

## **UOB Commercial Cards Cash Rebates Terms and Conditions**

**Effective 15<sup>th</sup> July 2019**

### **General**

These terms and conditions (“Terms and Conditions”) will apply to United Overseas Bank (Malaysia) Bhd’s (271809-K) (“UOBM”) UOB Commercial Cards issued by UOBM to the Cardmember [Note: In these Terms and Conditions, “UOB Commercial Cards” means UOB Business Platinum Card, UOB Corporate Card and UOB Purchasing Card unless otherwise stated] and are to be read together with the UOB VISA/MASTERCARD Cardmember Agreement (“Cardmember Agreement”) [Note: For the avoidance of doubt, "Cardmember" shall mean the principal Cardmember .]

Unless defined differently in these Terms and Conditions, words and expressions used in these Terms and Conditions will have the same meaning as in the Cardmember Agreement.

UOBM reserves the right at its sole and absolute discretion at any time to decide on all matters pertaining to the award or use of any or all of the benefits and privileges stated below and UOBM’s decision shall be final and binding on the Cardmember. The benefits and privileges described below may be amended, supplemented or revoked by UOBM at any time at UOBM’s sole and absolute discretion.

### **UOBM Commercial Cards Cash Rebates Programme**

1. The following Cash Rebates are awarded for any spend using the UOB Commercial Cards:
  - a. UOB Business Platinum Card -0.30% Cash Rebate on all spending
  - b. UOB Corporate Card and UOB Purchasing Card -0.25% Cash Rebate on all spending
  - c. The categories of spending and the rates for Cash Rebates are subject to change and shall be reviewed periodically at UOBM’s sole discretion from time to time
2. Any accumulated Cash Rebates including rebates pending credit into the Cardmember’s UOB Commercial Cards Account shall immediately cease to be valid upon the occurrence of any one of one of the following:
  - a. Any cancellation of the UOB Commercial Cards; or
  - b. Any conversion of the UOB Commercial Cards to any other UOBM Credit Cards and no refund, extension or compensation shall be given by UOBM; or

- c. The UOB Commercial Cards Account becomes delinquent and no refund, extension or compensation shall be given by UOBM.
3. For UOB Business Platinum Card, the total Cash Rebates earned each month will be automatically credited into the Cardmember's UOB Commercial Cards Account and this will be reflected in the monthly Statement of Account that follows after the date of the crediting of Cash Rebates. Should at any time, the system supporting this automated process be unavailable, a manual process will be used by UOBM to credit the Cash Rebates earned each month into the Cardmember's UOB Commercial Cards Account and this will be reflected in the next monthly Statement of Account.
4. For UOB Corporate Card and UOB Purchasing Card, the total Cash Rebates earned on annual basis will be credited into the Cardmember's UOB Commercial Cards Account and this will be reflected in the monthly Statement of Account that follows after the date of the crediting of Cash Rebates.
5. UOBM reserves the right at its absolute discretion to cancel, terminate or suspend this programme in whole or in part, at any time with prior notice. For the avoidance of doubt, the cancellation, termination or suspension by UOBM of this programme shall not entitle the Cardmember to any claim or compensation against UOBM for any and all losses or damages suffered or incurred by the Cardmember whether as a direct or indirect result of such cancellation, termination or suspension.
6. All Cardmembers are eligible to participate in this programme provided that the Cardmembers have not defaulted on any terms and conditions of the Cardmember Agreement.
7. Without prejudice to the generality of the foregoing, in the event that the Cash Rebates under this programme are awarded to and received by persons who have committed or are suspected of committing any fraudulent or wrongful acts in relation to use of their UOB Commercial Cards and/or any transactions made using their UOB Commercial Cards, UOBM reserves the right to disqualify such persons from earning or using the Cash Rebates.

### ***Exclusions***

8. The Cash Rebates must be accumulated through purchases made with the UOB Commercial Cards only. The following shall not be included for purposes of accumulation of the Cash Rebates:
  - a. Balance Transfer;
  - b. Easi Payment Plan purchases;
  - c. Refunded, disputed, unauthorised or fraudulent retail transactions;
  - d. Cash withdrawals;

- e. Payment of annual card membership fees, interest payments, late payment fees, charges for cash withdrawals and any other form of service/miscellaneous fees using the UOB Commercial Cards.

## **General Terms and Conditions**

9. UOBM shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Cardmembers and/or third parties resulting directly or indirectly by the Cardmembers' participation in this programme.
10. If there is any inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions will prevail for all matters in connection with this programme.
11. UOBM's decisions on all matters relating to this programme, including the determination of Cash Rebates and categories for Cash Rebates shall be final and binding upon all Cardmembers and no further correspondence or attempts to dispute such decisions will be entertained.
12. UOBM shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of the programme and/or the Cash Rebates offered and published in any mass media, marketing or advertising materials.
13. 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 programme and the Cash Rebates under this programme.
14. UOBM reserves the right to add, delete, suspend or vary these Terms and Conditions, from time to time, wholly or in part, at its absolute discretion, by providing twenty one (21) days prior notice to the Cardmembers via posting on UOBM's website, displaying a notice at any of UOBM's branches and/or a statement insert in the Statement of Account.
15. These Terms and Conditions shall be governed by and construed in accordance with the laws of Malaysia and the Cardmembers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.