



Terms and Conditions governing the United Overseas Bank Limited (“UOB”) Art In Colour Facebook Contest (the “Terms and Conditions”)

1. The UOB Art In Colour Facebook Contest (the “**Contest**”) will commence on Thursday, 12 November 2020 at 3:00PM and conclude on Sunday, 29 November 2020 at 11:59PM (GMT+8) (the “**Contest Period**”) within Singapore only.
2. To be eligible to participate in the Contest, each participant (the “**Participant**”) must:
 - (a) “Like” and share the relevant UOB Facebook post in connection with the Contest which shall be posted by UOB on 12 November 2020 on the UOB Facebook page (the “Contest”) Post.
 - (b) submit an entry (the “**Entry**”) by uploading the completed coloured artwork in the “Comment” section. Each entry must:
 - (i) not contain any material which UOB, in its sole and absolute discretion, deems inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libellous and must not contain 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);
 - (ii) 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;
 - (iii) not contain your private/personal information or that of any third party (for example, name, address, phone number, email address or any other contact details). UOB shall not responsible for any loss or damages suffered as a result of or in connection with such posting; and
 - (iv) be in English and must be limited to the number of characters allowed for each Entry.
3. UOB has the absolute discretion at any time and from time to time to determine the eligibility of any Participant to take part in the Contest and shall not be obliged to give any reason thereof. Without limiting the generality of this provision, Participants:
 - (a) who are a staff/employee or a director of UOB during the Contest Period, and their respective immediate family members;
 - (b) who are employees and staff of UOB’s partners, the auditors, advertising agencies, promotion agencies and/or other persons involved (directly or indirectly) in organising, promoting and/or conducting the Contest or who have an interest in the Contest, and their respective immediate family members;
 - (c) who are or become mentally incapacitated, deceased, insolvent or who face legal incapacity; or
 - (d) who face legal proceedings of any nature or any threat of legal proceedings of any nature instituted against them;

shall not be eligible to participate in the Contest and shall not be entitled to any payment or compensation whatsoever, even if he or she has been selected to be the winners of the Contest.

4. For the avoidance of doubt, UOB shall not be responsible or liable: -
- (a) to ensure that Entries are posted promptly on the UOB Facebook page before the expiry of the Contest Period;
 - (b) for any Entry that fails to reach UOB for any reason whatsoever or for any failure, technical error or delay in the transmission of the Entry to UOB for any reason whatsoever before the expiry of the Contest Period;
 - (c) for any failed, incomplete, distorted, undelivered, 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,

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

5. Each Participant can submit only one (1) Entry. UOB shall have the right to disqualify any Participant from the Contest if:
- (a) he/she is found to have submitted an inaccurate or incomplete Entry and/or inaccurate personal particulars;
 - (b) UOB subsequently finds out that any Participant had submitted more than one (1) Entry using a different name or email address or contact details or any other methods to increase his/her chances of winning;
 - (c) the Participant is found to have tampered with the Entry process or the operation of the Contest or is in breach of these Terms and Conditions; and/or
 - (d) an Entry is deemed to be unfit for the participation in the Contest for any reason whatsoever.

UOB's decision on any of the above 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.

- 6.
- (a) Five (5) Winners shall be chosen and decided by UOB at its absolute discretion (each a "Winner" and collectively the "Winners") by Wednesday, 9 December 2020 (or by such other date as UOB may determine at its absolute discretion).
 - (b) S\$200 NTUC FairPrice vouchers (the "**Prize**") will be given away to each Winner.
 - (c) All Entries are subject to review and approval by UOB at its absolute discretion. UOB's decision on and method of selecting the Winners 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 Winners or for any Participant not being eligible to receive the Prize offered

under the Contest. No appeal, correspondence or claims or payment of compensation will be entertained.

- (d) Notwithstanding anything to the contrary, UOB reserves the right to select other Winners to substitute any Winner who is subsequently found to be ineligible or disqualified or where the Winner is unable to furnish any satisfactory 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 etc.). UOB's determination of the Winners shall be final, conclusive and binding. No appeal, correspondence or claims or payment of compensation will be entertained.
7. The Winners will be contacted via Facebook Private Message, and they are required to respond with their full name, contact number, email, the last three numerical digits and checksum of their NRIC/Passport number/FIN (e.g. "567A" from the full NRIC number of S1234567A"), and mailing address to Ng.YanRu@UOBGroup.com by Wednesday, 16 December 2020. Failure to do so will result in the forfeiture of the Prize. Details of Prize collection will be sent to the Winners after contact is made with UOB via email during the stipulated time.
8. Participation in the Contest is subject to these Terms and Conditions and the Participants are deemed to have accepted these Terms and Conditions when they participate in the Contest. The Participants and the Winners 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 and/or a submitted Entry.
9. 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 Contest and/or the 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 or goods or services offered in the Contest or the acts or defaults of the merchant, agent, supplier or service provider of the Prize or defects or deficiency in the Prize or goods or services offered in the Contest. 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 conditions for the use of the Prizes or the goods or services.
10. 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.
11. The decisions of UOB on all matters relating to or in connection with the Contest, including, but not limited to, the eligibility of any Participant, to determine who the Winners are, and whether to terminate the Contest, 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 Contest and no appeal, correspondence or claims will be entertained.
12. By participating in the Contest, every Participant and each Winner expressly and irrevocably: -
- (a) permits, consents and authorises UOB to disclose, reveal and divulge their names, last 4 characters of their NRIC or passport numbers, pictures and such

other information that may indicate his/her account with UOB to any party for the purpose of organising, promoting, advertising, publicising, sponsoring and/or conducting the Contest (including disclosing such information on Facebook) and consents 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 Facebook;
- (c) agrees to co-operate and participate in any advertising, promotional and publicity and/or commercial activities organised by UOB in relation to the Contest;
- (d) consents and authorises UOB to use and disclose any data provided by the Participants for any future marketing effort by the UOB Group of Companies; and
- (e) acknowledges and agrees that submitting Entries constitutes such Participants' and Winners' 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 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,

without any payment or compensation thereof and in such mode and manner as shall be decided by UOB at its absolute discretion. The Winners hereby irrevocably and unconditionally agree to and shall, if required by UOB at their absolute discretion, attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Contest at his/her own costs.

- 13. 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 Contest 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 and all Participants shall be bound by these amendments.
- 14. 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 contest, these Terms and Conditions shall prevail.
- 15. 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 any term of such agreement.
- 16. These Terms and Conditions and the Contest shall be governed by the laws of Singapore, and all Participants shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the Singapore Courts.
- 17. Except where the context otherwise requires, words denoting the singular include the plural and vice versa.

United Overseas Bank Limited Company Reg. No. 193500026Z

November 2020