

## “UOB TRADE REWARDS CAMPAIGN” TERMS AND CONDITIONS

### Campaign Period

United Overseas Bank (Malaysia) Bhd (Company No. 271809-K) (“UOBM”) is running “UOB Trade Rewards Campaign” (“**Campaign**”) from 1 June 2019 – 31 December 2019 (both dates inclusive) or such other date(s) as may be determined by UOBM at its sole discretion from time to time (“**Campaign Period**”).

### Campaign Eligibility

1. This Campaign is open to all existing UOBM customers who perform any successful trade transaction(s) during the Campaign Period (“**Eligible Customers**”).
2. The following Eligible Customers are not entitled to participate in this Campaign:-
  - (a) whose account(s) are terminated, suspended or cancelled within the Campaign Period;
  - (b) whose account(s) held with UOBM are delinquent or unsatisfactorily conducted as determined by UOBM at its sole and absolute discretion; and
  - (c) which are or become insolvent or in the process of becoming insolvent or have legal proceedings of any nature instituted against them.

### Campaign Mechanics

“**Eligible Trade Products**” refers to the following:-

- (a) Banker’s Acceptance (“**BA**”) and Accepted Bills-i (“**AB-i**”)
- (b) Invoice Financing (“**IF**”)
- (c) Trust Receipt (“**TR**”) and Trust Receipt-i (“**TR-i**”)
- (d) Vendor Financing (“**VF**”), Buyer Financing (“**BF**”) and Account Receivable Purchase (“**ARP**”)
- (e) Bill of Exchange Purchased (“**BEP**”)
- (f) Packing Credit (“**PC**”)
- (g) Export Credit Refinancing Pre-Shipment (“**ECR-Pre**”) and/or Export Credit Refinancing Post-Shipment (“**ECR-Post**”)
- (h) Letter of Credit (“**LC**”) and Letter of Credit-i (“**LC-i**”)
- (i) Outward Bills for Collection (“**OB**”) and Bills under LC for Collection (“**BC**”)
- (k) Inward Bills for Collection (“**IC**”)
- (j) Credit Bills Purchased (“**CBP**”)
- (k) Bank Guarantee (“**BG**”) and Bank Guarantee-i (“**BG-i**”)
- (l) Standby Letter of Credit (“**SBLC**”)
- (m) Shipping Guarantee (“**SG**”)
- (l) Letter of Credit Transfer (“**LT**”)

TradeReward\$ refers to the rewards point earned during the Campaign, which will be utilised for the redemption of the prizes at the end of the Campaign.

### 3. Qualifying Criteria:-

Eligible Customers will be rewarded with 100 TradeReward\$ for each successful trade transaction performed from the range of Eligible Trade Products listed above. Eligible Customers will also be rewarded with additional TradeReward\$ when they meet the qualifying criteria below for each Participating Month (“**Monthly TradeReward\$**”).

Incremental in Month-On-Month Outstanding Facilities	Monthly TradeReward\$
At least 3%, but less than 5%	1,000
5% and above, but less than 8%	2,500
8% and above	4,000

Note: Trade Outstanding Facilities only applies to outstanding trade transactions drawn on approved facility (ies).

Participating Month	Period
1	1 June 2019 – 30 June 2019
2	1 July 2019 – 31 July 2019
3	1 August 2019 – 31 August 2019
4	1 September 2019 – 30 September 2019
5	1 October 2019 – 31 October 2019
6	1 November 2019 – 30 November 2019
7	1 December 2019 – 31 December 2019

**Example:**

Eligible Customer	Total Trade Outstanding/Approved Limit (%) in Period 1("A")	Total Trade Outstanding/Approved Limit (%)in Period 2 ("B")	Incremental (%) ("B-A")	TradeReward \$ Earned
Customer A	24%	30%	6%	2,500
Customer B	50%	49%	-1%	Nil
Customer C	87%	91%	4%	1,000
Customer D	10%	12%	2%	Nil
Customer E	67%	77%	10%	4,000

4. Eligible Customers who meet the Qualifying Criteria ("Winner") will be entitled to redeem for the Monthly TradeReward\$ together with the 100 TradeReward\$ earned for each successful trade transaction performed during the Campaign Period ("Total TradeReward\$")-as stated in table below ("Prize"):-

Total TradeReward\$ Earned	Prize(s)
3,500 - 7,000	RM100 cash vouchers
7,001- 15,000	RM300 cash vouchers
15,001- 30,000	RM500 cash vouchers
30,001 – 50,000	Office appliances / gadgets worth RM1,000
50,001 and above	Office appliances / gadgets worth RM2,000

5. Eligible customers will be able to view the Total TradeReward\$ earned during the Campaign via UOBM's website [uob.my/traderewardscampaign](http://uob.my/traderewardscampaign) by entering their business registration number.
6. Eligible customers may accumulate as many TradeReward\$ as they wish during the Campaign period. Trade Reward\$ earned can be used to redeem the Prizes above by completing and submitting to UOBM the prescribed redemption form ("Redemption Form") which is available for download from UOBM's website [uob.my/traderewardscampaign](http://uob.my/traderewardscampaign) during the redemption period.
7. Winners may only redeem the TradeReward\$ during the redemption period which commences from 1<sup>st</sup> February to 28<sup>th</sup> February 2020 ("Redemption Period"). Redemption forms received after the redemption period will not be entertained.
8. No redemption is allowed during the Campaign Period. TradeReward\$ earned during the Campaign period are cumulated and Winners can redeem for the Prizes at the end of the campaign with minimum redemption starts from 3,500 TradeReward\$ and worth up to RM2,000. For redemption of TradeReward\$ earned, no splitting of TradeReward\$ is allowed.

Please see below an example of splitting the Trade Reward\$.

Total TradeReward\$ Earned	Splitting	Tier	Prize(s)	Total Prizes Earned
30,000	15,000	7,001 – 15,000	RM300 cash vouchers	2x RM300 cash vouchers with total value RM600
	15000	7,001 – 15,000	RM300 cash vouchers	

9. Winner that have growth of trade utilisation for 25% and above (outstanding balance as at May 2019 against December 2019) during the Campaign Period are entitled to participate in a lucky draw for the Grand Draw with office appliances/gadgets worth RM5,000 (“Grand Prize”). There will be a total of 3 Grand Prizes for the lucky draw.

**Example:**

Customer	Trade Outstanding in May 2019 (“A”)	Trade Outstanding in December 2019 (“B”)	Incremental (%) (B-A)/A	Eligible for Lucky Draw
Customer A	RM800,000.00	RM1,000,000.00	25%	Yes
Customer B	RM1,000,000.00	RM1,200,000.00	20%	No
Customer C	RM10,000,000.00	RM13,000,000.00	30%	Yes

10. The Grand Prize Winner will be chosen through a random selection process from the Customers who meet the criteria stated above. The random selection process will only be conducted in January 2020 (“Drawing Period”).
11. The Grand Prize Winner will be informed by way of email, written notification or phone call based on the address, email or contact number maintained in UOBM’s system within four (4) weeks after the Drawing Period.
12. The total prize of this Campaign is capped at RM 300,000.00 and it will be given out on a first come first served basis subject to availability based on the redemption forms received and processed.
13. UOBM does not have any obligation to inform the Eligible Customers should the Prize is no longer available during the Campaign Period.

**Collection of Prize**

14. After the expiry of the Campaign Period, the Bank will notify the Winners of the total TradeReward\$ accumulated by publishing the results at UOBM’s website [uob.my/traderewardscampaign](http://uob.my/traderewardscampaign) and the Winners shall redeem the TradeReward\$ of its desired selection of the Prize by submitting the Redemption Form. Thereafter, the Prize will be made available for delivery to the Winners (based on Winner’s option) at the address stated in the Redemption Form or in the absence of it, at their latest corresponding addresses in the Bank’s records not later than two (2) months after the end of the Campaign Period unless the Bank is unable to do so due to unforeseen circumstances or reasons beyond its control or due to multiple selections or other reasons in which, the collection or delivery of the Prize shall be delayed and the Bank shall notify the Winners accordingly.
15. In the event where any of the Prizes cannot be made available for any reason whatsoever, UOBM reserves the right to replace these items with other similar items of similar value, determined by UOBM at its absolute discretion (“Replacement Item”) with prior notification to the Winners..
16. All Prize that remain uncollected by Winners by **31 March 2020** (i.e. three (3) months after the expiry of the Campaign Period) shall be considered cancelled and forfeited and the Winners shall not be entitled to any replacement prize(s) / gift(s) or reimbursement in cash.

17. The Prizes are offered and/or provided solely by the relevant third party service vendors/providers (“Service Providers”) , and are subject to such terms and conditions as determined by such Service Providers.
18. UOBM reserves the right to forfeit the Prize in the event where there is a termination, suspension or closure of the Winners’ account(s) prior to the Prize being made available or delivered to the Winners or non-compliance or breach of these terms and conditions and the terms and conditions governing the Eligible Trade Products.
19. Any props, accessories or equipment featured together with the Prize in all printed materials, website or UOBM branches are for decorative purposes only and shall not form part of the Prize.
20. The Prize awarded is non-transferable to any other party or parties and not exchangeable for cash, other goods or credit, whether in part or in full.
21. If UOBM suspects the Eligible Customer to have committed any fraudulent, unlawful or wrongful act in relation to the Eligible Trade Products including submitting forged documents to UOBM, the Eligible Customers will be disqualified from this Campaign and if any Prize has been awarded to the Winner, UOBM reserves the right to debit the amount from their operating account or such other accounts maintained with UOBM.

#### **Utilisation of Prizes**

22. The available denominations of the Prizes of the various Participating Merchant(s) shall be determined by the Bank at its sole discretion.
23. Utilization of the Prizes shall be subject to the terms and conditions and validity period stated therein. Any Prizes that is not redeemed or used (either fully or partially) within the said validity period will be void and no replacement, substitution or refund of cash will be given by the Bank or the Participating Merchant(s) to Winners.
24. Any disputes regarding the utilization of the Prizes shall be settled between the Winners and the relevant Participating Merchant(s) who issued the relevant Prizes without recourse to the Bank.
25. In the case where the Prizes states a specific amount (in Ringgit Malaysia) and such Prizes is used for a value less than the amount stipulated, the difference cannot be converted to cash or be refunded. Conversely, if any Prizes are used for a value more that the amount mentioned, the difference will have to be settled by the Winner with the relevant Participating Merchant.
26. The Bank is not liable to replace the Prizes collected by the Winners in the event of loss, theft, damage or expiry of the same after collection by the Winners or delivery to the Winners.
27. The Prizes have not been certified by UOBM and under no circumstances shall the inclusion of the Prizes in this Campaign be construed as an endorsement or recommendation of such Prizes by UOBM. If the Winners are dissatisfied with the Prizes or its quality, the Winners shall appoint a representative to directly seek recourse with the respective Service Providers of the said Prizes.

#### **General Terms & Conditions**

28. By participating in this Campaign, the Eligible Customers agree to be bound by these terms and conditions and the terms and conditions governing Eligible Trade Products including any amendments or variations to it.
29. UOBM may utilise the services of Service Providers for this Campaign, including any supply or delivery of Prizes and other processes under the Campaign. By this participation in the Campaign, the Eligible Customer consents to its names and details, including details of its contact persons, addresses and telephone numbers, being disclosed to the Service Providers for the purpose of this Campaign.

- 30.** 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 Customers. UOBM shall not be obliged to give any reasons or entertain any correspondence with any person(s) on any matter concerning this Campaign. No appeals and/or correspondence from any Eligible Customers or any third party will be entertained.
- 31.** UOBM shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by Eligible Customers and/or third parties resulting directly or indirectly from this Campaign and/or the Prize save for UOBM's gross negligence or wilful misconduct specifically related to this Campaign.
- 32.** UOBM shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of this Campaign and/or Prize offered and published in any mass media, marketing or advertising materials.
- 33.** 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 Prize under this Campaign.
- 34.** To the fullest extent permitted by law and unless it is due to gross negligence or willful misconduct by UOBM, UOBM shall not be responsible for any failure or delay in the transmission of any transactions being captured in UOBM's system, which may result in the Eligible Customers being omitted from the selection process during the Campaign Period.
- 35.** In the event of any inconsistency between these terms and conditions and any advertising, campaign, promotions, publicity and other materials relating to or in connection with this Campaign, these terms and conditions shall prevail.
- 36.** UOBM reserves the right to add, delete 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 Eligible Customers through posting on UOBM's website, displaying a notice at any of UOBM's branches, a statement insert in the Statement of Account or any other manner as may be determined by UOBM from time to time.
- 37.** UOBM reserves the right to cancel, withdraw, suspend, extend or terminate this Campaign prior to the expiry of the Campaign Period in whole or in part, at any time, with prior notice. For the avoidance of doubt, any cancellation, withdrawal, extension, termination or suspension of this Campaign shall not entitle the Eligible Customers to any claim or compensation against UOBM for any and all losses or damages suffered or incurred by the Eligible Customers whether as a direct or indirect result of such cancellation, withdrawal, extension, termination or suspension.
- 38.** These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Customers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.