

UOBM Lady's Card

TERMS & CONDITIONS

Effective 1 September 2019

General

These terms and conditions ("Terms and Conditions") shall apply to United Overseas Bank (Malaysia) Bhd's (271809-K) ("UOBM") UOB Lady's Card issued by UOBM to the Cardmember and are to be read together with the UOBM VISA/MASTERCARD Cardmember Agreement ("Cardmember Agreement").

For the avoidance of doubt, "Cardmember" shall mean both the principal and supplementary cardmembers.

Unless defined differently in these Terms and Conditions, words and expressions used in these Terms and Conditions will have the same meaning as in the Cardmember Agreement.

UOBM reserves the right at its sole and absolute discretion at any time to decide on all matters pertaining to the reward or use of any or all of the benefits and privileges stated below and UOBM's decision shall be final and binding on the Cardmembers. The benefits and privileges described below may be amended, supplemented or revoked by UOBM, with prior notice at any time at UOBM's sole and absolute discretion.

UOBM Lady's Card Rewards Programme(s) ("Rewards Programmes")

1. The following are the rewards awarded under the Rewards Programmes:

A. Fashion Ten Programme("Fashion Ten")

- I. The Fashion Ten is valid from 1 January 2019 to 31 December 2019 (both dates inclusive).
- II. This Programme is open to all principal and supplementary UOBM Lady's Cardmembers ("Cardmembers") who hold a UOB Lady's Card ("Card") issued in Malaysia and:
 - a) whose accounts are current, valid, subsisting and in good credit standing as may be determined by UOBM at its sole and absolute decision; and
 - b) who are not in breach of the UOB Lady's Card Terms and Conditions and UOB Visa/MasterCard Cardmember Agreement (collectively referred to as "Eligible Card T&Cs").
- III. The following persons shall **not** be eligible to participate in this Programme:
 - a) Cardmembers whose account is terminated, suspended or cancelled within the Programme Period;
 - b) All other UOBM Credit and Debit Cardmembers;

- c) Cardmembers whose account held with UOBM that is delinquent or unsatisfactory conducted as determined by UOBM at its absolute discretion; and persons who are or have become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.

Programme Mechanics

- IV. The Cardmembers have to spend using their Card with any of the merchant(s) that falls under the Merchant Category Code (“MCC”) in the second column of Table A below during the Programme Period. The Cardmembers will be entitled to receive 10% cash back (“Cash Back”) for all transactions made **directly** to the MCC on every Saturday and Sunday throughout the Programme Period (“Qualifying Spend”). Payment made via **online** is not eligible for the cash back.

Table A

Qualifying Spend Category	Merchant Category Code (“MCC”)	Description	Examples of Merchants
Retail Fashion	5094	PRECIOUS STONES/METALS/WATCHES/JEWELLERY	Armani Exchange, Charles & Keith, Cotton On, Tomei, Swarovski, Vincici, Zara, etc.
	5611	MEN/BOYS CLOTHING/ACCESSORIES STORES	
	5621	LADIES READY-TO-WEAR STORES	
	5631	LADIES ACCESSORY/SPECIALITY STORES	
	5641	CHILDREN'S/INFANTS' WEAR STORES	
	5651	FAMILY CLOTHING STORES	
	5655	SPORTS/RIDING APPAREL STORES	
	5661	SHOE STORES	
	5681	FURRIERS & FUR SHOPS	
	5691	MEN/LADIES CLOTHING STORES	
	5697	TAILORS/SEAMSTRESSES/ALTERATIONS	
	5698	WIG & TOUPEE STORES	
	5699	MISC APPAREL/ACCESSORY SHOPS	
	5941	SPORTING GOODS STORES	
	5944	JEWELLERY, WATCHES, CLOCKS & SILVERWARE STORES	
5948	LUGGAGE/LEATHER GOODS STORES		
5977	COSMETICS STORES		
7296	CLOTHING RENTAL - COSTUME/UNIFORMS, FORMAL WEAR		

If a Card transaction is not classified under any of the MCC, such transaction will not be eligible for the Cash Back.

- V. Subject to Clause XII, the Cash Back awarded is also subject to a minimum Qualifying Spend (“Minimum Qualifying Spend”), as stated in Clause VIII, charged to the Card based on the transaction date and captured by UOBM’s system for that respective calendar month.

- VI. Subject to Clause XI, the Minimum Qualifying Spend shall be a combination of spend by both principal and supplementary Cardmember. For the avoidance of doubt, only the principal Cardmember is entitled to receive the Cash Back.
- VII. The maximum Cash Back to be awarded for Qualifying Spend in each calendar month shall be as follows:

Types of Lady's Card	Minimum Qualifying Spend in a calendar month	Maximum Cash Back to be awarded per calendar month
Classic	RM300	RM30
Platinum	RM500	RM50
Solitaire	RM800	RM80

For newly approved Card, the Minimum Qualifying Spend requirement must be fulfilled within the first calendar month in which the Card was approved. In the event that the qualifying period is less than one month, the Minimum Qualifying Spend requirement still applies.

- VIII. The Cash Back amount will be rounded to the nearest cent.
- IX. All Minimum Qualifying Spend made during the Programme Period must be captured by UOBM's system in order to be entitled to the Cash Back.

Exclusions

- X. The following transactions shall not qualify as Qualifying Spend:
- a) Balance Transfer;
 - b) Cash Advance;
 - c) Flexi-Credit Plans;
 - d) Easi Payment Plan purchases;
 - e) 0% Interest Installment Payment Plans;
 - f) Refunded, disputed, unauthorized or fraudulent retail transactions;
 - g) Top-up transactions;
 - h) Payment of annual card membership fees, interest payments, late payment fees, charges for cash withdrawals, goods and services tax and any other form of service or miscellaneous fees for using the Card; and
 - i) Such other transactions as UOBM may determine from time to time.
- XI. For the purpose of this Programme, the Cash Back shall not be awarded for the following transactions:

- a) Insurance;
- b) Balance Transfer;
- c) Cash Advance;
- d) Flexi-Credit Plans;
- e) Easi Payment Plan purchases;
- f) Recurring payments, auto-debit transactions and standing instructions;
- g) 0% Interest- Installment Payment Plans;
- h) Refunded, disputed, unauthorized or fraudulent retail transactions;
- i) Top-up transactions;
- j) Government transactions:
 - i. Alimony and child support;
 - ii. Fines by Court, government, State authorities or local authorities;
 - iii. Bail or bond payments;
 - iv. Payment of taxes to government; and
 - v. Payment to any government department or agency.
 - vi. Alimony and child support;
- k) Utility bills;
- l) Charity bodies;
- m) Bill Payments;
- n) Petrol transactions;
- o) Cash and cash-based transactions;
- p) Telecommunications;
- q) Payment of annual card membership fees, interest payment, late payment fees, charges for cash withdrawals, goods and services tax and any other form of service or miscellaneous fees for using the Card; and
- r) Such other transactions as UOBM may determine from time to time.

Allocation of Cash Back

- XII. The total Cash Back payout is RM 135,000 per month throughout the Programme Period which will be awarded on a first come, first serve basis. UOBM does not have any obligation to inform the Cardmembers should the Cash Back payout reach the maximum payout limit.
- XIII. In the event where the Cardmembers have more than one Card, the Cash Back will be credited into the highest Card type. For example, if the Cardmember has a UOB Lady's Platinum Card and a UOB Lady's Solitaire Card, the Cash Back will be credited into the Cardmember's UOB Lady's Solitaire Card account.
- XIV. The crediting of the Cash Back will be reflected in the Cardmembers' monthly Statement of Account within two (2) months from the month that the Qualifying Spend was made as shown in Table B below:

Table B: Cash Back Schedule

Qualifying Spend Transaction Period	Cash Back Credited in the Month of :
1 January 2019 – 31 January 2019	February 2019 / March 2019
1 February 2019 – 28 February 2019	March 2019 / April 2019
1 March 2019 – 31 March 2019	April 2019 / May 2019
1 April 2019 – 30 April 2019	May 2019 / June 2019
1 May 2019 – 31 May 2019	June 2019 / July 2019
1 June 2019 – 30 June 2019	July 2019 / August 2019
1 July 2019 – 31 July 2019	August 2019 / September 2019
1 August 2019 – 31 August 2019	September 2019 / October 2019
1 September 2019 – 30 September 2019	October 2019 / November 2019
1 October 2019 – 31 October 2019	November 2019 / December 2019
1 November 2019 – 30 November 2019	December 2019 / January 2020
1 December 2019 – 31 December 2019	January 2020 / February 2020

- XV. At the time of crediting of the Cash Back, the Cardmember's Card account(s) must be current, valid, subsisting and in good credit standing as may be determined by UOBM at its sole and absolute discretion and not in breach of these terms and conditions and the UOB Visa/MasterCard Cardmember Agreement ("Cardmember Agreement").
- XVI. The Qualifying Spend under this Programme shall not be entitled to earn UNIRinggit under the UNIRinggit Rewards Programme.
- XVII. UOBM reserves the right to forfeit the Cash Back in the event where there is a reversal of retail transaction entry, cancellation or termination of the Cardmembers' Card during the Programme Period or non-compliance or breach of these terms and conditions or the Cardmember Agreement with prior notice without assigning any reason.
- XVIII. The Cash Back awarded is non-transferable to any other party and is not exchangeable for cash or other goods, whether in whole or in part.

B. UNIRinggit Reward Points Programme ("UNIRM Points")

- I. 1X UNIRM Point will be awarded for any spend using UOBM Lady's Card except for the items stated in Clause B(VII) below. Redemption of the UNIRM Points shall be subject to the Terms and Conditions of UNIRinggit Rewards Programme at https://www.uob.com.my/assets/pdf/UNIRinggit/ur_tnc.pdf ("Terms and Conditions for UNIRinggit Rewards")

- II. The UNIRM Points accumulated by both the principal and supplementary Cardmembers will be credited into the principal Cardmember's card account and will be reflected in the principal Cardmember's monthly Statement of Account.
- III. The total UNIRM Points earned each month will be reflected in the principal Cardmember's monthly Statement of Account. In the event the system supporting this automated process becomes unavailable, the UNIRM Points earned will be manually fulfilled and reflected in the principal Cardmember's Statement of Account in the following month.
- IV. Any accumulated UNIRM Points including UNIRM Points which are pending crediting into the principal Cardmember's card account shall immediately cease to be valid upon occurrence any of the following:
 - (a) Any cancellation of Lady's Card;
 - (b) Any conversion from Lady's Card to any other UOBM Credit Cards; or
 - (c) Lady's card account becomes delinquent as may be determined by UOBM.
- V. Subject to redemption of the points through the Uniringgit Rewards Redemption website at <https://www.uob.com.my/personal/cards/rewards/uniringgit-rewards-redemption.page>, the UNIRM Points are non-transferable to any other party and not exchangeable for other goods or cash.
- VI. The UNIRM Points earned by the principal and supplementary Cardmembers have no monetary value.
- VII. The following transactions shall be excluded from earning UNIRM Points:
 - a) Balance Transfers;
 - b) Easi Payment Plans;
 - c) 0% Interest-Free Instalment Payment Plans;
 - d) Flexi-Credit Plans;
 - e) Refunded, disputed, unauthorized or fraudulent retail transactions;
 - f) Cash withdrawals;
 - g) Payments to government;
 - h) Alimony and child support;
 - i) Fines by Court, government, State authorities or local authorities;
 - j) Bail or bond payments;
 - k) Payment of taxes to the government;
 - l) Payment to any government department;
 - m) Petrol transactions;
 - n) Transportation transactions;

- o) Top-up transactions;
 - p) Utility bills;
 - q) Charity bodies; and
 - r) Payment of annual card membership fees, interest payments, late payment fees, charges for cash withdrawals, goods and services tax and any other form of service or miscellaneous fees using UOBM Lady's Card.
 - s) The UNIRM Points earned under the UNIRinggit Rewards Programme shall not be entitled to the Cash Back under Fashion Ten
2. UOBM reserves the right at its absolute discretion to cancel, terminate or suspend the Rewards Programmes in whole or in part, at any time with prior notice. For the avoidance of doubt, cancellation, termination or suspension by UOBM of the Rewards Programmes shall not entitle the Cardmember to any claim or compensation against UOBM for any and all losses or damages suffered or incurred by the Cardmembers whether as a direct or indirect result of such cancellation, termination or suspension.
 3. The Cardmembers are eligible to participate in the Rewards Programmes provided that the Cardmembers have not defaulted on any terms and conditions of the Cardmember Agreement.
 4. Without prejudice to the generality of the foregoing, in the event that the rewards are awarded to and received by persons who have committed or are suspected of committing any fraudulent or wrongful act in relation to the use of their UOBM Lady's Card and/or any transaction made using their UOBM Lady's Card, UOBM reserves the right to disqualify such persons from earning or utilizing the UNIRinggit and Discount.
 5. The events above will also entitle UOBM to cancel, revoke, suspend or restrict the use of the UOBM Credit Card and to consolidate all outstanding amounts into the principal UOBM Credit Card account (if applicable).

General Terms and Conditions

7. By participating in the respective Rewards Programmes, the Cardmembers agree to be bound by the terms and conditions of the respective Programmes and the Eligible Card T&Cs. If there is any inconsistency between the terms and conditions of the respective Programmes and the Eligible Card T&Cs in connection with the respective Programmes, the terms and conditions of the respective Programmes shall prevail.
8. UOBM's decision on all matters relating to the respective Programmes shall be final, conclusive and binding the Cardmembers. UOBM shall not be obliged to give any reasons or entertain any correspondence with any person on any matter concerning the respective Programmes.

9. UOBM shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by Visa International Incorporated, MasterCard Worldwide, merchant establishments, postal or telecommunication authorities or any other party which may result in the Cardmembers' failing to be entitled to the rewards under the Rewards Programme..
10. UOBM shall not be responsible nor shall accept any liability of any nature and however arising or suffered by the Cardmembers and/or third parties resulting directly or indirectly from the respective Programmes unless it arises from UOBM's gross negligence or wilful misconduct specifically related to the respective Programmes.
11. UOBM is not affiliated with the participating merchants and/or outlets and makes no representation or warranty with respect to the quality of the items and/or services supplied by the participating merchants and/or outlets.
12. UOBM shall not be liable for any defect or dissatisfaction with the quality of the items and/or services supplied by the participating merchants and/or outlets.
13. UOBM shall not be liable for any misrepresentation or misinterpretation of facts by any unauthorized third party in respect of the respective Programmes which is published in any mass media, marketing or advertising materials.
14. To the fullest extent permitted by law, UOBM 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 the respective Programmes.
15. 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 Programmes, the terms and conditions of these Programmes shall prevail.
16. UOBM reserves the right to add, delete and/or vary the respective Programmes' terms and conditions, from time to time, wholly or in part, at its absolute discretion, by providing twenty one (21) days' prior notice to the Cardmembers via posting on UOBM's website, displaying a notice at any of UOBM's branches, a statement insert in the Statement of Account or any other manner as may be determined by UOBM from time to time.
17. UOBM reserves the right to cancel, terminate or suspend the respective Programmes with prior notice. For the avoidance of doubt, any cancellation, termination or suspension by UOBM of the respective Programmes shall not entitle the Cardmembers to any claim or compensation against UOBM for any and all losses or damages suffered or incurred by the Cardmembers whether as a direct or indirect result of such cancellation, termination or suspension.

18. 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.