

## UOB EVOL Card (formerly known as UOB YOLO Card) Terms and Conditions

Effective Date: 1 April 2023

### General

These terms and conditions ("Terms and Conditions") will govern the use of UOB EVOL CARD ("Card" or "UOB EVOL Card") issued by United Overseas Bank (Malaysia) Bhd (Company Registration no. 199301017069 (271809-K) ("UOB Malaysia"). The Terms and Conditions are to be read together with the UOB VISA/MASTERCARD Cardmember Agreement ("Cardmember Agreement"), and if there is any conflict or discrepancy between the two in respect of the Card, these Terms and Conditions will prevail.

For the avoidance of doubt, "Cardmember" shall mean both the principal and supplementary Cardmembers who are the holder of UOB EVOL 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 EVOL Card Cashback Programme ("Programme")

1. UOB EVOL Card Cardmembers are entitled to earn cashback on the following transactions charged to the Card:-

(a) 8% Cashback on \*Sustainable Partners

*\*Note : Sustainable Partners refers to partners with sustainable merchants with green initiatives such as Kiehls, Innisfree etc.*

(b) 5% Cashback on Online Spend, Entertainment Spend, and Contactless Parking Spend.

The 8% Cashback and the 5% Cashback above shall collectively be referred to as ("Cashback")

2. The UOB EVOL Cardmembers may be rewarded with Cashback by spending with UOB EVOL Card. To be eligible for the Cashback, Cardmembers are required to meet minimum spend requirement as follows:-
  - (a) Tier 1 - minimum RM1,000 to not more than RM1,999.99
  - (b) Tier 2 - minimum RM2,000 or more
3. For Tier 1, subject to Clause 2 above and provided that the monthly spend on the Cashback Category commensurate with the MCC under Clause 7 below, the total collective Cashback earning for spending on Sustainable Partners, Online Spend, Entertainment Spend and Contactless Parking Spend categories for both principal and supplementary Card is capped at a maximum of RM30 for each calendar month. For Online Spend category, the total Cashback awarded for e-wallet top-ups shall be capped at maximum of RM15 for each calendar month.
4. For Tier 2, subject to Clause 2 above and provided that the monthly spend on the Cashback Category commensurate with the MCC under Clause 7 below, the total collective Cashback earning for spending on Sustainable Partners, Online Spend, Entertainment Spend and Contactless Parking Spend for both principal and supplementary Card is capped at a maximum of RM50 for each calendar month. For Online Spend category, the total Cashback awarded for e-wallet top-ups shall be capped at maximum of RM15 for each calendar month.
5. For avoidance of doubt, “minimum spend” is defined as the total retail transaction successfully charged and posted to the Cardmember’s Card account 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.
  - d. transactions made via FPX.
6. For newly approved Cards, to earn the Cashback, the Cardmembers must fulfill the same requirement within the first calendar month from the Card activation date notwithstanding that the qualifying period is less than one month.
7. Subject to these Terms and Conditions, Table 1 and Table 2 below summarizes the Cashback categories which are eligible under the Programme and the maximum amount of Cashback eligible within each Cashback Category on every calendar month.

**Table 1**

Cashback Category	Cashback Rate		Maximum amount of Cashback eligible every calendar month (RM)	Merchant / Merchant Category Codes (MCC)
	Spend (<RM1,000)	Tier 1 Spend (RM1,000 – RM1,999.99)		
Online – Non e-wallet	0%	5%	30 (Capped RM15 for online E-wallet)	All merchants not listed within exclusions in Clause 10
Online – E-wallet				4829, 6012, 6051, 6211, 6540
Entertainment				Motion Picture Theaters (7832); Theatrical Producers (7922); Bands, Orchestras, and Miscellaneous Entertainers Not Elsewhere Classified (7929); Bowling Alleys (7933); Video Amusement Game Supplies (7993); Video Game Arcades and Establishments (7994); Amusement Parks, Circuses, Carnivals, and Fortune Tellers (7996)
Contactless Parking		7523		
Sustainable Partners		8%		<ul style="list-style-type: none"> <li>• L’occitane</li> <li>• Kiehls</li> <li>• Innisfree</li> <li>• M.A.C / MAC (makeup)</li> <li>• Origins</li> <li>• The Body Shop</li> </ul>

**Table 2**

Cashback Category	Cashback Rate	Maximum amount of Cashback eligible every calendar month (RM)	Merchant / Merchant Category Codes (MCC)
	Tier 2 Spend (≥RM2,000)		
Online – Non e-wallet	5%	50 (Capped RM15 for online E-wallet)	All merchants not listed within exclusions in Clause 9
Online – E-wallet			4829, 6012, 6051, 6211, 6540
Entertainment			Motion Picture Theaters (7832); Theatrical Producers (7922); Bands, Orchestras, and Miscellaneous Entertainers Not Elsewhere Classified (7929);

			Bowling Alleys (7933); Video Amusement Game Supplies (7993); Video Game Arcades and Establishments (7994); Amusement Parks, Circuses, Carnivals, and Fortune Tellers (7996)
Contactless Parking			7523
Sustainable Partners	8%		<ul style="list-style-type: none"> <li>• L'occitane</li> <li>• Kiehls</li> <li>• Innisfree</li> <li>• M.A.C / MAC (makeup)</li> <li>• Origins</li> <li>• The Body Shop</li> </ul>

*Disclaimer:*

“**MCC**” (Merchant Category Code) classifies the type of category codes for goods or services provided by the merchant. The assignment of MCC for each merchant is performed by the respective merchant’s acquiring bank and the aforesaid acquiring bank’s sole responsibility to assign the correct MCC. For the avoidance of doubt, UOB Malaysia shall not be held responsible for such discrepancies, as such assignment of MCCs. are not performed by UOB Malaysia hence it is beyond the control of UOB Malaysia.

8. Transaction incurred by supplementary cardmember will accrue to the principal card for the purposes of computing the minimum spend requirement. For the avoidance of doubt, if the supplementary Cardmember earn the Cashback, the Cashback earned will be credited into the principal Cardmember’s Card. The Cashback amount will be rounded up to the nearest cent.
9. The Cashback will only be awarded for any spend and payments successfully charged and posted to the Cardmember’s Card account made under the categories set out in Table 1 and Table 2 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; or
- (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 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.
12. The Cashback is neither transferable nor exchangeable for cash, rewards points, credit, good and services, product or privileges or other kind in full or in part and is not refundable or replaceable.
13. Any Cashback awarded in respect of any reversed, voided, refunded or cancelled transactions will be deducted from the Card account.

## **General Terms and Conditions**

14. Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the Cardmembers do not understand.
15. 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 Programme shall be final, conclusive and binding on the Cardmembers.
16. UOB Malaysia reserves the right to cancel, withdraw, extend, terminate or suspend the Programme in whole or in part, at any time with prior notice. For the avoidance of doubt, cancellation, withdrawal, extension, 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, withdrawal, extension, termination or suspension.
17. 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.
18. 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.

19. 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).
20. UOB Malaysia reserves the right to decide on all matters relating to the Programme and the use of the Card including its features, benefits and award of the Cashback. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. 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.
26. To the fullest extent permitted by law and unless due to UOB Malaysia's gross negligence or willful misconduct, UOB Malaysia expressly excludes and disclaims any representation, 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 in respect of the Programmes.

27. UOB Malaysia reserves the right to revise, change, 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 To the fullest extent permitted by law, the Cardmembers' retention or use of the Card after the effective date of such variations, revisions or changes will constitute the acceptance of such variations, revisions and changes without any reservation.
28. Cardmembers are eligible to participate in the Programme provided that the Cardmembers have not defaulted on any terms and conditions of the Cardmember Agreement.
29. 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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