UOB MALAYSIA BALANCE CONVERSION CAMPAIGN FOR SELECTED CARDMEMBERS ("CAMPAIGN") TERMS AND CONDITIONS UOB MALAYSIA CREDIT CARD ("CREDIT CARD")

- This Campaign is open to selected UOB Malaysia principal credit cardmember who received a short message service ("SMS") invitation from UOB Malaysia to participate in this Campaign and cardmembers whose accounts with UOB Malaysia are current, subsisting and not in default in any manner as may be determined by UOB Malaysia (hereinafter referred to as "Selected Cardmembers").
- 2. These terms and conditions ("Terms and Conditions") shall apply to all Selected Cardmembers who sign up this Campaign and these Terms and Conditions shall be read together with the UOB Visa/Mastercard Cardmember Agreement ("Cardmember Agreement").
- 3. If there is any discrepancy or inconsistency between these Terms and Conditions and the Cardmember Agreement, these Terms and Conditions will apply for all matters in connection with this Campaign. Unless defined differently in this Terms and Conditions, words and expressions used in these Terms and Conditions will have the same meaning as prescribed in the Cardmember Agreement.
- 4. Cardmember shall not be eligible to participate in this Campaign if they fall within <u>ANY</u> of the following:
 - (a) Persons who are or become mentally unsound, deceased, adjudicated bankrupt or have legal proceedings of any nature instituted against them.
 - (b) Whose account(s) held with UOB Malaysia are terminated or closed within the Campaign Offer Period.
 - (c) All employees (including permanent, contract or temporary employees) of UOB Malaysia, UOB Malaysia's subsidiary(ies) and UOB Malaysia's related company(ies).
 - (d) Sole-proprietors, Partnerships, Charitable/Non-profit Organizations/Societies, Corporate and Commercial Customers.
 - (e) All UOB Malaysia Debit, Corporate, Purchasing and Private Label Cardmembers.
 - (f) Cardmembers whose Card accounts(s) with UOB Malaysia are delinquent or unsatisfactorily conducted as determined by UOB Malaysia
- 5. When Selected Cardmembers apply for this Campaign, Selected Cardmembers is deemed to have accepted this Terms and Conditions.
- 6. Selected Cardmembers under this Campaign is allowed to convert credit card outstanding balances with minimum amount of RM1,000 per Application.
- 7. To apply for this Campaign, Selected Cardmembers must reply by sending a SMS UOB7 to 66300 before expiry date as per stated in the SMS invitation ("Offer Period"). Example SMS to 66300: UOB7
- 8. Standard telecommunication charges will apply for each SMS sent and such charges shall be borne by the Selected Cardmembers.
- 9. Selected Cardmembers will receive an auto-reply SMS upon UOB Malaysia receiving Selected Cardmembers' response via SMS("Application").
- 10. At UOB Malaysia's receipt of Selected Cardmembers' Application, Cardmembers will be deemed to have given their consent to UOB Malaysia to convert the amount stated in the SMS ("BC Amount") into monthly instalment.
- 11. UOB Malaysia reserves the right to;
 - i. approve or decline the Application;
 - ii. approve or decline the BC amount applied; and
 - iii. convert the BC Amount; in accordance with these Terms and Conditions and SMS reply by the Selected Cardmembers.
- 12. Selected Cardmembers acknowledges that the approved BC Amount shall be subject to the BC interest offered as stated in the SMS delivered to the Selected Cardmembers

- 13. Upon approval of Application, the corresponding amount of the Selected Cardmembers's Credit Limit will be reserved for this purpose, and the available Credit Limit balance will be reduced accordingly. UOB Malaysia will not be liable to the Selected Cardmembers for any transactions rejected by merchants because of a resulting insufficient Credit Limit. As each instalment is paid, the same amount equivalent to the payment made will be restored to the Selected Cardmembers's credit limit.
- 14. Upon acceptance and confirmation of the Application, the Selected Cardmembers will not be allowed to change/alter the BC tenure, BC Monthly Instalment/ partial and/or full BC Amount (whichever applicable) and/or the BC Monthly Instalment once the Application is approved by UOB Malaysia.
- 15. Selected Cardmembers can cancel his/her approved Application, subject to UOB Malaysia's receipt of a notice from Selected Cardmembers. Selected Cardmembers has to provide notice to UOB Malaysia before the next monthly Statement of Account is generated either by:
 - i) email to uobcustomerservice@uob.com.my; or
 - ii) contacting UOB Malaysia Contact Centre at 03-26128 121 (Kuala Lumpur), 04-2401 121 (Penang), 07-2881 121 (Johor Bahru), 082-287 121 (Kuching) or 088-477 121 (Kota Kinabalu).

However, an amount equivalent to one (1) month of BC interest payable by the Selected Cardmembers on the BC is payable and non-refundable upon UOB Malaysia's approval of the Selected Cardmembers' Application.

16. The monthly repayment of BC is calculated as the sum of the BC Amount and BC Interest divided by the number of months approved for the BC ("BC Tenure") hereinafter referred to as the "BC Monthly Instalment".

Example repayment of BC in the BC Tenure:

Total outstanding balance to be converted	RM9,500
BC Interest at 6.38%p.a for 60 months instalment plan	RM3,030.50

Month	BC Amount (RM)	BC Interest (RM)	BC Monthly Instalment (RM)
Total	9,500.00	3,030.50	
1 - 59 month	-	-	208.84
60 month	-	-	208.94

- 17. The BC Monthly Instalment for final month ("Final Payment Instalment") may vary. Due to the rounding precision, the Final Payment Instalment will be generated with an amount equal to the outstanding principle amount, such that the total BC Monthly Instalment of all instalments is equal to the sum of amount converted including the applicable interest.
- 18. The BC Monthly Instalment will be debited immediately to the Credit Card Account following the approval of the Application, and will be reflected in the following month of the Credit Card Account monthly statement ("Statement of Account"), and payable in accordance with the Cardmember Agreement. As each Payment Instalment is repaid, the amount equivalent to the payment made will be restored to the Selected Cardmember's Credit Limit.
- 19. No additional interest will be imposed if the BC Monthly Instalment is paid in full on or before the Payment Due Date stated in the Statement of Account. If the BC Monthly Instalment is not paid in full on the Payment Due Date, the account will turn delinquent and the prevailing credit card interest rate of One Point Five percent (1.5%) per month or Eighteen percent (18%) per annum or the prevailing regulated interest rate will be charged on the balance instalment remaining unpaid on the due date in accordance with the Cardmember Agreement until the instalment amount is settled in full.
- 20. Upon the expiry of the BC, any outstanding balance will also be subject to the normal finance charge of One Point Five percent (1.5%) per month or Eighteen percent (18%) per annum or the prevailing regulated interest rate will take into effect until the date of full repayment.
- 21. UNIRinggit Rewards will not be awarded under this Campaign.

- 22. Upon closure of the UOB Malaysia Credit Card Account in accordance with the Cardmember Agreement, this Campaign shall immediately terminate and the Selected Cardmembers are liable to settle in full all the outstanding balance and fee charges imposed by UOB Malaysia under this Campaign.
- 23. The Selected Cardmembers is liable to pay for taxes or levies which as at the date of approval of the Selected Cardmember's Application for the Campaign or at any date subsequent to the date of approval of the Application, is required by law to be paid to anybody or authority having jurisdiction over UOB Malaysia, in respect of any fees and charges charged or incurred by UOB Malaysia in relation to providing the Campaign to the Selected Cardmembers.
- 24. The Selected Cardmembers consents and agrees that any or other taxes or levies incurred by UOB Malaysia in relation to the Campaign provided by UOB Malaysia to the Selected Cardmembers, shall be borne by and charged to the Selected Cardmembers and in the event that UOB Malaysia shall effect payment on the Selected Cardmembers's behalf, the Selected Cardmembers shall be liable to reimburse UOB Malaysia for such amounts paid and UOB Malaysia has the right to credit such taxes, duties and levies to the Credit Card Account.
- 25. If any of the following occurs, the total outstanding under the Campaign shall immediately be due and payable and shall bear interest at One Point Five percent (1.5%) per month or Eighteen percent (18%) per annum or the prevailing regulated interest rate in accordance with the Cardmember Agreement:
 - There is a breach of this Terms and Conditions or the Cardmember Agreement by the Selected Cardmember.
 - ii) An event of default occurs pursuant to the Cardmember Agreement.
 - iii) There is a delay or failure by the Selected Cardmembers to pay the Payment Instalment or any sum due under the Campaign.
 - iv) There is a failure by the Selected Cardmembers to pay on due date any money or to discharge any obligation or liability payable from time to time to UOB Malaysia or for any banking/credit facilities.
 - v) The Credit Card is terminated or the Credit Card Account is closed/suspended for any reason whatsoever.
 - vi) It becomes impossible or unlawful for UOB Malaysia to make available or continue to make available the Campaign, including but not limited to upon death, bankruptcy or legal disability of the Selected Cardmembers or that any provision in this terms and conditions is declared by a court or other relevant authority to be void, voidable or unenforceable.

The events above will also entitle UOB Malaysia to cancel, revoke, suspend or restrict the use of the Credit Card, and to consolidate all outstanding amounts into the principal Credit Card Account.

- 26. Selected Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that Selected Cardmembers do not understand.
- 27. To the fullest extent permitted by law, 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 in respect of this Campaign.
- 28. UOB Malaysia reserves the right to terminate, add, delete, suspend or vary these terms and conditions including but not limited to the BC Interest, from time to time, wholly or in part, by providing seven(7) days prior notice to the Selected 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.
- 29. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorised third party in respect of the Campaign, which is published in any mass media, marketing or advertising materials. All accessories or equipment that are featured together with the items in any of the mass media, marketing or advertising materials are for decorative purposes only, and do not form part of the items offered to Selected Cardmembers.

- 30. UOB Malaysia will not be held responsible for and disclaims all liability to any actions, claims, loss, damages, costs, charges, and expenses which a Selected Cardmember may suffer, sustain or incur by the Selected Cardmember's and/or any third party resulting directly or indirectly from this Campaign unless it is due to UOB Malaysia's gross negligence or wilful misconduct specifically related to this Campaign.
- 31. UOB Malaysia reserves the right to cancel, terminate or suspend the Campaign with prior notice. For the avoidance of doubt, cancellation, termination or suspension by UOB Malaysia of the Campaign shall not entitle the Selected Cardmembers to any claim or compensation against UOB Malaysia for any and all losses or damages suffered or incurred by the Selected 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 wilful misconduct specifically related to this Campaign.
- 32. These terms and conditions shall be governed by and construed in accordance with the laws of Malaysia and the Selected Cardmembers agree to submit to the non-exclusive jurisdiction of the courts of Malaysia.

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