

GENERAL TERMS AND CONDITIONS – PV Birthday deals

Effective 1st August 2023

1. UNITED OVERSEAS BANK (MALAYSIA) BHD. (Reg. No. 199301017069 (271809-K)) (“UOB Malaysia”) together with the partnering merchants (“Merchants”) shall jointly organize **PV Birthday deals** (“Program”) from such date(s) as may be determined jointly by the organizers from time to time (“Program Period”).
2. The Program is open to all new or existing UOB Malaysia Privilege Banking Individual clients with the following eligibility (“Clients”):
 - a) Whose birthday month falls within the Program Period; and
 - b) Whose account(s) with UOB Malaysia are current, subsisting and not in default in any manner as may be determined by UOB Malaysia.
3. By participating in this Program, the Clients agree to be bound by these terms and conditions and ANY of the following terms and conditions where applicable, including but not limited to:
 - a) Terms and Conditions Governing Accounts and Services (Conventional Banking)
 - b) Terms and Conditions Governing Islamic Accounts and Services
 - c) Privilege Banking Membership Terms and Conditions
 - d) Terms and Conditions Governing Unit Trust Services
 - e) Structured Investment Master Agreement
 - f) Terms and Conditions Governing Bond / Sukuk Investment Account
 - g) respective terms and conditions for specific unit trust leverage facility
 - h) respective terms and conditions for specific insurance policies/ takaful certificates

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 Program shall be final, conclusive and binding on the Clients. If there is any inconsistency between this terms and conditions and the terms and conditions listed above, this terms and conditions will prevail.

4. Clients shall seek clarification from UOB Malaysia’s authorized representative if there are any terms and conditions that the Clients do not understand.
5. UOB Malaysia shall not be responsible for the quality of services offered and assumes no liability or responsibility for the acts or defaults of Merchants and services offered above.
6. UOB Malaysia is not an agent of the Merchants. Any dispute on the service standard by Clients must be resolved by Clients directly with the Merchants.
7. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of the Program which is published in any media, marketing or advertising materials.



8. To the fullest extent permitted by law, 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 in respect of this Program and the services supplied by the Merchants.
9. The decisions of UOB Malaysia on all matters relating to this Program are final, conclusive and binding on the Clients. UOB Malaysia shall not be obliged to give any reasons and/or entertain any correspondence with any Clients on any matter concerning this Program.
10. UOB Malaysia reserves the rights to withdraw, suspend, extend or terminate the Program prior to the expiry of the duration of the Program, in whole or in part, at any time with prior notice. For the avoidance of doubt, cancellation, withdrawal, suspension, extension or termination by UOB Malaysia of this Program shall not entitle the Clients to any claim or compensation against UOB Malaysia for any and all losses or damages suffered or incurred by the Clients whether as a direct or indirect result of such cancellation, withdrawal, suspension, extension or termination, unless due to UOB Malaysia's gross negligence or wilful misconduct specifically related to this Program.
11. UOB Malaysia reserves the right to add, delete, suspend or vary these terms and conditions, from time to time, wholly or in part, with prior notice to the Clients through posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches or in any other manner as may be determined by UOB Malaysia from time to time.
12. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the clients agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.