

# UOB MALAYSIA UOB SPENDTASTIC BONANZA CAMPAIGN 2024 TERMS AND CONDITIONS

United Overseas Bank (Malaysia) Bhd (Company Reg No. 199301017069 (271809-K)) ("**UOB** Malaysia") is organising the **UOB Spendtastic Bonanza Campaign 2024** ("Campaign") from 6 December 2024 to 28 February 2025 (both dates inclusive), or until such date(s) at 23:59 hours (11:59pm Malaysia time), or until such date(s) as may be determined by UOB Malaysia from time to time ("**Campaign Period**").

#### Eligibility

1. This Campaign is open to all new and existing UOB Malaysia individual customers who holds the principal and/or supplementary UOB Mastercard/Visa Credit Card ("UOB Credit Card") and/or Debit Card and whose account(s) held with UOB Malaysia are current, valid and subsisting as determined by UOB Malaysia, and not in breach of the UOB Mastercard/Visa Cardmember Agreement ("Cardmember Agreement") and/or the Terms and Condition Governing Accounts and Services (Conventional Banking).

(UOB Mastercard/Visa credit card and/or Debit Card are collectively referred to as "**UOB Cards** or "**UOBCard**" if singular)

Hereinafter customers to be referred as "Eligible Cardmembers" or, each "Eligible Cardmember".

- 2. Cardmembers shall not be eligible to participate in this Campaign if they fall within **ANY** of the following:
  - (a) Non-individual Cardmembers of UOB Malaysia or individual Cardmembers who does not hold any principal and/or supplementary UOB Mastercard/Visa Credit and/or Debit Card but holder of any of the following UOB Commercial Cards:
    - UOB Malaysia Business Card,
    - UOB Malaysia Corporate Card,
    - UOB Malaysia Purchasing Card,
    - UOB Malaysia Private Label.
  - (b) Persons who are or have become mentally unsound, deceased, insolvent, adjudicated bankrupt or have legal proceedings of any nature instituted against them, facing legal incapacity or are incapable of handling their affairs.
  - (c) Customers whose account(s) or UOB Cards held with UOB Malaysia are terminated, closed, delinquent or unsatisfactorily conducted as determined by UOB Malaysia within the Campaign Period.
  - (d) Representatives and/or agents (including advertising and promotion agents) of UOB Malaysia.
  - (e) Sole-proprietors, partnerships, charitable/non-profit organisations/societies, corporate and commercial customers.
  - (f) Any individual who has not complied with any provision of these terms and conditions.
  - (g) Anyone whom UOB Malaysia may decide to exclude for any reason or with prior notice at any time.
- All employees (including permanent, contract or temporary staffs) of UOB Malaysia, UOB
  Malaysia's subsidiary (ies) and UOB Malaysia's related company (ies) shall not be eligible to win
  the Grand Prize.



#### **Sub-campaigns**

4. This Campaign will be divided into three (3) Campaign Months below and will consist of four (4) sub-campaigns as stated below:

Table 1: Campaign Months			
Campaign Month Period			
1	6 December 2024 – 31 December 2024		
2	1 January 2025 – 31 January 2025		
3	1 February 2025 – 28 February 2025		

- Sub-campaigns:
  - a) Grand Prize

Three (3) Eligible Cardmembers will each win RM180,000 cashback throughout Campaign Period.

- b) Monthly Prizes
  Fifty (50) Eligible Cardmembers will each win RM1,800 cashback each Campaign Month.
- c) Daily Cashback

Every 180th Eligible Daily Cashback Transaction (minimum spend of RM80 in single transaction) will be rewarded with RM180 cashback, capped at 180 winners in a Campaign Day.

- d) Top Spender prizes
  - Ten (10) Eligible Cardmembers with highest cumulative foreign spend and ten (10) Eligible Cardmembers with highest cumulative local spend throughout the Campaign Period will win RM18,000 and RM8,000 cashback respectively.
- 6. The cashback in Grand Prize, Monthly Prizes, Daily cashback, and Top Spender prizes shall collectively be referred as "Cashback".

# **Qualifying Spend**

- 7. Subject to these Terms & Conditions, Qualifying Spend means any spending using UOB Cards during the Campaign Period settled in local currency ("Local Spend") and/or foreign currency ("Foreign Spend") commences on 6 December 2024 at 00:00 hours (12.00 AM Malaysian time) and ends on 28 February 2025 at 23:59 hours (11.59pm Malaysian time).
- 8. All the Foreign Spends shall be converted to Ringgit Malaysia (RM) based on the prevailing foreign exchange rate as recorded in the Bank's system for the purpose of calculating the Qualifying Spend requirement.
- 9. Qualifying Spend shall NOT include the following:
  - a) Instalments and/or purchases paid under UOB Cash advances, UOB Balance Transfer, UOB Flexi-Credit Plans, UOB Balance Conversion, UOB Easi Payment Plan or UOB 0% Instalment Payment Plan; or
  - b) Balance Transfer; or
  - c) Credit card fees and charges (i.e finance charges [also known as "retail interest" in the UOB credit card statement], late charges, annual fee, etc.); or
  - d) Void transactions; or
  - e) Reversals or refunds; or



- g) Any taxes or levies; or
- h) Such other transactions as UOB Malaysia may determine.
- 10. Qualifying Spend performed by supplementary credit card will be combined with its principal credit card in determining the total Qualifying Spend for the purpose of this Campaign. For the avoidance of doubt, only the principal Cardmember will be eligible to receive the Cashback.
- 11. At the end of each day, the Qualifying Spend will be calculated and sorted via date and time stamp in an ascending order.
- 12. The Qualifying Spend made during the Campaign Period must be captured by the UOB Malaysia's system and posted not later than 14th day from the end of each Campaign Month.
- 13. UOB Malaysia shall be relying on the information provided by the merchant to determine whether such transaction falls within the Qualifying Spend. UOB Malaysia shall not be responsible for any error, failure or delay in the transmission of evidence of sales transactions by merchant establishments or any other party.
- 14. Any determination by UOB Malaysia as to what constitutes Qualifying Spend and all transactions as recorded by UOB Malaysia (save for fraud and manifest error) shall be final and conclusive.
- 15. The Bank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by merchant establishment or any other party, which are not within the reasonable control of the Bank.
- 16. To the fullest extent permitted by law, any determination by the Bank as to which spend category constitutes Qualifying Spend and all transactions as recorded by the Bank (save for fraud and manifest error) shall be final and conclusive.

## **Campaign Entries**

- 17. Eligible Cardmembers who fulfil the Qualifying Spend and the following activities in Table 2 will earn entries ("Entries") for the purpose of shortlisting of:
  - a) Grand Prize winners; and/or
  - b) Monthly Prize winners.

Table 2: Activities to earn Entries			
Activities	Requirements	Entries	
Spend related			
Every RM50 Local Spend in single transaction	All categories spend	1	
Every RM50 Foreign Spend in single transaction	All categories spend	5	
New Card, Loan and/or Account			
New approved and/or account opening	For each successful approved new application/booking on following:  • Personal Loan application <sup>1</sup> • UOB Credit Card application <sup>1</sup> (applicable to both Principal and Supplementary Credit Cards)	10	



Others	Current or saving ("CASA") account opening such as:  i. One Account; ii. Stash Account; iii. Lady's Savings Account; iv. Savings Plus Account; v. InvestPro Account; vi. i-Account; vii. Basic Savings Account; viii. Basic Current Account; ix. Privilege Account; and x. Wealth Premium Account.	
New booking	For each successful new booking on following during the Campaign Period:  • Instalment Payment Plan (IPP)  • Easi-Payment Plan (EPP)  • Flexi Credit Plan (FCP)  • Credit Shield Plus (CSP)  • Credit Line Increase (CLI)  • Pay with UNIRinggit	5
Monthly bonus entries <sup>2</sup>		
Multi-relationship with Bank	Eligible Cardmember who holds at least one (1) UOB Credit Card AND any of following products in any Campaign Month:  1. CASA account; and /or 2. mortgage; and /or 3. personal loan	

## Note:

- ¹Application must be submitted during the Campaign Period and successfully approved by UOB Malaysia by 31 March 2025 (i.e. one (1) month after the end of the Campaign Period).
- <sup>2</sup>Monthly bonus entries of 50 Entries will be awarded on a monthly basis at the end of each Campaign Month and capped to one (1) time awarding (i.e. 50 entries) per Eligible Cardmember in a Campaign Month.
- 18. With the Entries earned, Eligible Cardmember can accelerate the Entries earned through the entry multiplier ("Entry Multiplier"). The Entry Multiplier calculation is determined by multiplying the total Entries earned by the Eligible Cardmember with the total number of days that the Eligible Cardmember spent using UOB Cards in a Campaign Month. Entries earned through the Entry Multiplier is illustrated in Table 3 below:

Table 3: The Entry Multiplier				
Campaign Month	Entries earned for the month	Total number of days with card spending	Entry Multiplier calculation	Total Entries earned
1	250	20	250 x 20 days	5,000
2	1,230	14	1,230 x 14 days	17,220
3	325	10	325 x 10 days	3250



- 19. The Entry Multiplier will be reset (i.e. set back to 0) on the start of each Campaign Month at 00.00 hours.
- 20. For the avoidance of doubt, Entries earned from the Entry Multiplier will NOT include the monthly Bonus Entries above.
- 21. All related UOB Credit cards and/or Debit Mastercard which include Principal Credit Card(s) and Supplementary Credit Card(s) and/or Debit Mastercard shall be automatically tracked for the purposes of this Campaign. If the Eligible Cardmember has multiple UOB Credit Cards and/or Debit Mastercard, the Qualifying Spend(s) and/or Entries made on all his/her UOB Credit Cards and/or Debit Mastercard including principal and supplementary shall be consolidated and not be viewed individually.
- 22. For Cardmembers holding multiple cards with UOB Malaysia, Qualifying Spend(s) and/or Entries made on all his/her UOB Credit or Debit cards including supplementary card(s) will be consolidated on customer level. As an illustration, if Eligible Cardmember A holding one principal UOB PRVI Miles Elite Card with one supplementary credit card for her son, one UOB World Card as supplementary and one UOB debit card. Entries that will be consolidated under Eligible Cardmember A's name are Qualifying Spend on Eligible Cardmember A's UOB PRVI Miles Elite (principal and supplementary) and UOB Debit Card.
- 23. The tabulation of Entries for each Qualifying Spend shall be based on those transacted within the Campaign Period and not later than 14th day from the end of each Campaign Month.

## **Campaign Prizes**

24. Subject to each sub-campaigns mechanics, Eligible Cardmembers will stand a chance to win the following as stated in Table 4 below:

Table 4: Campaign Prizes			
Types	Prizes	Quantity	Requirements
Grand Prize	RM180,000 cashback	3 winners throughout the Campaign Period	Subject to the mechanic applicable for the Grand Prize, there will be a total of three (3) Grand Prize winners throughout the Campaign Period
Monthly Prizes	RM1,800 cashback	<b>50 winners</b> every Campaign Month	Subject to the mechanics applicable for the Monthly Prizes, there will be a total of 150 Monthly winners throughout the Campaign Period
Daily Cashback	RM80 cashback	<b>180 winners</b> per day throughout the Campaign Period	Subject to the mechanics applicable for the Daily Cashback, there will be a total of 180 Daily Cashback winners per day throughout the Campaign Period



Top Spender Prizes	RM18,000 cashback	<b>10 winners</b> throughout the Campaign Period	Subject to the mechanic applicable for the Top Foreign Spender Prizes, there will be a total of ten (10) Top Foreign Spender winners throughout the Campaign Period
	RM8,000 cashback	<b>10 winners</b> throughout the Campaign Period	Subject to the mechanic applicable for the Top Local Spender Prizes, there will be a total of ten (10) Top Local Spender winners throughout the Campaign Period

#### **Prize Mechanics & Fulfilment**

#### 25. Grand Prize:

- a) There will be 3 units of **RM180,000 cashback** ("**Grand Prize**") throughout the Campaign Period.
- b) The Eligible Cardmembers is to collect Entries in accordance with Clause 17 above.
- c) Based on the Entries earned throughout the Campaign Period, ten (10) Eligible Cardmembers will be shortlisted by UOB Malaysia's randomizer program for the Grand Prize following the process below:
  - i. the shortlisted Eligible Cardmembers will be contacted by UOB Malaysia via short message service ("SMS") at the mobile phone numbers registered in UOB Malaysia's system and records to answer one (1) question ("Q&A"). For avoidance of doubt, such SMS will be sent to registered mobile phone number of principal Eligible Cardmembers.
  - ii. To be eligible for the Grand Prize, Eligible Cardmembers must have a valid mobile number maintained in UOBM system for the Q&A session to be conducted.
  - iii. Three (3) shortlisted Eligible Cardmembers who reply the SMS with the correct answer and in the fastest time within 24 hours shall be deemed as the Grand Prize Winner ("Grand Prize Winner").
  - iv. If any Eligible Cardmember is unable to answer the question correctly or does not reply the aforesaid SMS within the stipulated date/time, he/she will be withdrawn as the Shortlisted Eligible Cardmember by UOB Malaysia and the next Eligible Cardmember in sequence will be shortlisted, provided the Grand Prize Winner(s) has/have yet to be determined.
  - v. If an Eligible Cardmember sends more than one SMS, only the first SMS received by UOB Malaysia will be counted. Standard telecommunication charges to reply to the SMS Q&A will apply.
  - vi. UOB Malaysia is not responsible for, nor it have any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective telecommunications service providers or UOB Malaysia's SMS vendor for any other reason(s) whatsoever resulting in the delay of the SMS during the SMS Q&A.
  - vii. Each Eligible Cardmember can only be shortlisted once (1) throughout the Campaign Period.
  - viii. Eligible Cardmembers can only win one (1) Grand Prize based on the Entries earned throughout the Campaign Period.
  - ix. Standard telecommunication charges will apply for each SMS sent out by Shortlisted Eligible Cardmembers and such charges shall be borne by the Shortlisted Eligible Cardmembers.



- x. In the event of a tie, the earlier timestamp of the Eligible Cardmember achieving the highest spend will be taken into account in determining the Grand Prize Winners.
- d) The Cashback will be credited into the Grand Prize Winners' principal credit card within eight (8) weeks from the end of Campaign Period and shall reflect in the Grand Prize Winner's credit card statement accordingly. The contents of the card statement showing the Cashback shall be treated as correct and conclusive evidence of the Grand Prize Winners' receipt of the Cashback. In the event the Grand Prize Winners have multiple card accounts and Debit Card, the Cashback will be credited to the principal credit card with highest Qualifying Spend.
- e) If Grand Prize Winners are not credit card holders and holding a Debit Card only, the Cashback will be credited to the primary current or saving accountholder of the respective Debit Card where applicable.
- f) The Cashback are non-transferable to any other party or parties and is not exchangeable for cash, credit or other goods, whether in part or in full.
- g) The Grand Prize is subject to the additional terms and conditions as imposed by UOB Malaysia. The Grand Prize shall be utilized by the Grand Prize Winner within 6 months from the Cashback fulfilment date notwithstanding the terms under the UOB Malaysia Visa/Mastercard Cardmember Agreement.

## 26. Monthly Prizes:

- a) There will be 50 units of **RM1,800 cashback** ("Monthly Prize") in a Campaign Month.
- b) Only 50 Eligible Cardmembers will win a Monthly Prize in each Campaign Month.
- c) Based on the entries earned in a Campaign Month, 150 Eligible Cardmembers will be shortlisted by UOB Malaysia's randomizer program.
  - i. the shortlisted Eligible Cardmembers will be contacted by UOB Malaysia via SMS at the mobile phone numbers registered in UOB Malaysia's system and records to answer one (1) question ("Q&A"). For avoidance of doubt, such SMS will be sent mobile phone number of principal Eligible Cardmembers.
  - ii. To be eligible for the Monthly Prize, Eligible Cardmembers must have a valid mobile number as registered in UOBM system for the Q&A session to be conducted.
  - iii. 50 shortlisted Eligible Cardmembers who reply the SMS with the correct answer and in the fastest time within 24 hours shall be deemed as the Monthly Prize winner ("Monthly Prize Winner").
  - iv. If any Eligible Cardmember is unable to answer the question correctly or does not reply the aforesaid SMS within the stipulated date/time, he/she will be withdrawn as the Shortlisted Eligible Cardmember by UOB Malaysia and the next Eligible Cardmember in sequence will be shortlisted, provided that the Monthly Prize Winners have yet to be determined.
  - v. If an Eligible Cardmember sends more than one SMS, only the first SMS received by UOB Malaysia will be counted. Standard telecommunication charges to reply to the SMS Q&A will apply.
  - vi. UOB Malaysia is not responsible for, nor it have any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective telecommunications service providers or UOB Malaysia's SMS vendor for any other reason(s) whatsoever resulting in the delay of the SMS during the SMS Q&A.
  - vii. Each Eligible Cardmember can only be shortlisted once (1) throughout the Campaign Period.
  - viii. Standard telecommunication charges will apply for each SMS sent out by Shortlisted Eligible Cardmembers and such charges shall be borne by the Shortlisted Eligible Cardmembers.
  - ix. In the event of a tie, the earlier timestamp of the Eligible Cardmember achieving the highest spend during the respective Campaign Month will be taken into account in determining the Monthly Prize Winners.
- d) The Cashback will be credited into the Monthly Winners' principal credit card within eight (8) weeks from the end of Campaign Month and shall reflect in the Monthly Winner's credit card



statement accordingly. The contents of the credit card statement showing the Cashback shall be treated as correct and conclusive evidence of the Monthly Winners' receipt of the Cashback. In the event the Monthly Winners have multiple card accounts and Debit Card, the Cashback will be credited to the principal credit card with highest Qualifying Spend.

- e) If Monthly Winners are not a credit card holder and holding a Debit Card only, the Cashback will be credited to the primary current or saving accountholder of the respective Debit Card where applicable.
- f) The Cashback are non-transferable to any other party or parties and is not exchangeable for cash, credit or other goods, whether in part or in full.

## 27. Daily Cashback:

- There will be 180 units of RM80 cashback ("Daily Cashback") in a campaign day.
- b) To qualify for Daily Cashback, Eligible Cardmember is required to spend a minimum of RM80 Qualifying Spend in a single transaction ("Eligible Daily Cashback Transaction") in a campaign day. "Campaign day" is defined from 00:00 hours (12.00 AM Malaysian time) to 23:59 (11.59pm Malaysia time) hours of the day during Campaign Period.
- c) For every 180th Eligible Cardmember who meets the Eligible Daily Cashback Transaction, Eligible Cardmember will be deemed as winner ("Daily Winner") and will be eligible to receive the Daily Cashback.
- d) Daily Winners will be capped at 180 winners in a Campaign Day.
- e) Eligible Cardmember will be entitled to win one (1) Daily Cashback per Campaign day.
- f) The Cashback will be credited to the Eligible Cardmember's principal card with the highest Qualifying Spend within eight (8) weeks after the end of each Campaign Month.
- g) The Cashback shall be awarded on a first come, first served basis until the pool is fully exhausted. Any unexhausted Cashback will NOT be rolled over to the next day.
- h) If the transaction is made under the supplementary card, the Cashback will be credited to the principal card account. The Cashback will be reflected in Eligible Cardmember's monthly statement.
- If Daily winners are not credit card holders and holding a Debit Card only, the Cashback will be credited to the primary current or saving account holder of the respective Debit Card where applicable.
- j) The Cashback are non-transferable to any other party or parties and is not exchangeable for cash, credit or other goods, whether in part or in full.

#### 28. Top Spender Prizes:

- a) There will be (10) units of **RM18,000 cashback** ("**Top Foreign Spender Prize**") and ten (10) units of **RM8,000 cashback** ("**Top Local Spender Prize**") throughout Campaign Period.
- b) Ten (10) Eligible Cardmembers with the highest cumulative Foreign Spend throughout the Campaign Period will be eligible to receive the Top Foreign Spender Prize. For the avoidance of doubt, Foreign Spend here refers to Qualifying Spend transactions settled in currency other than Ringgit Malaysia in accordance to UOB Malaysia records during the Campaign Period.
- c) Ten (10) Eligible Cardmembers with the highest cumulative Local Spend throughout the Campaign Period will be eligible to receive the Top Local Spender Prize.
- d) Each Eligible Cardmember can only win one (1) Top Foreign Spender Prizes ("Top Foreign Spender Winner") and one (1) Top Local Spender Prizes ("Top Local Spender Winner") throughout the Campaign Period
- e) In the event of a tie for Top Foreign Spender Winner, the earlier timestamp to achieve the highest cumulative foreign spend will be taken into account in determining the Top Foreign Spender Winner.
- f) Similarly, in the event of a tie for Top Local Spender Winner, the earlier timestamp to achieve the highest cumulative local spend will be taken into account in determining the Top Local Spender Winner.



- g) The Cashback will be credited into the Top Foreign Spender Winner's and Top Local Spender Winner's principal credit card within eight (8) weeks from the end of Campaign Period and shall reflect in the credit card statement accordingly. The contents of the credit card statement showing the Cashback shall be treated as correct and conclusive evidence of the Top Foreign Spender Winner's and Top Local Spender Winner's receipt of the Cashback. In the event the Top Foreign Spender Winner or Top Local Spender Winner have multiple card accounts and Debit Card, the Cashback will be credited to the principal credit card that with highest Foreign Spend or Local Spend.
- h) If the Top Foreign Spender Winners and Top Local Spender Winners are not credit card holders and holding a Debit Card only, the Cashback will be credited to the primary current or saving accountholder of the respective Debit Card where applicable.
- i) The Cashback 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.

## Consent

- 29. Eligible Cardmembers who participate in this Campaign (including fulfilling the campaign mechanics' criteria and/or replying to the Campaign Q&A (by way of SMS or phone call) and/or accepting the Cashback), are deemed to have expressly agreed to be bound by these Terms and Conditions (as varied or changed), the decisions of UOB Malaysia and/or the judges and, to the fullest extent permitted by law, to have consented to and authorized UOB Malaysia to remit/ credit/ send the prize/reward/gift under this Campaign in accordance with the fulfilment mechanics and where applicable, disclose their particulars to the third party service providers and participating merchants engaged by UOB Malaysia for purposes of the Campaign including fulfilment of prizes.
- 30. UOB Malaysia warrants that the disclosure of such particulars to any third party service providers shall be limited to the Eligible Cardmember's names, mailing address, mobile phone numbers, last 6-digits of the identification number and/or passport number shall be used only in relation to and for purposes of the Campaign including fulfilment of prizes. UOB Malaysia's decision on all matters relating to the Campaign (including the interpretation of these Terms and Conditions) shall be final and binding and no further correspondence or attempt to dispute such decision would be entertained.

# **General Terms and Conditions**

- 31. By participating in this Campaign, Eligible Cardmember agree to be bound by this terms and conditions and ALL of the following terms and conditions where applicable, including but not limited to:
  - a) The terms and conditions governing the operation of any account(s) with UOB Malaysia, including but not limited to the UOB Terms and Conditions Governing Accounts and Services (Conventional Banking) (the terms and conditions listed above shall include any amendments or variations to them respectively):
  - b) UOB Malaysia Visa/Mastercard Cardmember Agreement; and/or
  - c) Terms and Conditions relating to the respective UOB Credit Cards; and/or
  - d) Terms and Conditions relating to UOB Debit Card.

The terms and conditions listed above shall include any amendments or variations to them respectively and the decision of UOB Malaysia in connection with any matter relating to the Campaign shall be final, conclusive and binding on the cardmembers. If there is any inconsistency between this terms and conditions and the terms and conditions listed above in relation to this Campaign, this terms and conditions will prevail.



- 32. Eligible Cardmember shall seek clarification from UOB Malaysia's authorised representative if there are any terms and conditions that the Eligible Cardmembers do not understand.
- 33. If the Primary Account that is linked to the Debit Card is an Islamic current / savings account, the Debit Card should be used for the purchase of Shariah-compliant Goods and Services only.
- 34. 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 Campaign shall be final, conclusive and binding on the Eligible Cardmembers. Save for manifest error (for example, discrepancies in transactions) or fraud, UOB Malaysia will not be obliged to entertain enquiries or appeals in respect of this Campaign.
- 35. If UOB Malaysia determines that the Eligible Cardmembers are disqualified to participate in this Campaign or to receive the Cashback under this Campaign, UOB Malaysia may in its sole discretion forfeit the Cashback, reclaim the Cashback from any of the Eligible Cardmembers' accounts with UOB Malaysia and with notice to them. If the monies standing to the credit of Eligible Cardmembers' accounts are insufficient to reimburse UOB Malaysia, the Eligible Cardmembers shall immediately reimburse UOB Malaysia for the value of the Cashback through such means as UOB Malaysia may determine in its sole discretion.
- 36. Unless specifically mentioned in this terms and conditions, this Campaign is not valid with other UOB Malaysia's campaigns, promotions and no other special, additional, preferential rates and/or gift shall be given to the Eligible Cardmembers in addition to this Campaign.
- 37. UOB Malaysia shall not be responsible for any failure or delay in transmission of sales transactions by Visa International Incorporated, Mastercard Worldwide, merchant establishments, postal or telecommunication authorities or any party in which may result in the Eligible Cardmember failing to be entitled to the Cashback under this Campaign.
- 38. Sending and receiving SMS is dependent on a SMS vendor, an independent telecommunication authority or service provider or such other third party which is engaged by UOB Malaysia for the Campaign and UOB Malaysia shall not be responsible for any undelivered, lost or delayed SMS sent and/or received. The Eligible Cardmembers shall pay and be solely responsible for all fees and charges imposed by such service providers for the sending and/or receipt of any SMS in connection with this Campaign.
- 39. UOB Malaysia will not be liable or responsible for any loss or whatsoever or for any charge, cost or expense of any kind whatsoever suffered or incurred as a result of or in connection with the redemption or usage of Cashback under this Campaign or participation in this Campaign. Without limiting the foregoing, UOB Malaysia will not be liable or responsible for any undelivered, misdirected, corrupted, lost or delayed text, transmission or transaction or any delay or failure in posting any transaction or accessing any of the UOB Malaysia's online banking services or mobile banking services, howsoever caused.
- 40. To the fullest extent permitted by law and unless due to UOB Malaysia's gross negligence or wilful misconduct, UOB Malaysia expressly excludes and disclaims any representations, 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.
- 41. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of this Campaign and/or the Cashback offered which are published in any mass media, marketing or advertising materials.



- 42. UOB Malaysia reserves the right to cancel, withdraw, suspend, extend or terminate the Campaign prior to the expiry of the Campaign Period, wholly or in part, at any time, with prior notice. For the avoidance of doubt, cancelation, withdrawal, suspension, extension or termination by UOB Malaysia of the Campaign shall not entitle the Eligible Cardmember to any claim or compensation against UOB Malaysia for any and all losses or damages suffered or incurred by the Eligible Cardmember whether as a direct or indirect result of such cancelation, withdrawal, suspension, extension or termination.
- 43. UOB Malaysia reserves the right to add, delete, suspend or vary the Campaign terms and conditions, from time to time, wholly or in part by providing prior notice to the Eligible Cardmembers via posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches and/or a statement insert in the Statement of Account or any other manner as determined by UOB Malaysia from time to time.
- 44. UOB Malaysia shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Eligible Cardmember or any third parties resulting directly or indirectly from this Campaign, unless due to UOB Malaysia's gross negligence or willful misconduct specifically related to this Campaign.
- 45. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardmember agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

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