

2024 SPEND & WIN THE NEW MINI COOPER SE CAMPAIGN
(10 September 2024 to 30 November 2024)
United Overseas Bank (Malaysia) Bhd
Terms and Conditions

This “2024 Spend & Win The New MINI Cooper SE Campaign” (“Campaign”) is organized by United Overseas Bank (Malaysia) Bhd (Company Reg No. 199301017069 (271809-K)) (“UOB Malaysia” or “the Bank”) which will run from 10 September 2024 at 00.00 hours (12.00 AM Malaysian time) to 30 November 2024 (11.59pm Malaysia time) (both dates inclusive) or such other dates as may be determined by the Bank from time to time with prior notice to you (“Campaign Period”).

ELIGIBILITY TO PARTICIPATE

1. This Campaign is open to all UOB Malaysia individual customers who meet **ALL** of the following conditions:
 - a) Who holds the UOB MasterCard/Visa Credit Card (“Eligible UOB Credit 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 UOB Malaysia Credit Cards terms and conditions for the Eligible UOB Credit Cards; or
 - b) Who holds Debit MasterCard 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 Terms and Conditions Governing Accounts and Services and UOB Malaysia Debit Mastercard terms and conditions.

For the avoidance of doubt, Eligible UOB Credit Card and Debit MasterCard shall hereafter collectively referred to as “UOB Cards” or “UOB Card” if singular. Cardholders of UOB Cards shall be referred to as the “Cardmember”.

2. Cardmember is required to enroll (using the cardmember’s mobile numbers as per UOB Malaysia’s record only) in order to participate in this Campaign through the short message service (“SMS”).

Cardmember who fulfill the above criteria shall hereinafter referred to as “Eligible Cardmember”.

3. Eligible Cardmember shall not be eligible to participate in this Campaign if they fall within ANY of the following:
 - a) All employees (including permanent, contract or temporary staffs) of UOBM, UOBM’s subsidiary (ies) and UOBM’s related company (ies) shall not be eligible to win the campaign prize.
 - b) Transaction made using any of the following UOB Commercial Cards by Eligible Cardmember:
 - UOB Malaysia Business Card,
 - UOB Malaysia Corporate Card,

- UOB Malaysia Purchasing Card and
- UOB Malaysia Private Label Card.

For the avoidance of doubt, only the non-individuals commercial cardmember will be excluded from this campaign. Individual customers who hold both the above UOB Commercial Cards and UOB Cards may participate in this Campaign using their eligible UOB Cards.

- Persons who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.
- Customers whose participating Current and/or Savings Account and Debit Card/Credit Card account held with UOB Malaysia are terminated, closed, delinquent, pledged, charged or assigned under loan/financing facilities or unsatisfactorily conducted as determined by UOB Malaysia within the Campaign Period.
- Representatives and/or agents (including advertising and promotion agents) of UOB Malaysia, UOB Malaysia's subsidiary (ies) and UOB Malaysia's related company (ies).
- Sole-proprietors, Partnerships, Charitable/ Non-profit Organizations/ Societies Customer, corporate and commercial customers.

Enrolment

- To participate the campaign, Eligible Cardmember are required to enroll via SMS (using Cardmember's mobile number in UOB Malaysia records) as per the enrolment process sets out below:
 - Eligible Cardmember who receives an SMS and/or electronic direct mailer ("EDM") invitation from UOB Malaysia must follow the instructions provided in the SMS and/or EDM to enroll. The SMS and/or EDM will be sent to Eligible Cardmember's latest mobile numbers and/or latest email address recorded in UOB Malaysia's system; or
 - Eligible Cardmember who do not received an SMS and/or EDM invitation from UOB Malaysia but wish to participate in the Campaign can SMS to 66300 with the message: U3
 - Upon successful enrolment, the Eligible Cardmember will received a confirmation of enrolment through SMS. The enrolment is deemed as not successful if the Eligible Cardmember does not receive any confirmation or acknowledgment of the enrolment for this Campaign from UOB Malaysia.
- Eligible Cardmember are only required to enroll one (1)-time **from 10 September 2024 to 30 November 2024** and will be deemed as eligible to participate the Spend Related Offer after successful enrolment. The summary of the eligibility is illustrated in Table 1 below:

Table 1: Enrolment and Eligibility	
Eligible Cardmember successfully enrolled on the following dates: :	Eligibility (Entries)
10 September 2024	From 10 th September onwards
15 October 2024	
10 November 2024	
1 December 2024	No

6. Standard telecommunication charges will apply for each SMS send and such charges shall be borne by the Eligible Cardmember.
7. UOB Malaysia is not responsible for, nor does it have any control whatsoever over SMS traffic, network failure and/or interruptions on the part of respective telecommunications service providers (Telco's) or for any other reason(s) beyond UOB Malaysia's reasonable controls which results in the delay of the invitation SMS.
8. Upon successful enrolment, Eligible Cardmember must spend with their UOB Cards based on the Qualifying Spend criteria below in order to earn Cashback during the Campaign Period.

Qualifying Spend

9. To qualify for the Campaign Prize, Eligible Cardmember are required to earn entries by spending using his/her valid UOB Visa/MasterCard Credit Card and/or UOB Debit MasterCard either in local or foreign spend (hereinafter referred as "Qualifying Spend". In the event that any Qualifying Spend is made in a foreign currency other than Ringgit Malaysia, UOB Malaysia's prevailing exchange rate shall apply.
10. Qualifying Spend shall NOT include the following
 - a) Instalments paid under Flexi-Credit Plans, Easy-Payment Plan purchases , Auto Balance Conversion, Balance Transfer, Balance Conversion, Instalment Payment Plan; or
 - b) Eligible UOB Credit Card fees and charges (i.e. finance charges, late charges, annual fee, etc.); or
 - c) Void transactions; or
 - d) Reversals or refunds; or
 - e) Any taxes or levies ; or
 - f) Cash Advance withdrawal;
 - g) Such other transactions as UOB Malaysia may determine
11. The Qualifying Spend commence on 10 September 2024 at 00:00 hours (12:00am Malaysia Time) and ends on 30 November 2024 at 23:59 (11:59pm Malaysia Time).
12. Qualifying Spend purchase or transaction made during the Campaign Period must be captured by the UOB Malaysia's system and posted not later than 7th from the end of the Campaign Period.
13. Qualifying Spend performed by supplementary credit card Cardholder and/or if the current/saving account is held by more than one person will be combined with its principal credit card/main account holder of current/saving for the purpose of this Campaign. For the avoidance of doubt, only the principal Cardholder will be eligible to receive the Prize.
14. UOB Debit Card linked to Islamic current/savings account shall be subject to its terms and conditions for the purchase of Shariah Compliant goods and services only.
15. 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.

16. 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.
17. 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.
18. 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.

Campaign Entries

19. Eligible Cardmember who fulfil the Qualifying Spend and the following activities in Table 2 will earn entries (“Entries”) for the purpose of shortlisting of the Prize.

Table 2 : Activities to earn Entries		
Every RM50 in a single transaction	Contest entries	
¹ Qualifying UOB Rewards You Cybercarnival spend from 7 to 20 October 2024	Local currency	50
	Foreign currency	50
² Qualifying UOB Rewards You Carnival (at Mid Valley Convention Center) spend from 17 – 20 October 2024	Local currency	50
	Foreign currency	Not applicable
³ Other qualifying spend	Local currency	1
	Foreign currency	10

Note:

¹ Qualifying UOB Rewards You Cybercarnival spend refers to:

- a) Card-not-present spending from 7 – 20 October 2024 (“Cyber Carnival period”), and
- b) posted not later than 7 days after the end of Cybercarnival period.
- c) for more information on UOB Rewards You Cybercarnival, search “UCY” on our website from 7 October 2024.

² Qualifying UOB Rewards You Carnival spend refers to:

- a) Qualifying Spend at the Carnival (at Mid Valley Convention Centre) from 17 – 20 October 2024 (“Carnival period) including 0% IPP, with description of “URYC, and
- b) posted not later than 7 days after the end of the Carnival period.
- c) for more information on UOB Rewards You Carnival, search “URYC” on our website from 17 October 2024.

³Other qualifying spend refers to:

- a) Other Qualifying Spend within Campaign Period excluding Qualifying Spend from UOB Rewards You Cybercarnival and Qualifying Spend from UOB Rewards You Carnival,
- b) posted not later than 7 days after the end of the Campaign Period.

20. 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 customer 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 customer A's name are Qualifying Spend on customer A's UOB PRVI Miles Elite (principal and supplementary) and UOB Debit Card.

21. The tabulation of Entries for each Qualifying Spend(s) shall be based on those transacted within the Campaign Period and not later than 7th day from the end of this campaign, UOB Rewards You Carnival and UOB Rewards You Cybercarnival.

Campaign Prize and Fulfilment

22. Subject to this Term and Condition, Eligible Cardmember will stand a chance to win ONE (1) unit of The New MINI COOPER SE ("The Prize") with the Entries earned within the Campaign Period in this campaign.
23. Based on the Entries earned throughout the Campaign Period, five (5) Eligible Cardmember will be shortlisted by UOB Malaysia's randomizer program for the Prize following the process below:
 - a) the shortlisted Eligible Cardmember 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. For avoidance of doubt, such SMS will be sent to mobile phone number of principal Eligible Cardmember
 - b) The first shortlisted Eligible Cardmember who reply the SMS with the correct answer and in the fastest time within 24 hours shall be deemed as the Prize winner "Winner".
 - c) 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.
 - d) 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.
 - e) 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.
 - f) Each Eligible Cardmember can only be shortlisted once (1) throughout the Campaign Period.
 - g) Standard telecommunication charges will apply for each SMS sent out by Shortlisted Eligible Cardmember
 - h) In the event of a tie, the earlier timestamp of the Eligible Cardmember achieving the highest Entries will be taken into account in determining the Winner.
24. The Winner will be notified by UOB Malaysia via short message service ("SMS") and electronic direct mailer ("Email") at the mobile numbers and email address maintained in UOB Malaysia's system, within twelve (12) weeks from the end of the campaign period.
25. Notwithstanding Clause 20 [Consent Clause] below, the Winner is required to reply to the email sent by UOB Malaysia and agree to UOB Malaysia disclosing the Winner's required personal data to the service providers, agents, dealers, and/or organizing partners in relation to the Campaign and for the purpose of the prize giving ceremony within 7 working days from the date of receipt of email.

26. The Prize includes the vehicle, the prevailing vehicle price including all importation taxes, standard equipment for the vehicle prevailing at the time of import, and warranty for 2 years with unlimited mileage and excludes all other items (including but not limited to road tax, insurance, private registration fee, number plate, wall box and other costs for the registration of vehicle shall be borne by Winner.
27. The specifications of the Prize are fixed and will be provided by Sime Darby Auto Bavaria Sdn Bhd (the "Dealer"). Any change or upgrade of the Prize is not allowed. The Prize cannot be exchanged for other car models or any other items.
28. The awarded Prize is non-transferable to any other party or parties and not exchangeable for cash, credit or other goods, whether in part or in full.
29. UOB Malaysia reserves the right to substitute the Prize with any product similar or equivalent value with prior notice to customers.
30. The Prize will only be transferred to and registered in the name of the Winner, UOB Malaysia and the Dealer are not obliged to transfer or register the Prize in the name of any other person. The Prize remains subject to the applicable car manufacturer's terms and conditions.
31. The Winner must :
 - (a) reply to the notification of Winner email sent by UOB Malaysia together with the consent as required by UOB Malaysia; and
 - (b) willing to attend the Prize giving ceremony and/or other publicity programs.

In the event that the Winner is not agreeable to comply with Clause 31(a) and 31(b) above, , UOB Malaysia reserves the right to forfeit the Prize(s) of the Campaign Winner and select another winner.

Consent

32. Eligible Cardmember who participate in this Campaign (including by enrolling/registering with the Campaign and/or fulfilling the campaign mechanics' criteria and/or replying to the Campaign Q&A (by way of SMS), 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 disclose their particulars to the third party service providers and participating agents engaged by UOB Malaysia for purposes of the Campaign.
33. 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 fulfillment of Prize. 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

34. By participating in this Campaign, the Eligible Cardmember agree to be bound by this terms and conditions and ALL of the following terms and conditions where applicable:
- 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);
 - b) The Terms and Conditions governing Islamic Accounts and Services;
 - c) UOB Malaysia Visa/Mastercard Cardmember Agreement;
 - d) UOB Malaysia Credit Cards terms and conditions for the Eligible UOB Credit Cards;
 - e) UOB Debit Mastercard terms and conditions;

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 Eligible Cardmember. 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.

35. Customers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the customers do not understand.
36. Unless specifically mentioned in this terms and condition, this Campaign is not valid with other UOB Malaysia's campaign and no other special, additional, preferential rates and/or reward shall be given to the Eligible Cardmember in addition to this Campaign.
37. 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 Cardmember. 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.
38. 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 Customer failing to be entitled to the cashback/offers/rewards/prize under the Campaign.
39. 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 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.
40. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of the Campaign offered and published in any media, marketing or advertising materials.
41. 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 wilful misconduct specifically related to this Campaign.
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 Cardmember 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. 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.

[END]