## **Terms and Conditions**

### United Overseas Bank (Malaysia) Bhd (Company No. 271809-K) ("UOBM")

### Balance of Investment & CASA Campaign 2019; Terms and Conditions

UOBM is extending the "Balance of Investment & CASA Campaign 2019" ("Campaign") from 15<sup>th</sup> January 2019 until 20<sup>th</sup> November 2019 (both dates inclusive) or such date(s) as may be determined by UOBM from time to time ("Campaign Period").

### Eligibility

- 1. The Campaign is open to all new or existing UOBM individual customers with an account in either his/her sole name or jointly with another person, either as a primary or joint accountholder ("Eligible Customers").
- 2. The following persons shall not be eligible to participate in the Campaign:
  - (a) Sole-proprietorship, partnership, charitable/non-profit organisation/societies, corporate and commercial customers; and
  - (b) Permanent and contract employees of UOBM (including UOBM's subsidiaries and related companies).

#### Mechanics and Conditions

- 3. To qualify for this Campaign, the Eligible Customers are required to satisfy the following qualifying criteria ("Qualifying Criteria") during the Campaign Period:-
  - (a) Depositing a minimum amount of RM10, 000 in any CASA account ("CASA Placement');
  - (b) invest in any of the Eligible Investments with Fresh Funds; and
  - (c) complete and submit the "Participation Form for the Balance of Investment & CASA Campaign" to UOBM;

"Eligible Investments" shall, for the purpose of this Campaign, mean the Eligible Unit Trusts (listed down below) and any retail bond or long term structured investment products offered by UOBM.

"Fresh Funds" shall refer to funds which are not transferred from any existing UOBM investment account(s) or in the form of UOBM cheques, cashier's orders or demand drafts or other funds that are withdrawn from any existing UOBM investment account(s) and re-deposited (whether part of or all of the amounts withdrawn) into the Eligible Investments with UOBM.

"Eligible Unit Trusts" refers to the following unit trusts:

Eligible Unit Trusts are as the following:

- (i) Affin Hwang Asia ex Japan Quantum Fund (MYR)
- (ii) Affin Hwang Select AUD Income Fund (AUD, MYR)
- (iii) Affin Hwang Select Income Fund (MYR)
- (iv) Affin Hwang Select SGD Income Fund (SGD, MYR)
- (v) Affin Hwang World Series China A Opportunities Fund (MYR, USD, SGD, AUD)
- (vi) Affin Hwang World Series China Growth Fund (MYR, USD)
- (vii) Affin Hwang World Series Global Income Fund (MYR, USD, AUD, SGD, GBP)
- (viii) CIMB-Principal Asia Pacific Dynamic Income Fund (MYR, SGD, USD)
- (ix) CIMB-Principal Emerging Markets Multi Asset Fund (MYR, USD, SGD, AUD, RMB, GBP)
- (x) CIMB-Principal Equity Growth & Income Fund (MYR)
- (xi) CIMB-Principal Preferred Securities Fund (MYR, USD)
- (xii) Eastspring Investments Equity Income Fund (MYR)
- (xiii) Eastspring Investments Global Emerging Markets Fund (MYR)
- (xiv) Global Emerging Markets Opportunities (MYR)
- (xv) Global Multi-Asset Income (MYR, USD, AUD, SGD)
- (xvi) Kenanga Growth Fund (MYR)
- (xvii) Manulife Asia Total Return Bond Fund
- (xviii) RHB Asian Income Fund Multi Currencies (MYR, USD, AUD, GBP, CNH)
- (xix) RHB Asian Income Fund SGD (SGD)
- (xx) RHB Asian Income Fund (MYR)

- (xxi) RHB Big Cap China Enterprise Fund (MYR)
- (xxii) RHB Global Allocation Fund (MYR)
- (xxiii) RHB Global Artificial Intelligence Fund (MYR, USD)
- (xxiv) RHB Global Macro Opportunities Fund (MYR, USD)
- (xxv) United ASEAN Discovery Fund (MYR)
- (xxvi) United Global Durable Equity Fund (MYR, USD, SGD, AUD)
- (xxvii) United Global Emerging Markets Opportunity Fund (MYR, USD, SGD)
- (xxviii) United Global Healthcare Fund (MYR, USD, SGD)
- (xxix) United Global Income Focus Fund (MYR, USD, SGD)
- (xxx) United Global Quality Equity Fund (MYR, USD, SGD)
- (xxxi) United Income Plus Fund (MYR)
- (xxxii) United-i Global Balanced Fund (MYR)
- 4. The following funds are excluded from the Campaign:-
  - (a) Investments in Unit Trust Funds using funds from Employee Provident Fund's (EPF) withdrawals
- 5. During the Campaign Period, Eligible Customers who meet the Qualifying Criteria and invest the following cumulative investment amount ("Cumulative Investment Amount") in any of the Eligible Investments shall be eligible for one (1) unit of the gift as set out in the third column of the Table 1 below ("Gift").

	Cumulative Investment Amount (RM)			Gift
Entry for Campaign Participation = CASA Placement	Unit Trust / LTSI		Retail Bond	Giit
	1,800,000	or	2,100,000	Apple iPhone 11 Pro Max 64GB
	1,000,000		1,200,000	Samsung S10 (8GB + 128GB)
	500,000		600,000	Fitbit Versa Smart Watch
	200,000		240,000	JBL Clip 3 Portable Waterproof Speaker
	75,000		100,000	Royal Selangor Marvel Figurines (Collectible every quarter) OR JBL Endurance Run In-Ear Headphones

Table 1

- 6. Cumulative Investment Amount refers to the total amount invested in any of the Eligible Investment during the Campaign Period.
- 7. For the avoidance of doubt, the Cumulative Investment Amount shall not include:-
  - (a) Amounts invested in Eligible Investments which are cancelled, terminated or withdrawn during the Campaign Period; and
  - (b) Amounts invested in Eligible Unit Trusts which are cancelled by exercising the "cooling off" right.
    - "cooling off" right-means:-
    - (i) Any customer who is investing for the first time in any Unit Trust Fund with UOBM will be entitled to exercise the "cooling off" right only once. The "cooling off" right is not applicable for any subsequent investment by the same customer in Unit Trust Fund with UOBM.
    - (ii) If the Eligible Customers elect not to continue with the investment in the eligible Unit Trust Fund within the "cooling off" period, the Eligible Customers will receive the

refund of the investment amount in the eligible Unit Trust Fund and the Unit Trust Fund service charge that was paid.

(iii) The "cooling off" period is a period of six (6) Business Days commencing from the date of receipt of the Unit Trust Fund application by UOBM.

"Business Day" refers to a day on which UOBM is open for business in Kuala Lumpur, Malaysia.

- 8. All Eligible Investments may be subject to a minimum sales charge and/or upfront fee as follows:
  - (a) The Eligible Unit Trusts are subject to a minimum sales charge of 2.8%;
  - (b) Retail bonds are subject to a minimum spread of 2.00 of equivalent currency;
  - (c) Long term structured investments are subject to a minimum upfront fee of 1.6%.
- 9. The Eligible Customers are to refer to the relevant prospectus (for the Eligible Unit Trust) and/or the relevant termsheet (for retail bonds and/or structured investments) for information on the full sales charge and/or upfront fee amount. The Eligible Customers are advised to read and understand the contents of the prospectus (for investments in the Eligible Unit Trust) and/or termsheets (for investments in retail bond and/or structured investments), and if necessary, consult their adviser(s), as well as consider the fees and charges involved before investing.
- 10. All CASA placements by the Eligible Customers under this Promotion are protected by Perbadanan Insurans Deposit Malaysia up to RM250,000 for each depositor". Eligible Customers may obtain a copy of the PIDM brochure from any of UOBM's branches. UOBM is a member of PIDM.
- 11. Investments in Unit Trust Funds, retail bond and long term structured investment are not protected by PIDM.
- 12. The Campaign is not valid with any other UOBM promotions and no other special, additional or preferential rates shall be given under this Campaign.

# Gifts

- 13. Each Eligible Customer is only entitled to a maximum of four (4) units of Gifts in total, throughout the Campaign Period on a first-come-first-served basis, subject to availability.
- 14. The Eligible Customers/authorised person of the Eligible Customers will be notified of their entitlement to the Gift by telephone eight (8) weeks after UOBM decides that the Qualifying Criteria has been met in accordance with this terms and conditions, using the latest telephone numbers furnished to UOBM as shown in UOBM's records. The Eligible Customers/authorised person of the Eligible Customers are entitled to collect the Gift upon signing the Gift Acknowledgement Form.
- 15. The Gift is subject to the following condition:
  - (a) Collection of the Gift will be at the UOBM branch where the Eligible Accounts are maintained by the Eligible Customers, at their own cost and expenses. UOBM shall not entertain any requests for courier of the Gift;
  - (b) UOBM shall not be obligated to replace any damaged or stolen Gift. The Gift is neither transferable nor exchangeable for cash, credit or other goods, in part or in full;
  - (c) UOBM makes no representation or warranties with respect to the Gift, and in particular, makes no warranties with respect to the quality of the Gift or its suitability for any purpose;
  - (d) UOBM reserves the right to substitute or vary the Gift at any time at its own discretion with prior notice, for another gift of equivalent value;
  - (e) UOBM is not liable for any defects or dissatisfaction with the quality of the Gift;
  - (f) UOBM shall not be held liable for any mishaps, injuries or accidents that may occur in the usage of the Gifts received in this Campaign.
  - (g) The Gift is subject to the terms and conditions of the organisation(s) whose products are given out as Gift in this Campaign; and

- (h) UOBM is not affiliated with any of the organisations whose products are given out as Gifts in this Campaign.
- 16. For investments made by Eligible Customers who are joint accountholders, the Gift shall be given to the primary accountholder only.
- 17. Any props, accessories or equipment featured together with the Gift in all printed materials, website or UOBM branches are for decorative purposes only and shall not from part of the Gift.

#### General Terms and Conditions

- 18. By participating in this Campaign, the Eligible Customers agree to be bound by these terms and conditions including any amendments or variations to it and the decision of UOBM in connection with any matter relating to the Campaign shall be final, conclusive and binding on the Eligible Customers.
- 19. By participating in this Campaign, the Eligible Customers consent to UOBM disclosing the personal data and photographs of the Eligible Customers for publishing in any mass media or marketing materials for advertising or publicity purposes in any manner as and when UOBM deems necessary with written consent.
- 20. UOBM shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Eligible Customers resulting directly or indirectly from this Campaign and/or the Gift, unless it arises from UOBM's negligence or willful misconduct specifically related to the Campaign and/or the Gift.
- 21. UOBM shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of the Campaign and/or the Gift published in any mass media, marketing or advertising materials.
- 22. 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 the Gift.
- 23. In the event of any inconsistency between these terms and conditions and any advertising, promotional, publicity and the other materials relating to or in connection with the Campaign, these terms and conditions shall prevail.
- 24. UOBM 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 anytime, with prior notice. For the avoidance of doubt, cancelation, withdrawal, suspension, extension or termination by UOBM of the 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 cancelation, withdrawal, suspension, extension, extension or termination.
- 25. UOBM reserves the right to add, delete, suspend or vary the Campaign terms and conditions, from time to time, wholly or in part, by providing twenty one (21) days prior notice to the Eligible Customers 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 or any other manner as determined by UOBM from time to time.

26. 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.

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