

UOB MALAYSIA PRVI MILES ELITE FOREIGN SPEND CAMPAIGN TERMS AND CONDITIONS

Update to the Terms and Conditions: The Campaign Period for **PRVI MILES ELITE Foreign Spend Campaign** (“**Campaign**”) has been extended from 14 January 2024 to 30 June 2024.

United Overseas Bank (Malaysia) Bhd (Company Reg No. 199301017069 (271809-K)) (“**UOB Malaysia**”) is organising the **PRVI MILES ELITE Foreign Spend Campaign** (“**Campaign**”) from 18 October 2023 to 30 June 2024 (both dates inclusive), or until such date(s) as may be determined by UOB Malaysia from time to time (“**Campaign Period**”).

Eligibility to participate

1. This Campaign is open to all new and existing UOB Malaysia individual customers who meet the following conditions:
 - a) Who holds the principal and/or supplementary **UOB PRVI Miles Elite Card** and whose account(s) held with UOB Malaysia are current, valid and subsisting as determined by UOB Malaysia, and not in breach of the UOB Mastercard/Visa Cardmember Agreement (“**Cardmember Agreement**”) and the Eligible Card terms and conditions; or
 - b) Who applies for a new principal and/or supplementary **UOB PRVI Miles Elite Card** within the Campaign Period. Hereinafter customers to be referred as “**Eligible Cardmember**”.
2. Cardmembers shall not be eligible to participate in this Campaign if they fall within **ANY** of the following:
 - (a) All UOB Malaysia corporate, purchasing, business and private label cardmembers.
 - (b) Individual Cardmembers of UOB Malaysia or Cardmembers holding UOB MasterCard/Visa credit card other than the Eligible Card. For the avoidance of doubt, Cardmembers who hold multiple credit cards including Eligible Card may participate in this Campaign using their Eligible Card.
 - (c) Cardmembers whose account(s) are terminated, suspended, cancelled or closed during the Campaign Period.
 - (d) Any accounts held with UOB Malaysia that are delinquent or unsatisfactorily conducted as may be determined by UOB Malaysia.
 - (e) Persons who are or have become mentally unsound, deceased, insolvent, adjudicated bankrupt or have legal proceedings of any nature instituted against them, facing legal incapacity or are incapable of handling their affairs.
 - (f) Representatives and/or agents (including advertising and promotion agents) of UOB Malaysia.
 - (g) Sole-proprietors, partnerships, charitable/non-profit organisations/societies, corporate and commercial customers.
 - (h) Any individual who has not complied with any provision of these terms and conditions.
 - (i) Anyone whom UOB Malaysia may decide to exclude for any reason or with prior notice at any time.

Eligible Spend

3. Subject to these Terms and Conditions, Eligible Cardmember must meet the Eligible Spend to stand a chance to win the cashback.
4. For the purpose of this Campaign, “**Eligible Spend**” means any online and retail spend/transactions that are made using Eligible Card within the Campaign Period as captured in the Bank’s system commences on 18 October 2023 at 00:00 hours (12:00am Malaysia time) and ends on 30 June

2024 at 23:59 hours (11:59pm Malaysia time) billed in foreign currency (“**Foreign Spend**”) and exclude transactions set out in Clause 6 below.

5. All Eligible Spend transactions within the Campaign Period in foreign currency shall be converted to Ringgit Malaysia(RM) based on the prevailing foreign exchange rate as recorded in the Bank's system for the purpose of tabulating the Eligible Spend requirements.
6. The following shall **NOT** be included as Eligible Spend (“Excluded Spend”):
 - (a) Recurring transactions;
 - (b) JomPay;
 - (c) Instalments and/or purchases paid under UOB Cash advances, UOB Balance Transfer, UOB Flexi-Credit Plans or UOB Easi Payment Plan (“EPP”);
 - (d) Credit card fees and charges (i.e finance charges, late charges, annual fee, etc.);
 - (e) Payments (e.g. cashback earned, pay with points, CBOL payment, MEPS payment, etc);
 - (f) Transactions which are subsequently cancelled or refunded;
 - (g) Disputed, unauthorised or fraudulent purchase transactions; and/or
 - (h) Such other transactions as UOB Malaysia may determine.
7. The Bank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by merchant establishment or any other party, which are not within the reasonable control of the Bank.
8. To the fullest extent permitted by law, any determination by the Bank as to which spend category constitutes Eligible Spend and all transactions as recorded by the Bank (save for fraud and manifest error) shall be final and conclusive.

Campaign Mechanics

9. Subject to the Cashback Pool cap set out in Table 2 below, Eligible Cardmember who satisfy the condition of Eligible Spend on online and retail spend/transaction billed in foreign currency will be eligible for cashback stated in Table 1 below.

Table 1: Condition of Eligible Spend				
Card type	Spend category	Minimum foreign spend requirement in a month	Cashback offer	Monthly cashback capping per customer
UOB PRVI Miles Elite Card	Foreign Spend	RM3,000	8% cashback on foreign spend	RM300

10. Total cashback available for each Campaign Month is capped at **RM150,000** per Campaign Month. The cashback will be awarded to Eligible Cardmember who meets the Eligible Spend on a **first-come, first-served** basis for each Campaign Month subject to availability. Refer Table 2 below.

Table 2: Campaign Period and Cashback capping		
Campaign Month	Campaign Period	Cashback Pool capping ¹
1	18 October 2023 – 14 November 2023	RM150,000
2	15 November 2023 – 14 December 2023	RM150,000
3	15 December 2023 – 14 January 2024	RM150,000
4	15 January 2024 – 29 February 2024	RM150,000
5	1 March 2024 – 31 March 2024	RM150,000
6	1 April 2024 – 30 April 2024	RM150,000
7	1 May 2024 – 31 May 2024	RM150,000
8	1 June 2024 – 30 June 2024	RM150,000

Total capping throughout the Campaign Period	RM1,200,000
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¹Once the Cashback Pool Capping for the Campaign Month have been fully exhausted for Eligible Card, no cashback will be awarded to the Eligible Cardmember although the Eligible Spend have been met.

11. At the end of each Campaign Month, the Eligible Spend of each Eligible Cardmember will be calculated and sorted via date and time stamp in ascending order.
12. All Eligible Spend of principal credit card(s) and supplementary credit card(s) shall be automatically tracked for purposes of this Campaign. The Eligible Spend made on the supplementary card shall be consolidated with the respective principal card and not be viewed individually. Only principal cardmembers shall be entitled to receive cashback, the Eligible Spend of each Eligible Cardmember will be calculated and sorted via date and time stamp in an ascending order.
13. UOB Malaysia shall be relying on the information provided by the merchant to determine whether such transaction falls within the Eligible Spend. UOB Malaysia shall not be responsible for any error, failure or delay in the transmission of evidence of sales transactions by merchant establishments or any other party.
14. Any determination by UOB Malaysia as to what constitutes Eligible Spend and all transactions as recorded by UOB Malaysia (save for fraud and manifest error) shall be final and conclusive.

Fulfilment of cashback

15. The cashback will be credited to the Eligible Cardmember's principal Card account within 8 weeks after the end of each Campaign Month and will be reflected in the Eligible Cardmember's credit card account monthly statement on the following month.
16. The following additional terms and conditions shall apply to the cashback:-
 - a) Cashback is non-transferable to any other party or parties and not exchangeable for other goods or credit, whether in part or in full.
 - b) If there is any dispute or non-receipt of cashback, the Eligible Cardmember is required to contact UOB Malaysia by 30 September 2024 the latest to request for an inquiry, no request for any inquiry will be entertained after 30 September 2024.
 - c) Eligible Spend made by the supplementary Cardmembers will be calculated towards the total Eligible Spend made on the Eligible Card. Any cashback received will be credited to the principal Card account.
17. In the event that such account(s) is delinquent, voluntarily or involuntarily suspended, cancelled, closed or terminated for any reason whatsoever before the Eligible Cardmember receive the cashback, the cashback shall be forfeited, and the Eligible Cardmember shall not be entitled any compensation or payment whatsoever. At the time of awarding the cashback, the Eligible Cardmember's card account(s) must fulfil the requirements of this terms and conditions.
18. UOB Malaysia reserves the right to forfeit the cashback with prior notice in the event where a reversal of Eligible Spend entry or termination of the Eligible Cardmember's credit card prior to the cashback being credited to them, or non-compliance or breach of these terms and conditions or the terms and conditions in the Cardmember Agreement.
19. UOB Malaysia reserves the right to substitute the cashback at any time with prior notice for any product of similar or equivalent value with the cashback.
20. In the event the Eligible Cardmember participated in other UOB Malaysia ongoing campaign which the promotion/campaign period overlapped with this Campaign Period and the same Eligible Spend

had been rewarded (or due to receive reward) from such other ongoing campaign(s), the Eligible Cardmember understand that he/she shall not be eligible to participate in this Campaign.

General Terms and Conditions

21. By participating in this Campaign, Eligible Cardmember agree to be bound by this terms and conditions and ALL of the following terms and conditions where applicable, including but not limited to:

- (a) Terms and Conditions Governing Accounts and Services (Conventional Banking);
- (b) UOB Malaysia Visa/MasterCard Cardmember Agreement; and/or
- (c) UOB Malaysia Credit Cards Terms and Conditions for the Eligible Card.

The terms and conditions listed above shall include any amendments or variations to them respectively and the decision of UOB Malaysia in connection with any matter relating to the Campaign shall be final, conclusive and binding on the cardmembers. If there is any inconsistency between this terms and conditions and the terms and conditions listed above, this terms and conditions will prevail.

22. Eligible Cardmember shall seek clarification from UOB Malaysia's authorised representative if there are any terms and conditions that the cardmembers do not understand.

23. The records of 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 cardmembers. Save for manifest error (for example, discrepancies in transactions) or fraud, UOB Malaysia will not be obliged to entertain enquiries or appeals in respect of this Campaign.

24. UOB Malaysia shall not be responsible for any failure or delay in transmission of sales transactions by Visa International Incorporated, MasterCard Worldwide, merchant establishments, postal or telecommunication authorities or any party in which may result in the Eligible Cardmember failing to be entitled to the cashback under this Campaign.

25. UOB Malaysia will not be liable or responsible for any loss or whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the redemption or usage of cashback under this Campaign or participation in this Campaign. Without limiting the foregoing, UOB Malaysia will not be liable or responsible for any undelivered, misdirected, corrupted, lost or delayed text, transmission or transaction or any delay or failure in posting any transaction or accessing any of the UOB Malaysia's online banking services or mobile banking services, howsoever caused.

26. To the fullest extent permitted by law and unless due to UOB Malaysia's gross negligence or wilful misconduct, 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.

27. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of this Campaign and/or the cashback offered which are published in any mass media, marketing or advertising materials.

28. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of the Campaign offered and published in any media, marketing or advertising materials.

29. 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, cancellation, withdrawal, suspension, extension or termination by UOB Malaysia of the Campaign shall not entitle the Eligible Cardmember to any claim or compensation against UOB Malaysia for any and all losses or damages suffered or incurred by the Eligible Cardmember whether as a direct or indirect result of such cancellation, withdrawal, suspension, extension or termination.
30. UOB Malaysia reserves the right to add, delete, suspend or vary the Campaign 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. UOB Malaysia shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Eligible Cardmember 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.
32. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardmember agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

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