

TERMS AND CONDITIONS “LIVING ELITE WITH UOB” PROGRAM

1. Program Scope:

The “Living Elite with UOB” Program (the “**Program**”) is applicable to the Customers of United Overseas Bank (Vietnam) Limited during the Promotion Period.

2. Promotion Period:

The promotion period is from 11/05/2020 to 30/04/2021 (both days inclusive) (hereinafter referred to as the “**Promotion Period**”).

3. Promotion Program:

3.1. Applicable subjects

New-to-bank individual customers or existing-to-bank individual customers maintain minimum balance of VND 15,000,000 in such current account for six (06) months from the date of beginning of promotion and using UOB NAPAS debit card for making payment for the service in accordance with below Article 3.2.

3.2. Promotion Program:

- a) Customer who satisfies the above conditions (the “Customer”) is eligible for promotion getting a Flexi Passport 12-month full-time package at any three (03) clubs of Elite Fitness with sale price VND 14,000,000 (original price VND 29,500,000) (the “**Promotion**”).
- b) Budget for the Program is sponsored by ELITE FITNESS.
- c) Each Customer shall be entitled to one promotion only during the promotion period.
- d) The Program is applicable at the clubs of ELITE FITNESS in accordance with below Appendix.
- e) Applicable product/service: Fitness (the “**Service**”).

4. Promotion Policy and Redemption:

- a) The Program is not applied in conjunction with any other promotion programs of UOB and Elite Fitness, unless otherwise stated.
- b) The promotion value cannot be exchanged into cash.
- c) UOB reserves the sole and exclusive right to be refunded an equivalent amount of the value of the Promotion to the Customer's account by debiting from any account of the eligible Customer opened at UOB in case UOB determines that there is a fraud by the Customer against the Program.
- d) UOB is not the supplier of the Service as promoted under this Program. The Customer shall be bound by the terms and conditions of ELITE FITNESS for the Service. In case of any inquiry or dispute related to the Service, the Customer must contact UOB or ELITE FITNESS directly.
- e) UOB reserves the sole and exclusive right to refuse to apply the Program to any Customer if he/she does not provide or refuses to provide UOB with clear and complete supporting documents or violates any of the Terms and Conditions of the Program.
- f) UOB reserves the sole and exclusive right with suitable reason to replace the Promotion into other gift having equivalent value but not exceeding the value of the Promotion in any situation.
- g) By receiving or accepting the Promotion, the Customer agrees to indemnify and hold UOB harmless against all claims, actions, suits, proceedings, judgement, damages, losses and costs which may give rise to any liability to UOB in connection with or arising out of the participation of this Program or the receipt and use of the Promotion.
- h) UOB holds no responsibility in relation to any tax incurred from the receipt of the Promotion. Any tax or tax return to tax agency incurred from the receipt of the Promotion is the responsibility of the Customer. The Customer is liable himself/herself for consulting with his/her tax advisor regarding any tax liability.

5. Other Terms and Conditions:

- a) By joining this Program, the Customer accepts to be bound by these Terms and Conditions set in this document ("**Terms and Conditions**").

- b) UOB may contact the Customer via phone number/email registered with UOB for further information/clarification or additional documents.
- c) The Program is not valid with any other privileges or promotions unless otherwise stated.
- d) The Terms and Conditions are made in both Vietnamese and English versions. The Vietnamese version shall prevail in case of discrepancies and/or inconsistencies. Disputes that may arise in the implementation of these Terms & Conditions shall be resolved by the Parties through amicable negotiation. If the Parties fail to resolve any dispute through negotiation, each Party shall have right to bring the dispute to the competent court for final settlement.

APPENDIX: THE LIST OF PARTNER CLUBS

#	Name	Address
1	Elite Fitness Xuan Dieu	51 Xuan Dieu, Tay Ho, Hanoi
2	Elite Fitness Xuan Thuy	Floor 4, Indochina Plaza, 241 Xuan Thuy, Cau Giay, Hanoi
3	Elite Fitness Ly Thuong Kiet	Floor 8, Hong Ha Building, 25 Ly Thuong Kiet, Hoan Kiem, Hanoi
4	Elite Fitness Thang Long	Floor 3, Thang Long Number 1 Building, No.1 Thang Long Highway, Hanoi
5	Elite Fitness Pham Ngoc Thach	Floor 7 Vincom Center Pham Ngoc Thach, No.2 Pham Ngoc Thach, Hanoi
6	Elite Fitness Ho Guom	Level 5 Ho Guom Plaza, 110 Tran Phu, Mo Lao Ward, Ha Dong District, Hanoi
7	Elite Fitness Long Bien	Level 2, Block N03 Berriver Long Bien, 390 Nguyen Van Cu, Ngoc Lam Ward, Long Bien District, Hanoi
8	Elite Fitness Dong Khoi	Floor L3, Vincom Dong Khoi, 72A Le Thanh Ton & 45A Ly Tu Trong, District 1, HCMC
9	Elite Fitness Thao Dien	Floor 3, Vincom Megamall, 159 Ha Noi Highway, District 2, HCMC
10	Elite Fitness Vinh	City Hub, No.1 Le Hong Phong Str., Vinh City
11	Elite Fitness Da Nang	Vinh Trung Plaza, Da Nang