DEBIT CARD CAMPAIGN 2021

TERMS & CONDITIONS UOB MALAYSIA DEBIT MASTERCARD

United Overseas Bank (Malaysia) Bhd (271809-K) ("UOB Malaysia") is organizing "Debit Card Campaign 2021" ("Campaign") from **1**st **January 2021 till 31**st **December 2021** (both dates inclusive) or such other dates as may be determined by UOB Malaysia from time to time ("Campaign Period").

Update to the Terms and Conditions:

The revisions are made in the following clauses and to be effective from 1st August 2021:

- (a) Clause 12 and 13 are updated to provide better clarity on the criteria to earn Cash Back.
- (b) Table 2 is included to provide illustration of Cash Back reward.

Campaign Eligibility

- 1. This campaign is open to all UOB Malaysia **Debit MasterCard Cardmembers** ("Cardmembers"):
 - (a) Whose account(s) are current, valid, subsisting and in good credit standing as may be determined by UOB Malaysia and
 - (b) Who are not in breach of the UOB Malaysia Debit MasterCard Terms and Conditions, Terms and Conditions governing Accounts and Services (Conventional Banking) and the Terms and Conditions governing Islamic Accounts and Services (collectively referred to as "Eligible Account T&Cs").
- 2. This Campaign is only applicable to Debit MasterCard issued in Malaysia ("Card").
- 3. The following persons shall **not** be entitled to participate in this Campaign:
 - (a) Cardmembers whose UOB Malaysia Debit MasterCard are terminated, suspended or cancelled within the Campaign Period;
 - (b) Cardmembers whose account(s) held with UOB Malaysia are delinquent or unsatisfactorily conducted as determined by UOB Malaysia;
 - (c) Persons who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them; and
 - (d) Cardmembers holding a UOB Junior Debit Card.
- 4. All employees including permanent, contract or temporary staff of UOB Malaysia shall be eligible to participate in this campaign.

CAMPAIGN MECHANICS

- 5. This Campaign consists of the following programs:-
 - (a) Cash Back Activation Program; and
 - (b) Cash Back Spend Program

"Cash Back Activation Program":

- 6. Applicable to Cardmembers who have their Card issued within the Campaign Period and selected Cardmembers who receive Short Message Service (SMS)) invitation with regards to the Campaign from UOB Malaysia.
- 7. In order to be eligible to participate in this Cash Back Activation Program, the Cardmembers are required to spend five (5) retail transactions using the Card, within sixty (60) days from the card issuance date OR within the same calendar month for the selected Cardmembers who receive SMS from UOB Malaysia and be rewarded with 5% cash back based on amount spent. If at least one (1) of the transactions is an online transaction, the Cardmembers will be rewarded with a 10% Cash back instead.

- 8. The Cash Back Activation Program is capped at RM20 per Cardmember throughout the Campaign Period on a first -come, first- served basis.
- 9. After the Cash Back Activation Program requirements have been fulfilled by Cardmembers, they are automatically qualified to participate in the Cash Back Spend Program (as detailed below).
- 10. A total RM80,000 Cash Back is allocated for the Cash Back Activation Program throughout the Campaign Period. UOB Malaysia is not obligated in notifying Cardmembers if the allocation for the Cash Back Activation Program has been completely utilized.

"Cash Back Spend Program":

- 11. All existing Debit MasterCard Cardmembers can participate in the Cash Back Spend Program.
- 12. In order to earn the Cash Back, Cardmembers are required to perform a minimum of five (5) retail transactions at any amount using the Card within the Participating Month as stipulated in Table 1 below ("Eligible Spend"). The following Cash Back shall be rewarded based on the highest transaction amount in each day and total amount of Eligible Spend:
 - (a) 5% Cash Back; or
 - (b) 10% Cash Back if one (1) of the Eligible Spend is an online transaction.
- 13. For avoidance of doubt, if Cardmembers perform multiple transactions in 1 day, only the transaction with the highest amount shall be eligible for the respective Cash Back. Refer to Table 2 below for illustration.

Table 1: Participating Month for Eligible Spend

Participating Month	Dates	Monthly Cash Back Allocation (RM)
1	1 January 2021 – 31 January 2021	20,000
2	1 February 2021 – 28 February 2021	20,000
3	1 March 2021 – 31 March 2021	20,000
4	1 April 2021 – 30 April 2021	20,000
5	1 May 2021 – 31 May 2021	20,000
6	1 June 2021 – 30 June 2021	20,000
7	1 July 2021 – 31 July 2021	20,000
8	1 August 2021 – 31 August 2021	20,000
9	1 September 2021 – 30 September 2021	20,000
10	1 October 2021 – 31 October 2021	20,000
11	1 November 2021 – 30 November 2021	20,000
12	1 December 2021 – 31 December 2021	20,000

- 14. The Cash Back Spend Program is capped at RM20 per Cardmember per Participating Month and RM240 per Cardmember throughout the Campaign Period.
- 15. The maximum Cash Back allocated for the 10% Cash Back Spend Program throughout the Campaign Period is RM240,000. The maximum payout amount for each Participating Month is set out in Table 1. UOB Malaysia will not be responsible in notifying Cardmembers should the allocation for 10% Cash Back Spend Program have been completely utilized.

Scenario A

Customer makes minimum 5 eligible spend (including online) on just 1 day of the Participating Month.

Day 1

Transaction 1 = RM20

Transaction 2 = RM40

Transaction 3 = RM100

Transaction 4 = RM40

Transaction 5 = RM30

Total spent eligible for cashback = RM100 x 10% = RM10*

*subject monthly Cash Back allocation on first-come, first-served basis. Cash Back is capped at RM20 per Cardmember for each Participating Month.

Scenario B

Customer makes minimum 5 eligible spend (including online) on different days of the Participating Month.

Day 1

Transaction 1 = RM110

Transaction 2 = RM40

Day 8

Transaction 3 = RM50

Transaction 4 = RM100

Day 20

Transaction 5 = RM10

Transaction 6 = RM10

Transaction 7 = RM5

Total spent eligible for cashback = RM220 x 10% = RM20*

*subject monthly Cash Back allocation on first-come, first-served basis. Cash Back is capped at RM20 per Cardmember for each Participating Month.

RETAIL TRANSACTION

- 16. Retail Transaction refers to any purchase or payment of goods and/or services with the Card present or Card not-present including but not limited to online purchase or payment, Mail Order or Telephone Order and autopayment.
- 17. Non-Retail Transaction shall include the following:
 - (a) Quasi-Cash transactions (including and not limited to betting and/or gaming transactions);
 - (b) ATM transactions (including and not limited to cash withdrawal, cash advance and deposit transactions);
 - (c) Any fees and charges imposed by UOB Malaysia (including and not limited to annual fees, card replacement fees and cash withdrawal fees); and/or
 - (d) Any unposted, void, cancelled, refunded, disputed, unauthorized or fraudulent transactions;

- 18. The Retail Transaction made during the Campaign Period must be captured by the system maintained by UOB Malaysia in order to be eligible for participation in this Campaign.
- 19. In order to determine whether the Cardmembers meet the respective Eligible Spend, the respective eligible spend for each Participating Month is based on the transaction date and calculated from 00:00 hours (Malaysia time) on the first day of the Participating Month to 23:59 hours (Malaysia time) on the last day of the Participating Month. The date and time will be based on the record maintained by UOB Malaysia and such record shall be deemed as conclusive evidence of transaction made by the Cardmembers.
- 20. For Cards with Point-of-Sale (POS) account linked to joint current account/current account-i or savings account/savings account-i ("CASA"),
 - (a) for "Cash Back Activation Program", each individual Cardmember linked in a joint CASA is eligible to get one Cash Back in the entire campaign period
 - (b) for "Cash Back Spend Program", each individual Cardmember linked in a joint CASA is eligible to get one Cash Back per participating month.

CASH BACK

- 21. The Cardmembers who are entitled for the Cash Back will be notified through a credit advise which will be sent to the Cardmembers' mailing address maintained in UOB Malaysia's system.
- 22. For "Cash Back Activation Program", the Cash Back will be credited into the Cardmembers' CASA within eight (8) weeks to ten (10) weeks after the 60 days of card activation period. Customers who received campaign invitation via SMS, Cash Back will be credited within eight (8) to ten (10) weeks after the participating month when the SMS was sent. The crediting of the Cash Back will be reflected in the Cardmembers' Statement of Account.
- 23. For "Cash Back Spend Program", the Cash Back will be credited into the Cardmembers' CASA within eight (8) weeks to ten (10) weeks after end of each Participating Month. The crediting of the Cash Back will be reflected in the Cardmembers' Statement of Account.
- 24. At the time of awarding the Cash Back, the Cardmembers' CASA must be current, valid and subsisting as may be determined by UOB Malaysia and not in breach of these terms and conditions and the Eligible Account T&Cs.
- 25. Any props, accessories or equipment featured together with the Cash Back in all printed materials or electronic mail are for decorative and illustrative purposes only and shall not form part of the Cash Back.
- 26. The Cash Back awarded is non-transferable to any other party or parties and not exchangeable for other goods or credit, whether in part or in full.
- 27. UOB Malaysia reserves the right:
 - (a) to forfeit the Cash Back in the event where there is a reversal of Eligible Spend or termination of the Cardmembers' Card prior to awarding the Cash Back, or non-compliance or breach of these terms and conditions and the Eligible Account T&Cs with prior notice without assigning any reason; and
 - (b) to substitute the Cash Back with any product of similar or equivalent value with prior notice.

GENERAL TERMS AND CONDITIONS

28. The Cardmembers agree to be bound by these terms and conditions and the Eligible Account T&Cs. If there is any inconsistency between these terms and conditions and the Eligible Account T&Cs in connection with this Campaign, these terms and conditions will prevail.

- 29. UOB Malaysia shall not be responsible for any failure or delay in transmission of sales transactions by MasterCard Worldwide, PayNet, merchant establishments, postal or telecommunication authorities or any party in which may result in the Cardmembers failing to be entitled to the Cash Back under this Campaign.
- 30. The record of transactions maintained by UOB Malaysia and UOB Malaysia's decision on all matters relating to this Campaign, including but not limited to disputes, shall be final, conclusive and binding on the Cardmembers. UOB Malaysia shall not be obliged to give any reason or entertain any correspondence with any person on any matter concerning this Campaign. No appeal and/or correspondence from any Cardmembers or any third party will be entertained.
- 31. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of this Campaign and/or the Cash Back offered which is published in any mass media, marketing or advertising materials.
- 32. UOB Malaysia shall not be responsible nor shall accept any liability of any nature and however arising or suffered by the Cardmembers and/or any third party resulting directly or indirectly from this Campaign unless it arises from UOB Malaysia's gross negligence or wilful misconduct specifically related to this Campaign.
- 33. To the fullest extent permitted by law, UOB Malaysia expressly excludes and disclaims any representation, warranty or endorsement, 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 Cash Back offered under this Campaign.
- 34. 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.
- 35. UOB Malaysia reserves the right to add, delete, suspend and/or vary these terms and conditions, from time to time, wholly or in part, by providing twenty one (21) days prior notice at any time to the Cardmembers through posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches, a statement insert in the Statement of Account and/or any other manner as may be determined by UOB Malaysia 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.
- 36. UOB Malaysia 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, cancellation, withdrawal, suspension, extension or termination of this Campaign shall not entitle the Cardmembers to any claim or compensation against UOB Malaysia for any and all losses or damages suffered or incurred by the Cardmembers whether as a direct or indirect result of such cancellation, withdrawal, suspension, extension or termination.
- 37. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Cardmembers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.