UOBM YEAR END EXTRAVAGANZA CAMPAIGN Terms & Conditions

Updated with effect from 29 November 2019. Revision is made to clauses under **Campaign's Mechanics**, **Prizes** and **Winners Selection Process and Specific Terms and Conditions**.

United Overseas Bank (Malaysia) Bhd (271809-K) ("UOBM") is organizing a "YEAR END EXTRAVAGANZA CAMPAIGN" ("Campaign") from 1 August 2019 until 31 January 2020 (both dates inclusive) or such other dates as may be determined by UOBM from time to time ("Campaign Period").

ELIGIBILITY

- 1. This Campaign is open to all new and existing UOBM individual customers ("Eligible Customers"):
 - 1.1 who is a Malaysian;
 - 1.2 who are 18 years of age and above;
 - 1.3 who are maintaining principal and supplementary UOBM Credit and / or Debit Card ("Eligible Cardmembers"), subject to Clause 4 below;
 - 1.4 who are the primary account holder with valid participating accounts (s) ("Eligible Deposits Customers") as follow ("Participating Account"):
 - a) ONE Account;
 - b) Stash Account;
 - c) Other CASA (ProSave Account-i, Savings Plus Account, InvestPro Account, i-Account, Basic Savings Account, Basic Current Account, Passbook Savings Account, Privilege Account, and Wealth Premium Account); and
 - d) FD Plus-i Account.
 - 1.5 who are new UOBM Personal Internet Banking (PIB) customers whose account(s) are held with UOBM;
 - 1.6 who are new and existing UOBM Mighty app customers whose account(s) are held with UOBM ("Eligible Mighty Customers");
 - 1.7 who are reachable through their latest contact numbers recorded in UOBM's system.
 - 1.8 whose account(s) with UOBM are current, subsisting and not in default in any manner as may be determined by UOBM at its sole and absolute discretion; and
 - 1.9 who are not in breach of the UOBM MasterCard/Visa Cardmember Agreement ("Cardmember Agreement"), Terms and Conditions Governing Accounts and Services (Conventional Banking) and Terms and Conditions Governing Islamic Accounts and Services.
- 2. All UOBM MasterCard/Visa Credit for the Corporate, Purchasing and Private Label Cardmembers shall not be eligible to participate in this Campaign.
- 3. The following persons shall not be eligible to win the Grand Prize, 1st Prize and 5th Prize:-
 - 3.1 All employees (including permanent, contract or temporary staff) of UOBM, UOBM's subsidiary(ies) and UOBM's related company(ies);
 - 3.2 Representatives and/or agents (including advertising and promotion agents) of UOBM, UOBM's subsidiary(ies) and UOBM's related company(ies); and
 - 3.3 Sole-proprietors, Partnerships, Charitable/Non-profit Organizations/Societies, Corporate and Commercial Customers.

PARTICIPATION CRITERIA

- 4. To participate in this Campaign, the Eligible Customers will be receiving an invitation via short messaging service ("SMS") from UOBM upon satisfying the Participation Criteria. The Eligible Customers must follow the instructions provided in the SMS to confirm his/her participation. Only confirmed participation will be entitled to stand a chance to win the Prizes.
- 5. Eligible Customers who have participated in the Campaign's PLAY & WIN or SPIN & WIN before 29 November 2019 will be automatically registered for this Campaign.

ELIGIBLE SPEND

- 6. "Eligible Spend" shall mean any spending of not less than RM60 (or its equivalent in any foreign currency, as the case may be) per transaction made during the Campaign Period using the UOBM Card for this Campaign <u>excluding</u> reloads made to e-wallets which shall include but is not limited to Wechat Pay, Boost, GrabPay, Samsung Pay, Touch n Go, Vcash, Razer Pay, BigPay, Setel, FavePay, Mpay, Kiplepay, ipay88 or Payfy.
- 7. Eligible Spend commences on 1 August 2019 at 00:00 hours (12.00 am Malaysian time) and ends on 31 January 2020 at 23:59 hours (11.59pm Malaysian time).
- 8. In the event that any Eligible Spend is made in a foreign currency other than Ringgit Malaysia, UOBM's prevailing exchange rate should be adopted.
- 9. The supplementary Eligible Cardmembers' Eligible Spend will be combined with the principal Eligible Cardmembers' Eligible Spend during this Campaign Period in determining whether the principal Eligible Cardmember satisfies the Participation Criteria. For the avoidance of doubt, only the principal Eligible Cardmember will be eligible to stand a chance to win the Prizes.
- 10. Non-Eligible Spend shall include the following:
 - 10.1. Finance charges;
 - 10.2. Late charges;
 - 10.3. Annual Fees;
 - 10.4. Split and/or void transactions;
 - 10.5. Reversals or refunds;
 - 10.6. Cash advances;
 - 10.7. Balance Transfer;
 - 10.8. Flexi-Credit Plans;
 - 10.9. Easy Payment Plan purchases;
 - 10.10. Sales and Service Tax or other taxes payable under the applicable law; and
 - 10.11. Such other transactions as UOBM may determine; and such Non-Eligible Spend shall not qualify for this Campaign.
- 11. The Eligible Spend made must be captured by the Card system maintained by UOBM during the Campaign period in order to be eligible for participation in this Campaign.

CAMPAIGN'S MECHANICS

- 12. For Eligible Customers who have participated in the campaign's PLAY & WIN or SPIN & WIN between 1 August 2019 until 29 November 2019, every 5 Eligible Play Attempts outstanding in the Eligible Customers' account will be converted to RMO.25 cash rebate and 1 Eligible Entry to stand a chance to win the Grand Prize. The cash rebate will be credited within twelve (12) weeks after Campaign Period as below:
 - 12.1. For Eligible Credit Cardmembers, the Cash Rebate will be credited to the principal Eligible Cardmembers' account.
 - 12.2. For Eligible Deposits Customers and UOBM Debit Cards Cardmembers, the Cash Rebate will be credited to the primary accountholder of the respective Eligible Deposits Customers' Participating Accounts.
 - 12.3. For Eligible Mighty Customers, the Cash Rebate will be credited to either their principle Eligible Cardmembers' account or Eligible Deposits Customers' Participating Accounts.
 - 12.4. For Eligible Customers who possess both a principle Eligible Cardmember account and a Participating Account, the Cash Rebate will be credited to the principal Eligible Cardmembers' account.
 - 12.5. For Eligible Customers who win vouchers, the respective e-voucher codes will be sent to Eligible Customers via SMS to the mobile phone number recorded in UOBM's system.
- 13. Effective 29 November 2019, the Campaign's PLAY & WIN or SPIN & WIN will be discontinued.
- 14. Eligible Customers are required to perform Eligible Spend to accumulate Eligible Transactions as per Table A to be eligible to stand a chance to win the Prizes in each Unlocked Tiers in Table C.
- 15. Eligible Customers stand chance to win Prizes as they progress higher up the tiers. Unlocking Tier 20 is required to be in the running towards winning one prize from all prize rank, except the Grand Prize.
- 16. Unlocked Tiers are defined as the tiers in which Eligible Customers have satisfied 10 Eligible transactions on the respective tier ("Unlocked Tiers").
- 17. Eligible Customers will begin at Tier 1 and is able to level up after every ten (10) Eligible Transactions performed. The highest unlockable level is Tier 20.
- 18. Eligible Customer will earn Eligible Transaction when they satisfy any of the following criteria as set out in Table A below ("Eligible Transaction"). The Table A illustrates the Eligible Transactions criteria that Eligible Customers can accumulate to unlock tiers and stand a chance to win prizes set out in Table D.

<u>Table A – Eligible Transaction</u>

Categories	No. of Eligible Transactions	Criteria		
		Card		
Retail Spend, Online Spend, Contactless Payment, Card on File / Recurring Payment	Spend, Contactless Payment, Card on File / 1 For every Eligible Spend at a minimum spend of RN			
Deposits				
ONE/Stash Account	3	For every incremental balance in multiples of RM 2,000.00 during the Campaign Period and the same must be maintained throughout the Campaign Period.		
Other CASA	1	For every incremental balance in multiples of RM 2,000.00 during the Campaign Period and the same must be maintained throughout the Campaign Period.		
	Mighty			
Performing financial transactions via Mighty/ FPX	1	Every three (3) unique financial transaction* performed via Mighty/ FPX in a month.		
DuitNow / Mighty Secure Registration	3	Register/Switch DuitNow ID with/to UOB and activat Mighty Secure to perform at least 1 financial transaction using Mighty Secure as authentication method.		

^{*}Only inflow or outflow financial transactions (debit or credit) performed via FPX, JomPAY and DuitNow are eligible. Transaction is considered unique when it is initiated for the first time to a recipient/biller on the particular day of the month. Transaction initiated to the same recipient/biller on the same month will not be considered as unique.

19. Incremental Balance shall mean the Incremental Average Balance (as defined in table B below) of the relevant Participating Account, calculated based on the current Average Balance (as defined in the table B below) minus the previous month Daily Average Balance, more particularly described as follows:

Table B - Calculation of IAB

	Calculation	Example	
Baseline	Sum of daily end day balances of Previous Month Number of days in Previous Month	Sum of daily end day balances of July Number of days in July = RM50,000 31	

Calculation Period for Average Balance	Sum of daily end day balances for the Calculating Month Number of days in the Calculating Month	Sum of daily end day balances for August Number of days in August $= \frac{RM150,000}{31}$	
Incremental Average Balance ("IAB")	Calculation Period for Average Balance – Baseline	$\frac{\text{RM150,000}}{31} - \frac{\text{RM50,000}}{31} = \text{RM3,225.80}$	

20. Table C below shows the Prizes that Eligible Customers could potentially win according to their tiers:

Table C - Prizes

Unlocked Tier(s)	Prize Rank	Prizes	Total Prize(s) throughout the Campaign	Total number of winners
5	7 th Prize	Dyson Supersonic Hair Dryer (Iron / Fuchsia)	Worth up to RM 14,392.00	8 Units
8	6 th Prize	Samsung 65" RU7100 Smart 4K UHD TV	Worth up to RM 20,000.00	5 Units
15	5 th Prize	A pair of tickets for a 4D3N stays on the Royal Caribbean Cruise Line (RCCL) inclusive of return flights via FireFly (Seletar Airport, Singapore) to the destination. Destination: Singapore – Penang – Phuket - Singapore	Worth up to RM 85,440.00	8 Pairs
20 4 th Prize 3 rd Prize		Gintell De'Vano SE Massage Sofa	Worth up to RM 19,940.00	5 Units
		Aluminium Kitchen Cabinets by Alloy Kitchen	Worth up to RM 120,000.00	10 Units
	2 nd Prize	A pair of tickets for a 4D3N trip to Maldives inclusive of return flights via AirAsia to the destination. The package includes as follow: Accommodation: 4 star Paradise Island Resort, North Male Atoll Room Type: Superior Beach Bungalow Meals: 3x Breakfast, Lunch and Dinner Miscellaneous: Return speed boat transfer to island	Worth up to RM 59,880.00	6 Pairs
	1 st Prize	Mazda 2 1.5 Sedan (Tier 10 1 unit and Tier 20 2 units)	Worth up to RM 230,000.00	3 Units
-	Grand	BMW Z4 30i	Worth up to	1 Unit

Prize	RM 460,000.00	
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GRAND PRIZE DRAW

- 21. To stand a chance to win the Grand Prize of BMW Z4 30i, Eligible Customers are required to gather Eligible Entries.
- 22. Eligible Entries shall, for the purpose of this Campaign, mean that a chance that is given to every Eligible Customer to win the Grand Prize ("Eligible Entries"). Eligible Customers are able to gather entries based on the Table D below:

<u>Table D – Eligible Entries for Grand Prize</u>

Category	Criteria	No. of Eligible Entries given for a chance to win the Grand Prize (BMW Z4 30i)	
But il Con L C !!	Cards	4	
Retail Spend, Online	Every ten (10) Eligible Transactions accumulated from Card,	1	
Spend, Contactless	Deposits and Mighty transactions as stated in Table A above.		
Payment, Card on File	Every accumulative RM 5,000.00 Eligible Spend made with	3	
/ Recurring Payment	UOBM Cards based from Retail Spend, Online Spend,		
	Contactless Payment and Card on File / Recurring Payments.		
	Deposit		
ONE / Stash Account	For every incremental balance in multiple of RM10, 000.00	2	
	during the Campaign Period and the same must be maintained throughout the Campaign Period.		
Other CASA	For every incremental balance in multiple of RM10, 000.00	1	
during the Campaign Period and the same must be maintained throughout the Campaign Period.			
FD Plus-i	For every Fresh Funds placement in multiple of RM20,000.00 into FD Plus-i 4-month or 7-month or 12-month during the Campaign Period and the same must be maintained throughout the Campaign Period. "Fresh funds" are funds which are newly transferred and credited to FDPlus-i Account with no more than seven (7) business days.	1	

	The term "Fresh funds" means monies or funds in Ringgit		
	Malaysia howsoever transferred, credited, or paid into the		
	FDPlus-i Account of the Eligible Deposits 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 account(s) of the account holders are utilized by the		
	account holders 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 FDPlus-i Account of the account holders. The term		
	"Business Day" shall mean a day on which UOBM is open for		
	business in Kuala Lumpur, Malaysia.		
	Funds transferred from any existing UOBM's Savings /		
	Current / Fixed Deposit / Foreign Currency account(s) or in		
	the form of UOBM's cheques, cashier's orders or demand		
	drafts shall not be considered as Fresh Funds.		
	Personal Internet Banking (PIB)		
PIB	Register for PIB within Campaign Period.	1	
	Mighty		
Performing financial	For every five (5) unique financial transactions** with a	1	
transactions with minimum of RM60 performed via Mighty Secure in a month.			
Mighty Secure			
DuitNow	For maintaining DuitNow ID with UOB for two (2)	2	
	consecutive months.		

23. The table E below depicts examples of Scenarios for better clarification of prizes that Eligible Customers are eligible to win based on their Tier status:

<u>Table E – Example of Scenarios</u>

Scenario	Situation		Outcome
Α	Eligible Customers	are	Prizes to be possibly won:
	currently at Tier 15.		a) Dyson Supersonic Hair Dryer (Iron / Fuchsia)
			b) Mazda 2 1.5 Sedan (1 unit)
			c) Samsung 65" RU7100 Smart 4K UHD TV
			d) A pair of tickets for a 4D3N stays on the Royal

		Caribbean Cruise Line (RCCL) inclusive of return flights
		via FireFly (Seletar Airport, Singapore) to the
		destination.
	Eligible Customers who	Prizes to be possibly won:
В	have completed Tier 20.	a) Dyson Supersonic Hair Dryer (Iron / Fuchsia)
		b) A pair of tickets for a 4D3N stays on the Royal
		Caribbean Cruise Line (RCCL) inclusive of return flights
		via FireFly (Seletar Airport, Singapore) to the
		destination.
		c) A pair of tickets for a 4D3N full to Maldives inclusive
		of return flights via AirAsia to the destination.
		d) Aluminum Kitchen Cabinets by Alloy Kitchen
		e) Mazda 2 1.5 Sedan
		f) Samsung 65" RU7100 Smart 4K UHD TV
		g) Gintell De'Vano SE Massage Sofa

PRIZES

- 24. Subject to the terms and conditions set out herein, each Eligible Customers will be eligible to win a maximum of one (1) Prize under this Campaign as shown in the Table C above.
- 25. The Grand Prize and 1st Prize shall exclude car registration fee, road tax and insurance coverage. Winners shall be responsible for any additional costs, duties, taxes and/or other incidental expenses, which may be incurred as a result and/or related to their acceptance of the respective prizes.
- 26. The Prizes awarded are non-transferable to any other party or parties and not exchangeable for cash, credit or other goods, whether in part or in full.
- 27. UOBM reserves the right to amend the value of the Prizes at any time with prior notice.

WINNERS SELECTION PROCESS AND SPECIFIC TERMS AND CONDITIONS

- 28. Based on the Unlocked Tiers, Eligible Customers will be shortlisted by UOBM's automated selection system for all Prizes stated in Table C ("Shortlisted Eligible Customers' Criteria").
- 29. At the point of shortlisting, the selected Eligible Customer's account must not be in delinquency, invalid and / or cancelled; failing which selected Eligible Customers will be disqualified.
- 30. Communication to Winners:
 - 30.1. The Shortlisted Eligible Customers will be contacted by UOBM via call or SMS at the mobile phone numbers registered for this Campaign or the latest contact numbers recorded in UOBM's system at any time during office hours within twelve (12) weeks after the Campaign Period. Such call or SMS will be made to the principal or primary account Eligible Customers only.

- 30.2. Standard telecommunication charges will apply for each SMS sent out by Eligible Customers and such charges shall be borne by the Eligible Customers.
- 30.3. The Shortlisted Eligible Customers will be required to answer one (1) question. The Eligible Customers will be deemed as a winner if he/she is able to answer the question correctly.
- 30.4. If any Shortlisted Eligible Customers is unable to answer the question correctly or does not reply the aforesaid call or SMS within the stipulated date/time, he/she will be withdrawn as the Shortlisted Eligible Customers by UOBM and the next Eligible Customers in sequence will be shortlisted.
- 30.5. In the event the Shortlisted Eligible Customers is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the Shortlisted Eligible Customers wishes to withdraw from this Campaign/Prize upon being contacted by UOBM's representative, he/she shall be disqualified from this Campaign/Prize.
- 31. All Winners will be notified via call or SMS by UOBM within twelve (12) weeks after the Campaign ends.
- 32. In order to claim the Grand Prize (BMW Z4 30i) and 1st Prize (Mazda 2 1.5 Sedan), the Winners are required on their own accord and expenses to register with *Jabatan Pengangkutan Jalan* (JPJ) before the prize giving ceremony, on which the date and venue will be determined by UOBM.
- 33. The Winners are also required on to bear the cost of transportation and accommodation at their own expense in order to attend the prize giving ceremony.
- 34. Fulfillment and delivery of the Grand Prize and 1st Prize will be managed by the assigned BMW and Mazda authorized dealers in Malaysia by UOBM.
- 35. The Prize(s) provided 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.
- 36. In relation to the 3rd Prize (i.e. return tickets packaged trip to Maldives), please take note that:
 - 36.1 Passport control and in-country authorities reserve the right to refuse entry. If the winner of the Monthly Prize is refused passage, entry or exit to or from the country/destination being visited, UOBM will not be responsible in any way to compensate the winner for such refusal of passage, entry or exit and any additional costs incurred will be at the sole cost and responsibility of the winner.
 - 36.2 Any form of costs incurred with regards to the Tourist Visa required in their stay at Maldives shall be borne solely by Eligible Customers.
- 37. In relation to the rest of the Prizes excluding Grand Prize, 1st Prize and 3rd Prize, it will be delivered to the Eligible Customers' mailing address as maintained in UOBM's system within twelve (12) weeks after the end of Campaign Period.

UOBM'S GENERAL TERMS AND CONDITIONS

- 38. By participating in this Campaign, the Eligible Customers agree to be bound by these terms and conditions (including any amendments and/or variations to it), the terms and conditions of the Cardmember Agreement, the Terms and Conditions Governing Accounts and Services (Conventional Banking) and Terms and Conditions Governing Islamic Accounts and Services. If there is any inconsistency between these terms and conditions and the terms and conditions of the Cardmember Agreement, and/or the Terms and Conditions Governing Accounts and Services (Conventional Banking) and Terms and Conditions Governing Islamic Accounts and Services in connection with this Campaign, this Campaign's terms and conditions shall prevail.
- 39. The decision of UOBM in all matters relating to this Campaign and in the case of dispute, will be final and binding on the Eligible Customers.
- 40. UOBM shall not be responsible for any failure and/or delay in the transmission of evidence of sales transactions by any merchant(s) or any other party for any reason whatsoever.
- 41. UOBM shall not be responsible for any failure or delay in transmission of sales transactions by Visa/MasterCard Worldwide, merchant establishments, postal or telecommunication authorities or any party in which may result in the Eligible Customers failing to be entitled to the Prizes under this Campaign.
- 42. 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.
- 43. UOBM shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of this Campaign and/or the Prizes offered which are published in any mass media, marketing or advertising materials.
- 44. UOBM shall not be responsible nor shall accept any liabilities of any nature (including injuries, death, consequential loss or damage) however arising or suffered by the Eligible Customers and/or any third parties resulting directly or indirectly from this Campaign and/or the Prizes.
- 45. 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 in respect of this Campaign and the Prizes under this Campaign including but not limited to any warranty of quality, merchantability or fitness of the Prizes.
- 46. 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.

- 47. UOBM reserves the right to replace the Prizes with another prize of a similar or equivalent value, to be determined by UOBM.
- 48. UOBM reserves the right to add, delete, and/or vary this Campaign's terms and conditions, from time to time, wholly or in part, by prior notice at any time to the Eligible Customers through posting on UOBM's website, displaying a notice at any of UOBM's branches and any other manner as determined by UOBM from time to time and such amended terms and conditions shall prevail over any provisions or representations contained in any other promotional materials advertising this Campaign.
- 49. For avoidance of doubt, any variation to the terms and conditions in relation to UOBM's Islamic Products is confined to the extent permitted by Shariah.
- 50. UOBM reserves the right to cancel, withdraw, suspend, extend or terminate this Campaign prior to the expiry of the Campaign Period, wholly or in part, at any time with prior notice. For the avoidance of doubt, any cancellation, withdrawal, suspension, extension or termination by UOBM of this Campaign shall not cause the Eligible Customers to be entitled to make 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, suspension, extension or termination.
- 51. All placements in Participating Account by the Eligible Deposits Customers pursuant to this are protected by *Perbadanan Insurans Deposit Malaysia* ("PIDM") up to RM 250,000.00 for each depositor and subject to PIDM's terms and conditions. UOBM is a member of PIDM.
- 52. UOBM shall not be liable for any default related to this Campaign due to nature disaster, war, riot, strike, terrorism, epidemic, lockout, industrial action, or any event beyond the reasonable control of UOBM.
- 53. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Customers agree the courts of Malaysia shall have non-exclusive jurisdiction over all matters pertaining to this Campaign.

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