# UOB Malaysia "Apple Watch Giveaway Campaign" Terms and Conditions

#### **Update to the Terms and Conditions:**

The following have been updated and the Terms and Conditions shall be effective from 6 May 2022:

a) Amended Clause 6 (j) for better clarity

United Overseas Bank (Malaysia) Bhd (Company Reg No. 199301017069 (271809-K)) ("UOB Malaysia") is organizing a UOB Malaysia "Apple Watch Giveaway Campaign" ("Campaign") from 1 April 2022 to 31 May 2022 (both dates inclusive) or such other date(s) as may be determined by UOB Malaysia from time to time ("Campaign Period").

### **Eligibility**

- 1. This Campaign is open to new and existing UOB Malaysia individual customers, who meet <u>ALL</u> of the following conditions:
  - a) who is 18 years of age and above.
  - b) who does not hold any savings account or current account with UOB Malaysia for the past 12 months prior to the starting date of the Campaign Period.
  - c) who opens UOB One Account/ Stash Account/ Lady's Savings Account/ ProSave Account-i ("Participating Account) during Campaign Period.
  - d) who is the primary account holder of the Participating Account (in the case of joint account).
  - e) whose account(s) with UOB Malaysia are current, subsisting and not in default in any manner as may be determined by UOB Malaysia.

Hereinafter customers to be referred as "Eligible Customers".

- 2. Customers who falls under ANY of the following shall **not** be eligible to participate in this Campaign:
  - a) Private Banking customers of UOB Malaysia.
  - b) permanent and contract employees of UOB Malaysia (including UOB Malaysia's subsidiaries and related companies) ("Employee").
  - c) individual customers whose Participating Account is held jointly with an Employee; and/or
  - d) non-individual customers of UOB Malaysia.
  - e) whose Participating Account is pledged, charged or assigned under loan facilities; and/or
  - f) Persons who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.
  - g) Whose account held with UOB Malaysia are terminated or closed within the Campaign Period.
  - h) Any account held with UOB Malaysia that are delinquent or unsatisfactorily conducted as determined by UOB Malaysia.

## **Campaign Mechanics**

3. To participate in the Campaign, Eligible Customers shall open a Participating Account during Campaign Period. Upon successful account opening, Eligible Customers can earn entries by depositing money into Participating Account during Campaign Period to stand a chance to win the Prize.

For avoidance of doubt, Eligible Customer who opens more than one (1) Participating Account during Campaign Period shall be eligible to earn entries as per Clause 4 below.

4. Eligible Customer who fulfil the criteria as set out in Table B below will earn entries ("Entries") based on Participating Account's Monthly Average Balance ("MAB") during the Campaign Period. For the avoidance of doubt, the MAB is calculated based on monthly average balance each calendar month during the Campaign Period ("Participating Month")

Table B - Qualifying Criteria

Participating Month	Entries	Criteria
April 2022	10 entries	Every multiples of RM500 MAB in Participating Account
May 2022	10 entries	Every multiples of RM500 MAB in Participating Account

5. Calculation of MAB is illustrated in Table C below:

Table C - MAB calculation

Calculation		
Monthly Average	Sum of daily end day balances for the Participating Month	
Balance ("MAB")	Number of days in the Participating Month <sup>1</sup>	

<sup>&</sup>lt;sup>1</sup> In the event where the Participating Account is opened during Participating Month, the Average Balance of Participating Month will be sum of each day-end balance for the Participating Month divided by total number of days since the Participating Account is opened.

- 6. This Campaign is valid in conjunction with the following campaigns (hereinafter "Other Campaigns"):
  - a. UOB RM50 Reward Campaign.
  - b. UOB Spin and Win Campaign.
  - c. UOB Exclusive Partners Cash Reward Campaign.
  - d. UOB Lady's Savings Account Member-Get-Member Promotions.
  - e. UOB Malaysia x BIG Pharmacy Promotion.
  - f. UOB Malaysia x Foodpanda Promotion.
  - g. UOB Malaysia x Digi Promotion.
  - h. UOB Malaysia x Grab Promotion.
  - i. UOB Malaysia x Maxis Promotion.
  - j. Any other deposit campaigns launched from time to time that specifically includes this Campaign.

In the event the Eligible Customer has received any rewards from other ongoing campaign(s), Eligible Customer can still participate in this Campaign and the Other Campaigns, subject to the Terms and Conditions governing the Other Campaigns.

#### **Prizes**

7. The prizes ("Prize") allocated for the Campaign are as stated in Table A below:

#### Table A - Prize

Prize	Total Prizes throughout Campaign Period
Apple Watch Series 7	Ten (10) winners

8. Eligible Customers is entitled to win a maximum of one (1) Prize throughout the Campaign Period.

#### **Winners Selection**

- 9. Based on the Entries earned, Eligible Customers will be shortlisted by UOB Malaysia's automated selection system for the respective Prize ("Shortlisted Eligible Customer").
- 10. At the point of shortlisting, all Shortlisted Eligible Customer account(s) must not be delinquent, invalid and/or cancelled; failing which the Shortlisted Eligible Customer will be disqualified from this Campaign.
- 11. Communication to the Shortlisted Eligible Customer:
  - a. The Shortlisted Eligible Customer will be contacted by UOB Malaysia via Short Messaging Service ("SMS") within eight (8) weeks after the Campaign Period. The SMS will be sent to the Shortlisted Eligible Customer's registered mobile numbers as per recorded in UOB Malaysia's system at any time during office hours.
  - b. Such SMS will be made to primary accountholder of the Participating Account only.
  - c. The Shortlisted Eligible Customer will be required to answer one (1) question. The Shortlisted Eligible Customer will be deemed as a winner if he/she is able to answer the question correctly ("Winner") and Winner shall be notified within one (1) month via SMS.
  - d. Standard telecommunication charges will apply for each SMS sent out by Shortlisted Eligible Customer and such charges shall be borne by the Shortlisted Eligible Customers.
  - e. If any Shortlisted Eligible Customer is unable to answer the question correctly or does not reply the aforesaid SMS within three (3) calendar days from the date SMS is sent, he/she will be withdrawn as the Shortlisted Eligible Customer by UOB Malaysia and the next Eligible Customer in sequence will be shortlisted.
  - f. In the event the Shortlisted Eligible Customer is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the Shortlisted Eligible Customer wishes to withdraw from this Campaign upon being contacted by UOB Malaysia's representative, he/she shall be disqualified from this Campaign.

### **Prize Fulfilment Process**

- 12. Fulfillment and delivery of the Prize are provided and supported by appointed agents ("Appointed Agents").
- 13. The Winners agrees, consents and allows UOB Malaysia to provide its Appointed Agents with the Winners' name, mailing address and contact number for the purpose of facilitating the Prize fulfillment process.
- 14. Appointed Agents shall arrange for the delivery of the Prizes to the Winner' mailing address maintained in UOB Malaysia's record within sixty (60) days after UOB Malaysia has notified the Winners of the Prizes' entitlement. A signed courier form shall be proof and acknowledgement of

- the delivery and receipt of the Prizes. The Prizes will not be sent to an address outside of Malaysia or P.O Box, nor can the Prizes be collected from any UOB Malaysia branches.
- 15. The Prize awarded is non-transferable to any other party or parties and not exchangeable for other goods or credit, whether in part or in full.
- 16. UOB Malaysia reserve the right:
  - a. To forfeit the Prize in the event where the Eligible Customer's Participating Account is suspended or frozen or terminated for whatsoever reasons prior to fulfilment of the Prize, or non-compliance or breach of these terms and conditions with prior notice without assigning any reason; and/or
  - b. To substitute the Prize with any product of similar or equivalent value with prior notice.
- 17. The Prize awarded do not include any accessories or items that are shown in the leaflet, website or any marketing material pertaining to this Campaign, as they are for illustration purposes only.
- 18. For the purpose of this Campaign, all deposits must be made using Fresh Funds. The term 'Fresh Funds' means monies or funds in Ringgit Malaysia howsoever transferred, credited, or paid into the Participating Account of the Eligible Customers from other bank(s) and/or financial institution(s) through whatever means including but not limited to cash, Inter Bank Giro transfers, instant fund transfers between banks and collection and payment of cheques drawn on such other bank(s) and where such monies or funds paid or credited into the Participating Accounts of the Eligible Customers are utilized by the Eligible Customers to make placements pursuant to the terms and conditions herein within seven (7) Business Days after such monies or funds have been paid or credited into the relevant Participating Account of the Eligible Customers. The term "Business Day" shall mean a day on which UOB Malaysia is open for business in Kuala Lumpur, Malaysia.
- 19. Funds transferred from any existing UOB Malaysia's Savings / Current / Fixed Deposit / Foreign Currency account(s) or in the form of UOB Malaysia's cheques, cashier's orders or demand drafts shall not be considered as Fresh Funds.

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

- 20. The Eligible Customers agree to be bound by these terms and conditions and the Terms and Conditions Governing Accounts and Services (Conventional Banking), Terms and Conditions Governing Islamic Accounts and Services, and UOB VISA/MASTERCARD Cardmember Agreement (collectively as "Generic T&Cs"), including any amendments or variations to it and the decision of UOB Malaysia in connection with any matter relating to the Campaign shall be final, conclusive and binding on the Eligible Customers. If there is any inconsistency between these terms and conditions and the Generic T&Cs, these terms and conditions shall prevail.
- 21. Customers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the customers do not understand.
- 22. Unless specifically mentioned in this terms and conditions, this Campaign is not valid with other UOB Malaysia's campaign and no other special, additional, preferential rates and/or gift shall be given to the Eligible Customers in addition to this Campaign.
- 23. The records of deposit 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 Eligible Customers. UOB Malaysia shall not be obliged to give

- any reason or entertain any correspondence with any person(s) or any party(ies) on any matter concerning this Campaign.
- 24. UOB Malaysia shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Eligible Customers or any third parties resulting directly or indirectly from this Campaign, unless due to UOB Malaysia's gross negligence or willful misconduct specifically related to this Campaign.
- 25. Deposit products are protected by Perbadanan Insurans Deposit Malaysia ("PIDM") up to Ringgit Malaysia Two Hundred Fifty Thousand (RM250,000) for each depositor. Eligible Customers may obtain a copy of the PIDM brochure from any of UOB Malaysia's branches. UOB Malaysia is a member of PIDM.
- 26. 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 Campaign.
- 27. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of this Campaign offered and published in any media, marketing or advertising materials.
- 28. 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.
- 29. To the fullest extent permitted by Shariah, 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 Customers to any claim or compensation against UOB Malaysia for any and all losses or damages suffered or incurred by the Eligible Customers whether as a direct or indirect result of such cancelation, withdrawal, suspension, extension or termination, save for UOB Malaysia's gross negligence or willful misconduct specifically related to this Campaign.
- 30. UOB Malaysia reserves the right to add, delete, suspend or vary the Campaigns terms and conditions, from time to time, wholly or in part, by providing prior notice to the Eligible Customers 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.
- 31. 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.

- End of Terms and Conditions -