. UOB and/or 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 the Cardmember has met all the requirements of the Promotion. UOB and/or Geneco's decisions shall be final, conclusive and binding on all parties concerned and no payment or compensation will be given or paid by UOB and/or Geneco to any person (including the Cardmember). UOB and/or Geneco shall not be obliged to give any reason or enter into any correspondence with any person on any matter relating to the Promotion or its decision.
- 19. All information is correct at the time of publishing and UOB and/or Geneco makes no representation or warranty whether expressed or implied, and accepts no responsibility or liability for its completeness or accuracy.
- 20. A person who is not a party to these Terms and Conditions has no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any term herein.
- 21. The terms and conditions herein shall be governed by the laws of the Republic of Singapore and the Singapore courts shall have exclusive jurisdiction over all disputes arising out of or in relation to these terms and conditions.