

## UOB MALAYSIA UOB ZENITH, VISA INFINITE & PRVI MILES ELITE FOREIGN SPEND CAMPAIGN TERMS AND CONDITIONS

United Overseas Bank (Malaysia) Bhd (Company Reg No. 199301017069 (271809-K)) ("**UOB Malaysia**") is organising the **UOB Zenith, Visa Infinite & PRVI Miles Elite Foreign Spend Campaign** ("**Campaign**") from 5 July to 31 December 2024 (both dates inclusive), or until such date(s) as may be determined by UOB Malaysia from time to time ("**Campaign Period**").

### Eligibility to participate

1. This Campaign is open to all new and existing UOB Malaysia individual customers who meet the following conditions:
  - (a) Who holds the principal and/or supplementary **UOB Zenith Card, UOB Visa Infinite Card and UOB PRVI Miles Elite Card** whose account(s) held with UOB Malaysia are current, valid and subsisting as determined by UOB Malaysia, and not in breach of the UOB Mastercard/Visa Cardmember Agreement ("Cardmember Agreement") and the Eligible Card terms and conditions; or
  - (b) Who applies and activates a new principal and/or supplementary **UOB Zenith Card, UOB Visa Infinite Card and UOB PRVI Miles Elite Card** within the Campaign Period.

Collectively referred to as "**Eligible Cards**" or "**Eligible Card**" if singular.

- (c) Cardmembers are required to enrol (using Cardmember's mobile numbers as per UOB Malaysia's record only) in order to participate in this Campaign through the SMS sent by UOB Malaysia.

Hereinafter customers to be referred as "**Eligible Cardmembers**" or, each "**Eligible Cardmember**".

2. Cardmembers shall not be eligible to participate in this Campaign if they fall within **ANY** of the following:
  - (a) Individual Cardmembers of UOB Malaysia or Cardmembers holding UOB Mastercard/Visa credit card other than the Eligible Cards. For the avoidance of doubt, Cardmembers who hold multiple credit cards including Eligible Card may participate in this Campaign using their Eligible Card.
  - (b) Cardmembers whose account(s) are terminated, suspended, cancelled or closed during the Campaign Period.
  - (c) Any accounts held with UOB Malaysia that are delinquent or unsatisfactorily conducted as may be determined by UOB Malaysia.
  - (d) Persons who are or have become mentally unsound, deceased, insolvent, adjudicated bankrupt or have legal proceedings of any nature instituted against them, facing legal incapacity or are incapable of handling their affairs.
  - (e) Representatives and/or agents (including advertising and promotion agents) of UOB Malaysia.
  - (f) Sole-proprietors, partnerships, charitable/non-profit organisations/societies, corporate and commercial customers.
  - (g) Any individual who has not complied with any provision of these terms and conditions.
  - (h) Anyone whom UOB Malaysia may decide to exclude for any reason or with prior notice at any time.

### Campaign enrolment

3. To participate, Eligible Cardmembers are only required to enrol **ONCE** via SMS (using Eligible Cardmember's mobile number in UOB Malaysia records) during the Campaign Period as per the enrolment process sets out below:

- a. Eligible Cardmember who receives an SMS and/or electronic direct mailer ("EDM") invitation from UOB Malaysia must follow the instructions provided in the SMS and/or EDM to enrol. The SMS and/or eDM will be sent to Eligible Cardmember's latest mobile numbers and/or latest email address recorded in UOB Malaysia's system; or
  - b. Eligible Cardmembers who do not receive an SMS and/or EDM invitation from UOB Malaysia can SMS to 66300 with the message: **UM1**
4. Eligible Cardmember who enrolled in the Campaign during the Campaign Period will be entitled to participate from the day of successful enrolment onwards until campaign ends for cashback. The summary of cashback earned following the date of enrolment are as illustrated in Table 1 below:

Table 1: Enrolment & cashback earned	
Eligible Cardmember successfully enrolled on the following dates:	Participation / Qualified Spending
13 July 2024	Daily, from 13 July onwards until Campaign ends
29 October 2024	Daily, from 29 October onwards until Campaign ends

5. Standard telecommunication charges will apply for each SMS send and such charges shall be borne by the Eligible Cardmembers.
6. UOB Malaysia is not responsible for, nor does it have any control whatsoever over SMS traffic, network failure and/or interruptions on the part of respective telecommunications service providers (Telco's) or for any other reason(s) beyond UOB Malaysia's reasonable controls which results in delay on the SMS.
7. Upon successful enrolment, the Eligible Cardmembers will received a confirmation of enrolment through SMS. The enrolment is deemed as not successful if the Eligible Cardmember does not receive any confirmation or acknowledgment on the day of the enrolment for this Campaign from UOB Malaysia.
8. Upon successful enrolment, Eligible Cardmembers must meet the qualifying spend requirement below in order to earn cashback during the Campaign Period.

#### Qualifying spend & Campaign mechanics

9. Eligible Cardmember may earn up to **RM150 daily cashback ("Cashback")** provided that Eligible Cardmember have successfully met the qualifying spend requirement below.
10. **"Qualifying Spend"** means any card-present transaction or card-not-present transaction (i.e. online purchase, wallet top-up etc.) that are made using Eligible Cards within the Campaign Period as captured in the Bank's system commences on 5 July 2024 at 00:00 hours (12:00am Malaysia time) and ends on 31 December 2024 at 23:59 hours (11:59pm Malaysia time) settled in currency other than Ringgit Malaysia (**"Foreign Spend"**) and exclude transactions set out in Clause 12 below.
11. All Qualifying Spend transactions within the Campaign Period in foreign currency shall be converted to Ringgit Malaysia (RM) based on the prevailing foreign exchange rate as recorded in the Bank's system for the purpose of tabulating Cashback from Qualifying Spend requirement.
12. The following shall **NOT** be included as Qualifying Spend (**"Excluded Spend"**):
  - (a) Recurring transactions;
  - (b) JomPay;
  - (c) Instalments and/or purchases paid under UOB Cash advances, UOB Balance Transfer, UOB Flexi-Credit Plans or UOB Easi Payment Plan (**"EPP"**);
  - (d) Credit card fees and charges (i.e finance charges, late charges, annual fee, etc.);

- (e) Payments (e.g. cashback earned, pay with points, CBOL payment, MEPS payment, etc);
  - (f) Transactions which are subsequently cancelled or refunded;
  - (g) Disputed, unauthorised or fraudulent purchase transactions; and/or
  - (h) Such other transactions as UOB Malaysia may determine.
13. The Qualifying Spend made during the Campaign Period must be captured by the UOB Malaysia's system and posted not later than 7th day from the transaction date.
  14. The Bank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by merchant establishment or any other party, which are not within the reasonable control of the Bank.
  15. To the fullest extent permitted by law, any determination by the Bank as to which spend category constitutes Qualifying Spend and all transactions as recorded by the Bank (save for fraud and manifest error) shall be final and conclusive.
  16. Eligible Cardmember who meet the Qualifying Spend requirements will stand a chance to earn Cashback in accordance with Table 2 below.

Table 2: Daily Qualifying Spend Requirements			
Eligible Card	Condition of Daily Qualifying Requirements	Eligible daily Cashback	Daily Cashback capping
<ul style="list-style-type: none"> <li>• UOB Zenith; and/or</li> <li>• UOB Visa Infinite; and/or</li> <li>• UOB PRVI Miles Elite.</li> </ul>	Achieve daily minimum Qualifying Spend of <b>RM2,000</b> per Eligible Card	<b>RM50 cashback</b> for every RM1,000 Qualifying Spend	Cashback capped at RM150 per Eligible Card per day subject to daily Cashback pool capping

17. Total daily Cashback pool available for this Campaign is capped at Ringgit Malaysia Ten Thousand (RM10,000) throughout the Campaign Period (Total of 180 days). Total Cashback allocated for this Campaign is capped at Ringgit Malaysia One Million Eight Hundred Forty Thousand (RM1,800,000) throughout the Campaign Period.
18. The Cashback will be awarded to Eligible Cardmember on a first-come, first-served basis subject to availability. Any unexhausted Cashback will NOT be rolled-over to the next day.
19. In the event of a tie for the last winner (i.e same timestamp) before Cashback pool exhausted, the Qualifying Spend transaction with the highest amount will be eligible for the Cashback.
20. If Eligible Cardmember holds multiple Eligible Cards, Eligible Cardmembers must meet daily minimum Qualifying Spend for each Eligible Card to earn Cashback. For the avoidance of doubt, the Qualifying Spend from respective Eligible Card including the principal and its supplementary card will be consolidated at respective Eligible Card. See illustration below:

Eligible Cardmember A holds both UOB Zenith and UOB PRVI Miles Elite, and made the following Qualifying Spend on **15<sup>th</sup> July 2024**:

- RM1,800 on UOB Zenith Card
- RM1,500 on UOB PRVI Miles Elite Principal Card
- RM800 on UOB PRVI Miles Elite Supplementary Card

Total Qualifying Spends and Cashback calculation for Eligible Cardmember A is as illustrated in Table 3 below:

Table 3: Eligible Cardmember A's Cashback Calculation			
Respective Eligible Card	Total Qualifying Spends on 15 <sup>th</sup> July	Cashback Eligibility	Remarks
UOB Zenith	RM1,800	No	DID NOT meet the daily minimum Qualifying Spend of RM2,000
UOB PRVI Miles Elite <i>including its supplementary card</i>	RM2,300 (RM1,500 + RM800)	Yes	Eligible for <b>RM100 cashback</b> (RM50 for every RM1,000 Qualifying Spend)

21. All Qualifying Spend of principal credit card(s) and supplementary credit card(s) shall be automatically tracked for purposes of this Campaign and not be viewed individually.
22. At the end of each day, the Qualifying Spend will be calculated and sorted via date and time stamp in an ascending order.
23. UOB Malaysia shall be relying on the information provided by the merchant to determine whether such transaction falls within the Qualifying Spend. UOB Malaysia shall not be responsible for any error, failure or delay in the transmission of evidence of sales transactions by merchant establishments or any other party.
24. Any determination by UOB Malaysia as to what constitutes Qualifying Spend and all transactions as recorded by UOB Malaysia (save for fraud and manifest error) shall be final and conclusive.

#### Fulfilment of Cashback

25. The Cashback will be credited to the Eligible Cardmember's respective Eligible Card's principal account within 8 weeks after the end of each Campaign Month defined in Table 4 below and will be reflected in the Eligible Cardmember's credit card account monthly statement on the following month.

Table 4: Campaign Month	
Month	Period
Month 1	5 July – 31 July 2024
Month 2	1 August – 31 August 2024
Month 3	1 September – 30 September 2024
Month 4	1 October – 31 October 2024
Month 5	1 November – 30 November 2024
Month 6	1 December – 31 December 2024

26. The following additional terms and conditions shall apply to the Cashback:-
  - a) Cashback is non-transferable to any other party or parties and not exchangeable for other goods or credit, whether in part or in full.
  - b) If there is any dispute or non-receipt of Cashback, the Eligible Cardmember is required to contact UOB Malaysia by 31 March 2025 the latest to request for an inquiry, no request for any inquiry will be entertained after 31 March 2025.

- c) Qualifying Spend made by the supplementary Cardmembers will be calculated towards the total Qualifying Spend made on the Eligible Card. Any Cashback received will be credited to the principal Card account.
27. In the event that such account(s) is delinquent, voluntarily or involuntarily suspended, cancelled, closed or terminated for any reason whatsoever before the Eligible Cardmember receive the Cashback, the Cashback shall be forfeited, and the Eligible Cardmember shall not be entitled any compensation or payment whatsoever. At the time of awarding the Cashback, the Eligible Cardmember's card account(s) must fulfil the requirements of this terms and conditions.
28. UOB Malaysia reserves the right to forfeit the Cashback with prior notice in the event where a reversal of Qualifying Spend entry or termination of the Eligible Cardmember's credit card prior to the Cashback being credited to them, or non-compliance or breach of these terms and conditions or the terms and conditions in the Cardmember Agreement.
29. UOB Malaysia reserves the right to substitute the Cashback at any time with prior notice for any product of similar or equivalent value with the Cashback.
30. In the event the Eligible Cardmember participated in other UOB Malaysia ongoing campaign which the promotion/campaign period overlapped with this Campaign Period and the same Qualifying Spend had been rewarded (or due to receive reward) from such other ongoing campaign(s), the Eligible Cardmember understand that he/she shall not be eligible to participate in this Campaign.

#### **General Terms and Conditions**

31. By participating in this Campaign, Eligible Cardmember agree to be bound by this terms and conditions and ALL of the following terms and conditions where applicable, including but not limited to:
- (a) Terms and Conditions Governing Accounts and Services (Conventional Banking);
  - (b) UOB Malaysia Visa/Mastercard Cardmember Agreement; and/or
  - (c) Terms and Conditions relating to the respective Eligible Cards.

The terms and conditions listed above shall include any amendments or variations to them respectively and the decision of UOB Malaysia in connection with any matter relating to the Campaign shall be final, conclusive and binding on the cardmembers. If there is any inconsistency between this terms and conditions and the terms and conditions listed above in relation to this Campaign, this terms and conditions will prevail.

32. Eligible Cardmember shall seek clarification from UOB Malaysia's authorised representative if there are any terms and conditions that the cardmembers do not understand.
33. The records of transactions maintained by UOB Malaysia and UOB Malaysia's decision in all matters (including but not limited to any dispute arising therefrom) relating to this Campaign shall be final, conclusive and binding on the cardmembers. Save for manifest error (for example, discrepancies in transactions) or fraud, UOB Malaysia will not be obliged to entertain enquiries or appeals in respect of this Campaign.
34. If UOB Malaysia determines that the Eligible Cardmembers are disqualified to participate in this Campaign or to receive the Cashback under this Campaign, UOB Malaysia may in its sole discretion forfeit the Cashback, reclaim the Cashback from any of the Eligible Cardmembers' accounts with UOB Malaysia and with notice to them. If the monies standing to the credit of Eligible Cardmembers' accounts are insufficient to reimburse UOB Malaysia, the Eligible Cardmembers

shall immediately reimburse UOB Malaysia for the value of the Cashback through such means as UOB Malaysia may determine in its sole discretion.

35. Unless specifically mentioned in this terms and conditions, this Campaign is not valid with other UOB Malaysia's campaigns, promotions and no other special, additional, preferential rates and/or gift shall be given to the Eligible Cardmembers in addition to this Campaign.
36. UOB Malaysia shall not be responsible for any failure or delay in transmission 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 Cardmember failing to be entitled to the Cashback under this Campaign.
37. Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB Malaysia for the Campaign and UOB Malaysia shall not be responsible for any undelivered, lost or delayed SMS sent and/or received. The Eligible Cardmembers shall pay and be solely responsible for all fees and charges imposed by such service providers for the sending and/or receipt of any SMS in connection with this Campaign.
38. UOB Malaysia will not be liable or responsible for any loss or whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the redemption or usage of Cashback under this Campaign or participation in this Campaign. Without limiting the foregoing, UOB Malaysia will not be liable or responsible for any undelivered, misdirected, corrupted, lost or delayed text, transmission or transaction or any delay or failure in posting any transaction or accessing any of the UOB Malaysia's online banking services or mobile banking services, howsoever caused.
39. To the fullest extent permitted by law and unless due to UOB Malaysia's gross negligence or wilful misconduct, UOB Malaysia expressly excludes and disclaims any representations, warranties or endorsements, expressed 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.
40. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of this Campaign and/or the Cashback offered which are published in any mass media, marketing or advertising materials.
41. UOB Malaysia reserves the right 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, cancelation, withdrawal, suspension, extension or termination by UOB Malaysia of the Campaign shall not entitle the Eligible Cardmember to any claim or compensation against UOB Malaysia for any and all losses or damages suffered or incurred by the Eligible Cardmember whether as a direct or indirect result of such cancelation, withdrawal, suspension, extension or termination.
42. UOB Malaysia reserves the right to add, delete, suspend or vary the Campaign terms and conditions, from time to time, wholly or in part by providing prior notice to the Eligible Cardmembers via posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches and/or a statement insert in the Statement of Account or any other manner as determined by UOB Malaysia from time to time.
43. UOB Malaysia shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Eligible Cardmember or any third parties resulting directly or indirectly



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from this Campaign, unless due to UOB Malaysia's gross negligence or willful misconduct specifically related to this Campaign.

44. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardmember agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

**[END]**