# BizSolution Customer Gift Campaign Terms And Conditions ("Terms and Conditions")

United Overseas Bank (Malaysia) Bhd ("UOB") [Registration no: 199301017069 (271809-K)] will run a "BizSolution Customer Gift Campaign" ("Campaign") from 1<sup>st</sup> December 2021 until 31st May 2022 (both dates inclusive), or such other period as notified by UOB from time to time ("Campaign Period") and the Terms and Conditions herein shall apply to the Campaign .

# Eligibility

- 1. This Campaign is open to all new and existing Business Banking borrowing customers who applies for credit facility(ies) under Product Packages called Conventional BizSolution or BizSolution Lite ("Biz Solution") with UOB during Campaign Period ("Participant")
- 2. UOB Business Banking customers shall include sole-proprietorship, partnership, private limited company that falls under UOB Business Banking segment criteria.
- 3. "New Participant" shall refer to new UOB Business Banking customer who does not have any credit facility(ies) during the Campaign Period.
- 4. "Existing Participant" shall refer to any existing UOB Business Banking customer who maintains the credit facility(ies) during the Campaign Period.
- 5. "Credit Facility(ies)" shall refer to any of the facility mentioned below:
  - a. Overdraft
  - b. Term Loan/Multi-Option Loan
  - c. Trade Lines
  - d. Commercial Card
  - f. Bank Guarantee
  - g. Forward Foreign Exchange Contracts (FX-Forward)
- 6. Loan applications which fall under the following shall NOT be eligible to participate for the Campaign:-
  - (i) application from pure investment holding companies;
  - (ii) conversion of, or restructuring and/ or top-up of existing facilities granted by UOB;
  - (iii) new application approved under of Conventional BizSolution or BizSolution Lite ("Biz Solution") to be backed by Syarikat Jaminan Pembiayaan Perniagaan Berhad ("SJPP");
  - (iv) The customers who have enjoyed any form of reward in other campaign(s) held by the Bank

# **Campaign Mechanics**

- 7. During the Campaign Period, the Participant who meets the following conditions ("Eligible Customer") shall be entitled to a Blueair Blue 3210 air filter with complimentary pre filter ("Gift"):-
  - (i) The new loan application is to be submitted to any UOB's branches within 1 December 2021 to 30 April 2022 (both dates inclusive) and accepted by the Participant not later than 31 May 2022.

- (ii) The new loan application approved under BizSolution against the acceptable property(ies) subject to further assessment and evaluation satisfactory to UOB in terms of the position of such property(ies) securing the Approved Facility and/or fixed deposit charged in favour of UOB ("Collateral")
- (iii) a minimum loan amount of at least RM1.5 million is granted by UOB and duly accepted by the Participant within the Campaign Period ("Approved Facility");
- (iv) a current account is to be opened by the Participant with UOB with an initial deposit of minimum amount of RM50,000-00 and subscription of life insurance with UOB with a minimum sum assured at least 50% of the amount of the total Approved Facility, prior to the disbursement of the said Approved Facility; and
- (v) all loan applications are subject to UOB's assessment and credit evaluation and any such approval is at its discretion. The Approved Facility shall at all times be subject to such terms and conditions as may be prescribed by UOB from time to time.

# Gift

- 8. Each Eligible Customer is only entitled to one (1) Gift under this Campaign subject to its availability on a first come, first served basis.
- The Eligible Customer who is entitled to the Gift will be notified by UOB via a letter delivered to the Eligible Customer's address in Malaysia under UOB's record upon approval of the loan application by UOB's credit evaluation.
- 10. The Gift will be delivered to the respective Eligible Customer's address provided to UOB, within three (3) months from the date of the disbursement.
- 11. The Gift is subject to the following conditions:
  - (i) The Gift is neither transferrable nor exchangeable for cash, credit, or other goods, in part or in full;
  - (ii) Damaged or stolen Gift is replaceable but subject to Eligible Customer's informing UOB within twenty-four (24) hours from the time of delivery of the Gift to the Eligible Customer's address;
  - (iii) UOB is not responsible or liable to any dissatisfaction with the quality of the Gift under this Campaign;
  - (iv) Gift if defaced, mutilated, or altered by the Eligible Customer is not replaceable.
- 12. In the event that the Gift is no longer available, UOB reserves the right to replace the Gift with another Gift or reward of a similar value, determined by UOB.
- 13. Provided that all terms and conditions of the Approved Facility have been duly fulfilled (including completion of loan documentation, full settlement of all legal fees and approved letter of acceptance from insurance company) to the satisfaction of UOB, the Gift will be delivered to the respective Eligible Customer's address within three (3) months from the date of the disbursement of the Approved Facility.

# **Other Terms and Conditions**

- 14. By participating in this Campaign, the Participant is deemed to have read, understood, and agreed to be bound by these Terms and Conditions (as well as other terms and conditions governing the Approved Facility) and agree that UOB's decision on all matters relating to this Campaign and the Gift shall be final, conclusive and binding on the Participant. For any such decision, UOB shall not be obliged to give any reasons or enter into any correspondence with any person(s) on any matter concerning the Campaign and the Gift. No appeal or correspondence from any person(s) will be entertained.
- 15. UOB shall not be responsible nor shall accept any liabilities of any nature howsoever arising or suffered by the Participant or any third parties resulting directly or indirectly from this Campaign unless due to UOB's gross negligence or willful misconduct specifically related to the Campaign and/ or the Gift.
- 16. To the fullest extent permitted by law, UOB 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 in respect of this Campaign and/or the Gift.
- 17. UOB reserves the right to add, delete, suspend or vary the Terms and Conditions herein, from time to time, wholly or in part, at its absolute discretion, by providing twenty-one (21) days prior notice via posting on UOB's website, displaying a notice at any of UOB's branches and/or a statement insert in the Participant's statement of account or in any other manner as may be determined by UOB from time to time.
- 18. UOB reserves the right to withdraw, suspend, extend, or terminate this Campaign prior to the expiry of the Campaign period, in whole or in part, by providing twenty-one (21) days prior notice to the Participant.
- 19. 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 this Campaign, these Terms and Conditions shall prevail.
- 20. These Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Participant agrees to submit to the non-exclusive jurisdiction of the courts of Malaysia.

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