

UOB YOLO Card Terms and Conditions

Effective 1 April 2022

General

These terms and conditions ("Terms and Conditions") will apply to the Cardmembers who have a UOB YOLO Card issued by United Overseas Bank (Malaysia) Bhd (Company Reg. No. 199301017069 (271809-K)) ("UOB Malaysia") and are to be read together with the UOB VISA/MASTERCARD Cardmember Agreement ("Cardmember Agreement").

For the avoidance of doubt, "Cardmember" shall mean both the principal and supplementary Cardmembers who have a UOB YOLO Card.

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.

UOB Malaysia reserves at any time to decide on all matters on the award of the cashback stated below and UOB Malaysia's decision shall be final and binding on the Cardmember. The benefits and privileges described below may be amended, supplemented or revoked by UOB Malaysia at any time with prior notice.

UOB YOLO Card Cashback Programme ("Programme")

1. UOB YOLO Card ("Card") comes with the feature of awarding 5% Cashback on Online Spend, Dining Spend, and Contactless Spend ("Cashback").
2. Notwithstanding Clause 1 above, the total Cashback awarded for Online Spend, Dining Spend and Contactless Spend categories for both principal and supplementary Card combined is capped at maximum of RM30 per month. Under the Online Spend category, the total Cashback awarded for e-Wallet top-ups shall be capped at maximum of RM15 per month.
3. To be eligible for Cashback, Cardmembers are required to meet a minimum spend requirement of RM600 using the Card within the calendar month. For avoidance of doubt, minimum spend is defined as the total retail transaction within each calendar month excluding the below:

- (a) transactions made on Balance Transfer, Cash Advance, Easi-payment Plan (EPP), Flexi Credit Plans;
 - (b) refunded, disputed, unauthorized or fraudulent retail transactions; and
 - (c) payment of annual card membership fees, interest payments, late payment fees, charges for cash withdrawals, government service tax and any other form of service / miscellaneous fees.
4. For newly approved Cards, the requirement stated in Clause 3 must be fulfilled within the first calendar month. In the event that the qualifying period is less than one month, the requirements still apply.
5. Table 1 that follows define the Cashback categories eligible under the Programme and the maximum amount of Cashback eligible within each category on every calendar month, upon meeting the requirement set out in Clause 3.

Cashback Category	Merchant / Merchant Category Codes (MCC)	Cashback Rate	Maximum amount of Cashback eligible every calendar month (RM)
Online (non e-Wallet)	All merchants not listed within exclusions in Clause 9	5%	30
Online (e-Wallet)	4829, 6012, 6051, 6211, 6540	5%	15
Dining	5811, 5812, 5813, 5814	5%	30
Contactless	All merchants not listed within exclusions in Clause 9	5%	30

Table 1

The MCC and the transactions classified under it are assigned by Visa International Incorporated. If a Card transaction is not classified under any of the MCC above, such transaction will not be eligible for the Cashback.

6. Subject to Clause 9, Contactless Spend shall include all Visa Contactless transactions made at merchant's point-of-sale (POS) using the Card.
7. The total Cashback payout is RM200,000 per calendar month which will be awarded on a first-come, first-served basis. UOB Malaysia does not have any obligation to inform the Cardmembers should the Cashback payout reach the maximum payout limit.
8. For the avoidance of doubt, only the principal Cardmember is entitled to the Cashback, and the Cashback amount will be rounded up to the nearest cent.

9. The Cashback will only be awarded for any spend and payments made under the categories set out in Table 1 above using the Card only. The following transactions shall **not** be eligible to earn any Cashback under this Programme:

- (a) Balance Transfer;
- (b) Cash Advance;
- (c) Flexi Credit Plans;
- (d) Credit Shield;
- (e) Easi-Payment Plan purchases;
- (f) Instalment Payment Plan (IPP) purchases;
- (g) Refunded, disputed, unauthorized or fraudulent retail transactions;
- (h) Cash withdrawals;
- (i) 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 departments.
- (j) Financial services transactions (e.g. transactions made to other financial institutions, transferring of value to a stored value card, purchases of other financial products, etc.);
- (k) Charity bodies;
- (l) Petrol transactions;
- (m) Utility transactions;
- (n) JomPAY transactions;
- (o) Telecommunication transactions;
- (p) Insurance transactions;
- (q) Payment of annual card membership fees, interest payments, late payment fees, charges for cash withdrawals, goods and services tax and any other form of taxes/service/miscellaneous fees using the Card; and
- (r) Such other transactions as UOB Malaysia may determine from time to time.

10. Any accumulated Cashback including Cashback which have yet to be credited into the Cardmember's Credit Card Account shall immediately be forfeited and the Cardmembers will not be entitled to enjoy the benefit of the Cashback upon the occurrence of any one of the following:

- (a) Any cancellation of the Card;
- (b) Any conversion of the Card to any other UOB Malaysia Cards and no refund, extension or compensation shall be given by UOB Malaysia;
- (c) The Card Account becomes delinquent, terminated or suspended for whatever reason;

- (d) The Cardmember breaches any of these Terms and Conditions or the terms and conditions in the Cardmember Agreement;
- (e) The Cardmember is deceased or commits an act of bankruptcy or allows a judgment to remain against him/her for more than twenty-one (21) days; or
- (f) The financial position of the Cardmember is or has become unsound and UOB Malaysia is of the view that the Cardmember's ability to fulfill these Terms and Conditions or the terms and conditions in the Cardmembers Agreement is or has become impaired.

11. The monthly Cashback earned by the principal and supplementary Cardmembers under this Programme in a calendar month will be credited to the principal Cardmember's Card account by the last day of the following month. By using the Card, the Cardmember shall be deemed to have accepted and agreed to this method of crediting.

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- 12. The Cardmembers agree to be bound by this terms and conditions including any amendment and/or variation to it and the terms and conditions in the Cardmember Agreement. If there is any inconsistency between these terms and conditions and the Cardmember Agreement, these terms and conditions will prevail.
- 13. Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the Cardmembers do not understand.
- 14. UOB Malaysia reserves the right to cancel, terminate or suspend the Programme in whole or in part, at any time with prior notice. For the avoidance of doubt, cancellation, termination or suspension by UOB Malaysia of the Programme shall not entitle the Cardmember 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, termination or suspension, unless it is due to UOB Malaysia's gross negligence or willful misconduct specifically related to the Programme.
- 15. The Cardmembers are eligible to participate in the Programme provided that the Cardmembers have not defaulted on any terms and conditions of the Cardmember Agreement.
- 16. Without prejudice to the generality of the foregoing, in the event that the cashback 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 Card and/or any transaction

made using their Card, UOB Malaysia reserves the right to disqualify such persons from earning or utilizing the cashback.

17. The events above will also entitle UOB Malaysia to cancel, revoke, suspend or restrict the use of the UOB Credit Card and to consolidate all outstanding amounts into the principal UOB Credit Card account (if applicable).
18. UOB Malaysia's decision on all matters relating to the Programmes shall be final, conclusive and binding the Cardmembers. UOB Malaysia shall not be obliged to give any reasons or entertain any correspondence with any person on any matter concerning the Programmes.
19. UOB Malaysia 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 Programmes.
20. UOB Malaysia 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 Programmes unless due to UOB Malaysia's gross negligence or willful misconduct specifically related to the Programmes.
21. UOB Malaysia 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.
22. UOB Malaysia 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.
23. UOB Malaysia shall not be liable for any misrepresentation or misinterpretation of facts by any unauthorized third party in respect of the Programmes which is published in any mass media, marketing or advertising materials.
24. To the fullest extent permitted by law, UOB Malaysia expressly excludes and disclaims any representation, warranty or endorsement, 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 in respect of the Programmes.

25. 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.
26. UOB Malaysia reserves the right to add, delete and/or vary the Programmes' terms and conditions, from time to time, wholly or in part, by providing prior notice to the Cardmembers via posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches/statement message/eDM or any other manner as may be determined by UOB Malaysia from time to time.
27. Cardmembers are eligible to participate in the Programme provided that the Cardmembers have not defaulted on any terms and conditions of the Cardmember Agreement.
28. 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.

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