

## UOB Malaysia "Save and Win BMW iX3 Campaign" Terms and Conditions

United Overseas Bank (Malaysia) Bhd (Company Reg No. 199301017069 (271809-K)) ("UOB Malaysia") is organizing a "Save and Win BMW iX3 Campaign" ("**Campaign**") from 1 November 2022 to 31 January 2023 (both dates inclusive) or such other date(s) as may be determined by UOB Malaysia from time to time ("**Campaign Period**").

### Eligibility

1. This Campaign is open to new and existing UOB Malaysia individual customers, who meet **ALL** of the following conditions:
  - a) 18 years of age and above.
  - b) Does not hold any savings account or current account with UOB Malaysia for the past 12 months prior to the starting date of the Campaign Period.
  - c) Opens UOB One Account/ Stash Account/ Lady's Savings Account/ ProSave Account-i ("**Participating Account**") during the Campaign Period.
  - d) The primary account holder of the Participating Account (in the case of joint account).
  - e) Account(s) with UOB Malaysia are current, subsisting and not in default in any manner as may be determined by UOB Malaysia.
2. Customers shall **not** be eligible to participate in this Campaign if they fall within **ANY** of the following:
  - a) Private Banking customers of UOB Malaysia.
  - b) Permanent and contract employees of UOB Malaysia (including UOB Malaysia's subsidiaries and related companies) ("**Employee**").
  - c) Individual customers whose Participating Account is held jointly with an Employee.
  - d) Non-individual customers of UOB Malaysia.
  - e) Whose Participating Account is pledged, charged or assigned under loan/ financing facilities.
  - f) Persons who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.
  - g) Whose Participating Account held with UOB Malaysia is terminated or closed within the Campaign Period.
  - h) Any account held with UOB Malaysia that is delinquent or unsatisfactorily conducted as determined by UOB Malaysia.

### Campaign Mechanics

3. To participate in the Campaign, customer shall successfully open a Participating Account during Campaign Period and fulfill the Qualifying Criteria as per set out in Table A below in order to earn entries ("**Entries**") to stand a chance to win the Prize. Customer who fulfil these requirements are hereinafter referred to as the "**Eligible Customers**".

For the avoidance of doubt, Eligible Customer who opens more than one (1) Participating Account during Campaign Period shall be eligible to earn entries as per Clause 4 below.

4. The number of Entries earned shall be based on Participating Account's Monthly Average Balance ("**MAB**") during the Campaign Period. For the avoidance of doubt, the MAB is calculated based on monthly average balance each Participating Month during the Campaign Period ("**Participating Month**").

**Table A – Qualifying Criteria**

Qualifying Criteria	Number of entries
Every RM500 MAB in Participating Account for Participating Account opened via UOB Mighty app	<b>20 entries</b>
Every RM500 MAB in Participating Account for Participating Account opened via other channels <sup>1</sup>	<b>10 entries</b>

<sup>1</sup> Other channels refer to Participating Account opened at branch or offsite.

**Table B – Participating Month**

Date	Participating Month
1 to 30 November 2022	November 2022
1 to 31 December 2022	December 2022
1 to 31 January 2023	January 2023

**Table C – MAB calculation**

Calculation	
<b>Monthly Average Balance ("MAB")</b>	$\frac{\text{Sum of daily end day balances for the Participating Month}}{\text{Number of days in the Participating Month}^2}$

<sup>2</sup> In the event where the Participating Account is opened during Participating Month, the Average Balance of Participating Month will be sum of each day-end balance for the Participating Month divided by total number of days since the Participating Account is opened.

**Example 1: Participating Account opening via UOB Mighty app**

Customer A opens One Account via UOB Mighty app in November 2022 and maintains RM2,000 MAB. Subsequently, Customer A top-up his account and maintain RM5,000 MAB in December 2022 and January 2023. Total entries earned as illustrated below:

November 2022	: 80 entries with RM2,000 MAB
December 2022	: 200 entries with RM5,000 MAB
January 2023	: 200 entries with RM5,000 MAB
<b>Total</b>	<b>: 480 entries throughout Campaign Period</b>

**Example 2: Participating Account opening at UOB Malaysia branch**

Customer B opens One Account over the counter at UOB Malaysia branch in November 2022 and maintains RM2,000 MAB. Subsequently, Customer B top-up his account and maintain RM5,000 MAB in December 2022 and January 2023. Total entries earned as illustrated below:

August 2022	: 40 entries with RM2,000 MAB
September 2022	: 100 entries with RM5,000 MAB
October 2022	: 100 entries with RM5,000 MAB
<b>Total</b>	<b>: 240 entries throughout Campaign Period</b>

5. This Campaign is valid in conjunction with any other campaigns launched from time to time by UOB Malaysia. ("**Other Campaigns**").

In the event the Eligible Customer has received any rewards from other ongoing campaign(s), Eligible Customer can still participate in this Campaign and the Other Campaigns, subject to the terms and conditions governing the Other Campaigns.

6. For the purpose of participating in this Campaign, all deposits must be made using Fresh Funds. The term 'Fresh Funds' means monies or funds in Ringgit Malaysia howsoever transferred, credited, or paid into the Participating Account of the Eligible Customers from other bank(s) and/or financial institution(s) through whatever means including but not limited to cash, Inter Bank Giro transfers, instant fund transfers between banks and collection and payment of cheques drawn on such other bank(s) and where such monies or funds paid or credited into the Participating Accounts of the Eligible Customers are utilized by the Eligible Customers to make placements pursuant to the terms and conditions herein within seven (7) Business Days after such monies or funds have been paid or credited into the relevant Participating Account of the Eligible Customers. The term "Business Day" shall mean a day on which UOB Malaysia is open for business in Kuala Lumpur, Malaysia.
7. Funds transferred from any existing UOB Malaysia's Savings / Current / Fixed Deposit / Foreign Currency account(s) or in the form of UOB Malaysia's cheques, cashier's orders or demand drafts shall not be considered as Fresh Funds.

#### Prizes

8. The prizes ("**Prize**") allocated for the Campaign are as stated in Table D below:

**Table D – Prize**

Type	Prize	Total Winners throughout the Campaign Period
Grand Prize	BMW iX3 M Sport Inspiring	One (1) winner
Special Prize	RM710 cash reward	One Hundred (100) winners

9. Eligible Customer is entitled to win a maximum of one (1) Prize throughout the Campaign Period.

#### Winners Selection

10. Based on the Entries earned, Eligible Customers will be shortlisted by UOB Malaysia's automated selection system for the respective Prize ("**Shortlisted Eligible Customer**").
11. At the point of shortlisting, all Shortlisted Eligible Customer's Participating Account must not be suspended or frozen or terminated for whatsoever reasons; failing which the Shortlisted Eligible Customer will be disqualified from this Campaign.
12. Communication to the Shortlisted Eligible Customer will be made as follow:-
  - a. The Shortlisted Eligible Customer will be contacted by UOB Malaysia via Short Messaging Service ("SMS") within ninety (90) days after the Campaign Period. The SMS will be sent to the Shortlisted Eligible Customer's registered mobile numbers as per recorded in UOB Malaysia's system at any time during office hours.

- b. Such SMS will be made to primary accountholder of the Participating Account only.
- c. The Shortlisted Eligible Customer will be required to answer one (1) question. The Shortlisted Eligible Customer will be deemed as a winner if he/she is able to answer the question correctly ("**Winner**").
- d. Standard telecommunication charges will apply for each SMS sent out by Shortlisted Eligible Customer and such charges shall be borne by the Shortlisted Eligible Customers.
- e. If any Shortlisted Eligible Customer is unable to answer the question correctly or does not reply the aforesaid SMS within the stipulated timeline as stated in the SMS, he/she will be disqualified as the Shortlisted Eligible Customer by UOB Malaysia and UOB Malaysia reserves the right to forfeit the Prize.
- f. In the event the Shortlisted Eligible Customer wishes to withdraw from this Campaign, he/she shall be disqualified from this Campaign and UOB Malaysia reserves the right to forfeit the Prize.

### Grand Prize Fulfilment Process

- 13. Winner will be notified via SMS by UOB Malaysia within ninety (90) days upon UOB Malaysia receiving the Winner's correct SMS reply during the shortlisting stage as per Clause 12. For avoidance of doubt, the SMS will be sent to the Winner's registered mobile numbers as per recorded in UOB Malaysia's system.
- 14. Fulfillment of the Grand Prize is provided and supported by the appointed BMW authorized dealers in Malaysia ("**Appointed Agent**"). The Winner shall agree and consent UOB Malaysia to provide its Appointed Agent with the Winner's name, mailing address, contact number and National Registration Identity Card number for the purpose of facilitating the Grand Prize fulfillment process.
- 15. The Grand Prize shall include car registration fee, road tax for the first year, insurance/Takaful coverage for the first year and transportation costs pertaining to the collection of Grand Prize at designated venue determined by UOB Malaysia and/or Appointed Agent. Any additional costs, including but not limited to, extra coverage for insurance/Takaful and/or incidental expenses or charges incurred in relation to the Grand Prizes shall be solely borne by the Winner.
- 16. UOB Malaysia shall determine the method of Grand Prize giving, which may include but not limited to, a prize giving ceremony, and/or other methods which UOB Malaysia may deem reasonable. For avoidance of doubt, the Winner is solely responsible for the claim and collection of the Grand Prize at a designated redemption venue determined by UOB Malaysia or the Appointed Agent.
- 17. The Winner shall agree to attend the Grand Prize giving ceremony of which the date, time and venue will be notified by UOB Malaysia. The Winner shall provide consent to UOB Malaysia to publish and/or display the Winner's name and photos for advertising and publicity purposes relating to the Campaign.
- 18. Any travelling cost (e.g. hotel accommodation, personal transportation, etc.) incurred by the Winner to attend the Grand Prize giving ceremony shall be borne by the Winner.
- 19. In the event if Winner disagree or fails to attend the Grand Prize giving ceremony, UOB Malaysia reserves the rights to forfeit the Grand Prize.

20. The Grand Prize awarded is non-transferable to any other party or parties and not exchangeable for other goods or credit, whether in part or in full.
21. UOB Malaysia reserves the rights:
  - a. to forfeit the Grand Prize in the event where the Winner's Participating Account is suspended or frozen or terminated for whatsoever reasons prior to the fulfilment of the Grand Prize, or non-compliance or breach of these terms and conditions with prior notice without assigning any reason; and/or
  - b. to substitute the Grand Prize with any product of similar or equivalent value with prior notice.
22. The Grand Prize awarded does not include any accessories or items that are shown in the leaflet, website or any marketing material pertaining to this Campaign, as they are for illustration purposes only.
23. The features of the Grand Prize (e.g. specifications, model, year of manufacture and/or color) may vary from the visual advertised.

#### **Special Prize Fulfilment Process**

24. The Special Prize will be credited into the Winners' Participating Account within ninety (90) days upon UOB Malaysia receiving the Winner's correct SMS reply during the shortlisting stage as per Clause 12. The Special Prize will be reflected in Participating Account's statement accordingly. The contents of the Participating Account's statement showing the Special Prize shall be treated as correct and conclusive evidence of Winner's receipt of the Special Prize.
25. In the event that the Winner's Participating Account is suspended or frozen or closed during the Campaign Period for whatsoever reasons before the crediting of the Special Prize into the Winner's Participating Account, UOB Malaysia reserves the right to forfeit the Special Prize.
26. UOB Malaysia reserves the right to substitute or vary the Special Prize at any time with prior notice for another prize which is similar or equivalent with the value of the Special Prize.

#### **General Terms and Conditions**

27. The Eligible Customers agree to be bound by these terms and conditions, the Terms and Conditions Governing Accounts and Services (Conventional Banking) and Terms and Conditions Governing Islamic Accounts and Services (collectively as "Generic T&Cs"), including any amendments or variations to it and the decision of UOB Malaysia in connection with any matter relating to the Campaign shall be final, conclusive and binding on the Eligible Customers. If there is any inconsistency between these terms and conditions and the Generic T&Cs, these terms and conditions shall prevail.
28. Customers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the customers do not understand.
29. Unless specifically mentioned in this terms and conditions, 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 Customers in addition to this Campaign.

30. The records of deposit 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 Customers. UOB Malaysia shall not be obliged to give any reason or entertain any correspondence with any person(s) or any party(ies) on any matter concerning this Campaign.
31. UOB Malaysia shall not be responsible nor shall accept any liabilities of any nature and however arising or suffered by the Eligible Customers 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.
32. Deposit placed with UOB Malaysia are protected by Perbadanan Insurans Deposit Malaysia ("PIDM") up to Ringgit Malaysia Two Hundred Fifty Thousand (RM250,000) for each depositor. Eligible Customers may obtain a copy of the PIDM brochure from any of UOB Malaysia's branches. UOB Malaysia is a member of PIDM.
33. 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.
34. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of this Campaign offered and published in any media, marketing or advertising materials.
35. 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 Campaign, these terms and conditions shall prevail.
36. To the fullest extent permitted by Shariah, 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 Customers to any claim or compensation against UOB Malaysia for any and all losses or damages suffered or incurred by the Eligible Customers whether as a direct or indirect result of such cancelation, withdrawal, suspension, extension or termination.
37. To the fullest extent permitted by Shariah, UOB Malaysia reserves the right to add, delete, suspend or vary the Campaigns terms and conditions, from time to time, wholly or in part, by providing prior notice to the Eligible Customers 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.
38. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Customers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

- End of Terms and Conditions -