

UOBM PLATINUM BUSINESS CARD OVERSEAS CASH BACK CAMPAIGN
TERMS & CONDITIONS
UOBM PLATINUM BUSINESS CREDIT CARD ("CARD")

United Overseas Bank (Malaysia) Bhd (271809-K) ("UOBM") is organising a "Platinum Business Card Overseas Cash Back Campaign" ("Campaign") from 11 September 2017 until 31 December 2017 (both dates inclusive), unless otherwise notified ("Campaign Period").

Campaign Eligibility

1. This Campaign is open to all eligible principal and supplementary UOBM Platinum Business Cardmembers ("Eligible Cardmembers") who hold a UOBM Platinum Business Credit Card issued in Malaysia and:
 - a) whose accounts with UOBM are current, subsisting and not in default in any manner as may be determined by UOBM at its sole and absolute discretion; and
 - b) who are not in breach of the UOBM Visa/ Mastercard Cardmember Agreement ("Cardmember Agreement").
2. The following persons shall **not** be eligible for the Campaign:
 - a) all UOBM Consumer Debit and/or Credit Cards, Corporate, Purchasing and Private Label Cardmembers;
 - b) Eligible Cardmembers whose account(s) are terminated, suspended or cancelled within the Campaign Period; and
 - c) persons who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.

Campaign Mechanics

3. Eligible spend for this Campaign means any spend made using UOBM Platinum Business Credit Card ("Eligible Spend") except the following:
 - (a) Cash Advance;
 - (b) Balance Transfer;
 - (c) Flexi-Credit Plans;
 - (d) Easi Payment Plan purchases;
 - (e) Finance Charges;
 - (f) Late Charges;
 - (g) Annual Fees;
 - (h) Split and/or void transactions;
 - (i) Reversals or refunds;
 - (j) Goods and Services Tax; and
 - (k) Such other transactions as UOBM may determine.
4. To qualify for this Campaign, Eligible Cardmembers are required to meet a minimum Eligible Spend of RM10,000 in each Participating Month ("Qualification Criteria"). The Eligible Spend of all Eligible Cardmembers for each company will be combined during this Campaign in determining whether the company satisfies the Qualification Criteria. For avoidance of doubt, if a company has two (2) Eligible Cardmembers, the Eligible Spend of the two (2) Eligible Cardmembers will be combined in determining whether the company satisfies the Qualification Criteria.
5. Eligible Spend is calculated starting from 00:00 hours on 11 September 2017 to 23:59 hours on 31 December 2017, Malaysian time.

Cash Back

6. The Eligible Cardmember is eligible to receive additional 1% cash back (“Additional Cash Back”) on the foreign currency spend portion of the Eligible Spend during the Participating Month. This Additional Cash Back is in addition to existing 0.3% Platinum Business cash back given on all spending. For the avoidance of doubt, foreign currency spend means any spend made in a currency other than Malaysian Ringgit (MYR).
7. The Additional Cash Back is allocated based on a monthly allocation as per Table A below, on a first-come, first-served basis:

Table A:

| Participating Month | Period | Additional Cash Back Allocation (RM) |
|---------------------|---------------------------------------|--------------------------------------|
| Month 1 | 11 September 2017 – 30 September 2017 | 5,000 |
| Month 2 | 1 October 2017 – 31 October 2017 | 5,000 |
| Month 3 | 1 November 2017 – 30 November 2017 | 5,000 |
| Month 4 | 1 December 2017 – 31 December 2017 | 5,000 |
| Total | | 20,000 |

8. The maximum Additional Cash Back given out throughout the Campaign Period is RM20,000. If the amount of Additional Cash Back given by UOBM has reached the total Additional Cash Back allocation, no further Additional Cash Back will be given to subsequent Eligible Cardmembers who meet the criteria stated in Clause 4 and 6 above.
9. Each company is eligible to receive up to a maximum of RM100 Additional Cash Back per Participating Month.
10. Refer Table B for illustration of Additional Cash Back eligibility and Additional Cash Back amount received.

Table B*

| Example | Total Spend Amount for Participating Month (RM) | Foreign Currency Spend Amount for Participating Month(RM) | Eligible for Additional Cash Back | Additional Cash Back Amount (RM) | Additional Cash Back Received (RM) |
|---------|---|---|-----------------------------------|----------------------------------|------------------------------------|
| 1 | 8,000 | 5,000 | No | 0 | 0 |
| 2 | 10,500 | 5,000 | Yes | 5000x1%=50 | 50 |
| 3 | 30,000 | 15,000 | Yes | 15,000x1%=150 | 100 |

*The above illustration does not include existing 0.3% cash back.

11. The Eligible Spend made during the Campaign Period must be captured by the credit card system maintained by UOBM in order to be eligible for participation in the Campaign.
12. The Additional Cash Back will be credited to the respective Eligible Cardmember’s credit card account.
13. UOBM does not have any obligation to inform any Eligible Cardmembers should the Additional Cash Back reach the total Additional Cash Back allocation throughout the Campaign Period.
14. The Additional Cash Back will be credited into the Eligible Cardmember’s Credit Card Account within eight (8) weeks after the end of each Participating Month. The crediting of the Additional Cash Back will be reflected in the Eligible Cardmembers’ Statement of Account the following month.
15. At the time of awarding the Additional Cash Back, the Eligible Cardmember’s credit card account(s) must be current, valid, subsisting and in good credit standing as may be determined by UOBM at its sole and absolute discretion and not in breach of any of these terms and conditions and any of the terms and conditions contained in the Cardmember Agreement.

16. Any props, accessories or equipment featured together with the Additional Cash Back in all printed materials, website or UOBM branches are for decorative purposes only and shall not form part of the Cash Back.
17. UOBM reserves the right:
 - (a) to forfeit the Additional Cash Back in the event where there is a reversal of Eligible Spend transaction's entry or termination of the Eligible Cardmember's UOBM Platinum Business Credit Card prior to the Additional Cash Back being given to the Eligible Cardmembers or non-compliance or breach of these terms and conditions or the terms and conditions in the Cardmember Agreement with prior notice without assigning any reason
18. The Additional Cash Back awarded is non-transferable to any other party or parties and not exchangeable for cash, credit or other goods, whether in part or in full.

General Terms and Conditions

19. The Eligible Cardmembers agree to be bound by these terms and conditions, the terms and condition in the Cardmember Agreement. If there is any inconsistency between these terms and conditions and the Cardmember Agreement in connection with this Campaign, these terms and conditions will prevail.
20. UOBM shall not be responsible for any failure or delay in transmission of evidence of sales transactions by Visa International Incorporated, Mastercard Worldwide, merchant establishments, postal or telecommunication authorities or any party in which may result in the Eligible Cardmembers failing to be entitled to the Additional Cash Back during this Campaign Period.
21. The records of transactions maintained by UOBM and UOBM's decision on all matters relating to this Campaign shall be final, conclusive and binding on the Eligible Cardmembers. UOBM shall not be obliged to give any reasons or enter into any correspondence with any person(s) on any matter concerning the Campaign. No appeals or correspondence from any Eligible Cardmembers will be entertained.
22. UOBM shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of the Campaign and/or the Additional Cash Back offered and published in any mass media, marketing or advertising materials.
23. UOBM shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Eligible Cardmembers and/or any third parties resulting directly or indirectly from the Campaign and the Additional Cash Back unless it arises from UOBM's negligence or willful misconduct specifically related to this Campaign.
24. To the fullest extent permitted by law, UOBM expressly excludes and disclaims any representations, warranties or endorsements, express or implied, written or oral, without limitation to those published in any mass media, marketing or advertising materials, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of this Campaign and the Additional Cash Back under this Campaign.
25. 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 Campaign, these terms and conditions shall prevail.
26. UOBM reserves the right to add, delete, suspend or vary the Campaign's terms and conditions, from time to time, wholly or in part, at its absolute discretion, by providing prior notice to the Eligible Cardmembers through posting on UOBM's website, displaying a notice at any of UOBM's branches, a statement insert in the Statement of Account and any other manner as determined by UOBM from time to time.

27. UOBM reserves the right at its absolute discretion to cancel, withdraw, suspend, extend or terminate the Campaign prior to the expiry of the Campaign Period, wholly or in part, at any time with prior notice. For the avoidance of doubt, cancellation, withdrawal, suspension, extension or termination by UOBM of the Campaign shall not entitle the Eligible Cardmembers to any claim or compensation against UOBM for any and all losses or damages suffered or incurred by the Eligible Cardmembers whether as a direct or indirect result of such cancellation, withdrawal, suspension, extension or termination.
28. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardmembers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

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