UOBM VISA INFINITE ULTRA SPENDER CAMPAIGN

TERMS & CONDITIONS UOBM VISA INFINITE CREDIT CARD

United Overseas Bank (Malaysia) Bhd (271809-K) ("UOBM") is organising a "VISA INFINITE ULTRA SPENDER CAMPAIGN" ("Campaign") from 1 February 2020 until 30 April 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 eligible principal UOBM Visa Infinite Credit Cardmembers ("Eligible Cardmembers") as defined below:
 - a) whose account(s) held with UOBM are current, valid and subsisting as determined by UOBM at its sole and absolute discretion; and
 - b) who are not in breach of the UOBM MasterCard/Visa Cardmember Agreement ("Cardmember Agreement").
- 2. All UOBM MasterCard credit, Corporate, Purchasing and Private Label Cardmembers shall NOT be eligible to participate in this Campaign.

CAMPAIGN MECHANICS

- 3. The top nine (9) Eligible Cardmembers with the highest cumulative spend ("Eligible Spend") during the Campaign Period ("Qualification Criteria") stand to be shortlisted to win the Prizes.
- 4. Eligible Spend commences on 1 February 2020 at 00:00 hours (12.00 am Malaysian time) and ends on 30 April 2020 at 23:59 hours (11.59pm Malaysian time).
- 5. 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 Qualification Criteria. For the avoidance of doubt, supplementary Eligible Cardmembers are not entitled to win the Prizes as only the principal Eligible Cardmember will be eligible to receive the Prizes.
- 6. The Eligible Spend made during this Campaign Period must be captured by the card system maintained by UOBM in order to be eligible for participation in this Campaign.
- 7. Non-Eligible Spend shall include the following:
 - a) Cash advances;
 - b) Balance Transfer;
 - c) Flexi-Credit Plans;
 - d) Easy Payment Plan purchases;
 - e) Finance charges;
 - f) Late charges;
 - g) Annual Fees;
 - h) Split and/or void transactions;
 - i) Reversals or refunds;
 - j) Sales and Service Tax; and
 - k) Such other transactions as UOBM.

The above mentioned Non-Eligible Spend shall not qualify for this Campaign.

8. Subject to the terms and conditions set out herein, each Eligible Cardmember will be eligible to win a maximum of one (1) Prize in this Campaign ("Prize").

Туре	Prizes	Total Winner(s) throughout Campaign Period
First Prize	Samsung 75" 4K Smart TV	2
Second Prize	Samsung Galaxy Fold phone	2
Third Prize	Dyson Vacuum V11	4
Fourth Prize	Apple Ipad PRO 64 GB 11 inch	1

- 9. The Prizes shall be awarded as follows:
 - a) The top two (2) Eligible Cardmembers with the highest Eligible Spend shall receive the First Prize;
 - b) The subsequent two (2) Eligible Cardmembers with the highest Eligible Spend shall receive the Second Prize in same sequence for Third Prize and Fourth Prize
- 10. 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.
- 11. 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.

WINNERS SELECTION PROCESS

- 12. At the point of shortlisting, Eligible Cardmembers must fulfill the Qualification Criteria set out above ("Shortlisted Eligible Cardmember").
- 13. Communication to Shortlisted Eligible Cardmembers
 - a) The Shortlisted Eligible Cardmembers will be contacted by UOBM's representatives via calls 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. Such calls will be made to the principal Eligible Cardmembers only within eight (8) weeks after the expiry of the Campaign Period.
 - b) The Shortlisted Eligible Cardmembers will be required to answer one (1) question. The Eligible Cardmember will be deemed as a winner if he/she is able to answer the question correctly.
 - c) If the Shortlisted Eligible Cardmember is unable to answer the question correctly or does not answer/reply within the stipulated date/time, he/she will be withdrawn as the Shortlisted Eligible Cardmember by UOBM and the next Eligible Cardmember in sequence (who met the Eligibility Criteria) will be shortlisted.
 - d) In the event the Shortlisted Eligible Cardmember is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the Shortlisted Eligible Cardmember wishes to withdraw from this Campaign/Prize upon being contacted by UOBM's representative, he/she shall be disqualified from this Campaign/Prize.
- 14. All winners will be notified either in writing, SMS or via telephone by UOBM within eight (8) weeks after the expiry of the Campaign Period.
- 15. The Prizes 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.

UOBM GENERAL TERMS AND CONDITIONS

- 16. By participating in this Campaign, the Eligible Cardmembers agree to be bound by these terms and conditions and the terms and conditions of the Cardmember Agreement. If there is any inconsistency between these terms and conditions and the terms and conditions of the Cardmember Agreement in connection with this Campaign, these terms and conditions will prevail.
- 17. 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 Cardmembers.
- 18. UOBM shall not be responsible for any failure or delay in transmission of sales transactions by Visa, merchant establishments, postal or telecommunication authorities or any party in which may result in the Eligible Cardmembers failing to be entitled to the Prizes under this Campaign.
- 19. 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 Cardmembers. 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 Cardmembers or any third party will be entertained.
- 20. 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.
- 21. UOBM shall not be responsible nor shall accept any liabilities of any nature (including injuries, death, consequential loss or damage) and however arising or suffered by the Eligible Cardmembers and/or any third party(ies) resulting directly or indirectly from this Campaign and/or the Prizes, unless it was caused by UOBM's gross negligence or willful misconduct
- 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 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.
- 23. In the event of any inconsistency between these terms and conditions and the terms and conditions stated in any advertising, promotional, publicity and other materials relating to or in connection with this Campaign, these terms and conditions shall prevail.
- 24. UOBM reserves the right to add, delete, suspend and/or vary this Campaign's terms and conditions, from time to time, wholly or in part, by providing twenty-one (21) days' prior notice to the Eligible Cardmembers through posting on UOBM's website, displaying a notice at any of UOBM's branches, a statement to be inserted in the Statement of Account of Eligible Cardmembers or any other manner as may be determined by UOBM from time to time.
- 25. UOBM reserves the right to cancel, terminate, extend, withdraw or suspend this Campaign with prior notice. For the avoidance of doubt, any cancellation, termination, extension, withdrawal or suspension by UOBM of this Campaign shall not entitle the Eligible Cardmembers to any claim or compensation against UOBM for any and all losses or damages suffered or incurred by the Eligible Cardmembers whether as a direct or indirect result of such cancellation, termination, extension, withdrawal or suspension.
- 26. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardmembers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.