

## UOB Zenith Card TERMS AND CONDITIONS

Effective Date: 30 October 2023

### General

These terms and conditions ("**Terms and Conditions**") shall govern the use of UOB Zenith Card ("**Card**" or "**UOB Zenith Card**") issued by United Overseas Bank (Malaysia) Bhd (Company Registration no. 199301017069 (271809-K) ("**UOB Malaysia**"). These Terms and Conditions are to be read together with the UOB Visa / Mastercard Cardmember Agreement ("**Cardmember Agreement**").

Under these Terms and Conditions, references made to:-

"**Card Anniversary**" means the anniversary of the date the first statement of account is issued to Principal Cardmember's UOB Zenith Card.

"**Cardmembers**" shall mean both the principal and supplementary cardmembers of UOB Zenith Card. "**Principal Cardmembers**" refers to the principal cardmembers of the Card. "**Supplementary Cardmembers**" refer to the supplementary cardmembers of the Card.

"**DuitNow QR**" means a service which facilitates industry wide ubiquitous payments or credit transfer by scanning the QR Code which complies with DuitNow QR standard.

"**QR Code**" means a two-dimensional barcode that can be read using the camera of a smartphone or mobile device that is equipped with QR reader;

"**UNIRinggit**" or "**UNIRM**" refers to rewards points earned by the Cardmember through usage of UOB Malaysia Credit Cards in accordance with the relevant UOB Credit Cards Terms and Conditions.

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 Malaysia reserves the right to decide on all matters pertaining to the award and/or use of any or all of the benefits and privileges stated herein and UOB Malaysia's decision shall be final and binding on the Cardmembers. The benefits and privileges described below may be amended, supplemented or revoked by UOB Malaysia at any time with adequate prior written notice to the Cardmembers.

### A. UOB Zenith Card Features ("**Rewards Programme**")

1. The following are the UOB Zenith Card Rewards Programme:

#### A. UNIRM

(I) 2 X UNIRM for Overseas Spend and 1X UNIRM for Local Spend

- a. Cardmembers will be entitled to 2 X UNIRM for every RM1.00 spent overseas and 1X UNIRM for every RM1.00 spent on retail transaction settled in Ringgit Malaysia (“**Eligible Spend**”).
- b. Subject to Clause 1(A)(I)(a) above, Cardmembers can earn UNIRM based on the total posted Ringgit Malaysia (RM) amount of eligible retail purchases (both local and international) made on the principal Card and supplementary Card, where applicable.
- c. The following transactions shall be excluded from earning UNIRM:
  - (i) transactions made on Cash Advance, QuickCash, IPP, EPP transaction(s), DuitNow QR transactions, JOMPAY, Direct Debit, Balance Transfer or Flexi Credit Plans (as described in the terms and conditions for these products found on the Website);
  - (ii) payment for Card account, annual fees, interest payments, late payment fees or charges for cash withdrawals;
  - (iii) refunded, disputed, unauthorized or fraudulent transactions;
  - (iv) government service tax and other taxes imposed by law;
  - (v) any form of service of miscellaneous fees;
  - (vi) premium for Credit Shield or Credit Shield Plus (defined in the terms and conditions for these products found on the Website) or any other credit insurance;
  - (vii) payment of rates, charges, fines to Governmental, statutory and judicial bodies;
  - (viii) catering and out-call food and beverage services;
  - (ix) donations and contributions to charitable, community or social service organizations (including charitable organizations approved by the Inland Revenue Board for tax relief);
  - (x) fees or charges to any education establishments or institutions (including professional and vocational training centers);
  - (xi) childcare services; and
  - (xii) special events/ categories (including funeral and crematoria services, clothing rental, photographic or video-graphic studios and florists)

## **(II) Spend Bonus**

- a. Subject to these terms and conditions, the Cardmember shall receive **250,000 UNIRM (“Spend Bonus Points”)** if the: -
  - (i) Cardmember meets the cumulative annual retail spend of **RM240,000 and above**.
- b. For purposes of Clause 1(A)(II)(a)(i) above, “cumulative annual retail spends” means the total retail spending of a Principal and Supplementary UOB Zenith card in last ONE (1) anniversary year, excluding the following transactions: -
  - (i) transactions made on Citibank’s Balance Transfer (BT), Easi Payment Plan (EPP), Flexi Credit Plan and 0% Interest-Free Instalment Payment Plans;
  - (ii) refunded, disputed, unauthorized or fraudulent retail transactions;
  - (iii) cash withdrawals or cash advance;
  - (iv) 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; and/or
  - (v) premium for Credit Shield or Credit Shield Plus or any other credit insurance.
- c. The words “anniversary year” means an anniversary from the date when the Cardmember’s UOB Zenith Card account was approved.

- d. The Spend Bonus Points will be credited to Cardmember's UOB Zenith Card account and will be reflected in the following month's UOB Zenith Card statement.

**(III) General Clauses relating to UNIRM**

- a. The Eligible Spend made by the Supplementary Cardmembers will be combined with the principal Cardmember's Eligible Spend for the purpose of calculation of the accumulated UNIRM for the Card Account. For the avoidance of doubt, the UNIRM accumulated by both the Principal Cardmembers and Supplementary Cardmembers will only be credited to the Principal Cardmember's credit card account within two (2) months from the month where the charges are processed by UOB Malaysia and debited to the Cardmember's credit card account.
- b. The total UNIRM earned each month will be reflected in the Principal Cardmember's monthly Statement of Account. In the event the system supporting this automated process becomes unavailable, the UNIRM earned will be manually fulfilled and reflected in the principal Cardmember's Statement of Account in the following month.
- c. At the time of awarding the rewards under the Rewards Programme, the Cardmember's card account must be valid, current, subsisting and in good credit standing as may be determined by UOB Malaysia.
- d. Any accumulated UNIRM including UNIRM which are pending crediting into the Principal Cardmember's Card Account shall immediately cease to be valid upon occurrence of any of the following:
  - (i) Any cancellation, termination or suspension of the Card /Card Account for any reason whatsoever;
  - (ii) Any conversion from UOB Zenith Card to any other UOB Credit Cards;
  - (iii) The Card account becomes delinquent; or
  - (iv) The Cardmember breaches of any of these Terms and Conditions and/or the terms and conditions of the Cardmember Agreement.
- e. Without prejudice to the generality of the foregoing, in the event that the rewards 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 UOB Zenith Card and/or any transaction made using their UOB Zenith Card, UOB Malaysia reserves the right to disqualify such persons from earning or utilizing the UNIRM.
- f. For the avoidance of doubt, UOB Malaysia reserves the right to reverse the UNIRM at any time where there is valid reason to do so. Circumstances where reversal UNIRM may occur includes cancellation of transaction due to return of goods, refund, fraud, error and unauthorized transactions.
- g. UNIRM reversal will be applied in the statement cycle when reversal transaction is posted which may differ from the statement cycle of the corresponding purchase transaction.
- h. UNIRM earned is not transferable to any other party. UNIRM is not 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. If the UNIRM is awarded to a person who is not a Cardmember, UOB Malaysia has the right to disqualify such person from enjoying the UNIRM, and/or from redeeming or using the UNIRM.
- i. The UNIRM earned by the Cardmembers have no monetary value.

**B. UOB Zenith Card Relationship Bonus Program**

- a. Subject to the terms of the Relationship Bonus Points Program that UOB Malaysia may introduce from time to time, Principal Cardmembers will be credited with Relationship Bonus Points on their annual spend based on the duration of their UOB Zenith Card relationship with UOB Malaysia.

**Note: “Relationship Bonus Points”** means the bonus UNIRM points which are credited to Principal Cardholders’ UOB Zenith Card Accounts as a reward of their relationship with UOB Malaysia.

- b. The amount of Relationship Bonus Points to be credited will be equal to a percentage of the total spend as at the Card Anniversary on Principal Cardmember’s UOB Zenith Card Account.
- c. Such percentage will be based on the number of years of Principal Cardmember’s UOB Zenith Card relationship with UOB Malaysia, and at such rate as may be determined by UOB Malaysia. For clarity, the current rate applicable shall be in accordance with the Table 1 below.

**Relationship Bonus Tier**

Years with UOB Zenith Card	Relationship Bonus
1-3	10%
4-6	20%
7-9	30%
10 and above	50%

**Table 1**

As an illustration: If Principal Cardmember has been holding UOB Zenith Card for the past 5 years, Principal Cardmember will be entitled to a 20% Relationship Bonus Points on the total spend based on the past 12 months made with UOB Zenith Card. If Principal Cardmember has spent RM100,000 in the past 12 months, Principal Cardmember will be entitled to Relationship Bonus Points of 20,000 points.

**C. UOB Zenith Global Concierge Services**

- a. Cardmembers may call UOB Zenith Priority Line at **03-2612 3399** to request to speak to a lifestyle manager whenever the UOB Zenith Global Concierge services are required.
- b. UOB Malaysia may engage a third party service provider to carry out the UOB Zenith Global Concierge services and the Cardmembers shall authorize UOB Malaysia to disclose the Cardmembers’ particulars to the third party service provider engaged by UOB Malaysia for the purposes of carrying out the UOB Zenith Global Concierge services.
- c. By providing the UOB Zenith Global Concierge services, to the full extent permitted by law, UOB Malaysia:
  - (i) will not be liable to the Cardmembers or to any person whom the Cardmembers nominate to receive or use any product or service offered or supplied by the third party service provider for the quality of the products or services or their suitability for any purpose;

- (ii) will not be liable to the Cardmembers or to any other person whom the Cardmembers nominate to receive or use any product or service offered or supplied by the third party service provider for any death, injury or consequential loss or damage of any nature which may arise from the supply of the products or the performance of the services by the third party service provider; and
- (iii) is not responsible for any act or omission on the part of the third party service provider or for any defect or deficiency in the products or services provided by the third party service provider.

#### **D. UOB Zenith Airport Lounge Access by Plaza Premium Lounge (PPL) and PPL Affiliate Partners**

- a. Each Zenith Cardmember is entitled to twelve times (12) complimentary visits per calendar year at the participating lounge (maximum 3 hours lounge usage). Please visit <https://www.plazapremiumlounge.com/PlazaPremiumLounge/media/PPLMedia/Promotions/uob-malaysia-local.pdf> and <https://www.plazapremiumlounge.com/PlazaPremiumLounge/media/PPLMedia/Promotions/uob-malaysia-global.pdf> for the list of participating outlets.
- b. Cardmember admission to a Lounge is subject to the representation of your UOB Zenith Card and boarding pass upon arrival at the reception of the participating Lounge and availability of space in the Lounge.
- c. For admission, the Lounge's frontline staff in the Lounge will swipe the UOB Zenith Card on an E-slip terminal and you are required to sign on the E-slip. A copy of the E-slip will be retained by the Lounge and the client copy of the E-slip will be given to the Cardmember.
- d. For Plaza Premium Lounges (excluding Plaza Premium First and PPL Affiliate Partners) located in Malaysia, each of your accompanying guest who are at least 2 years old and above shall be entitled to a 50% discount off the applicable charges and the payment shall be settled by you at the point of admission into the Lounge with your UOB Malaysia Credit Card.
- e. For Plaza Premium Lounges located outside Malaysia (excluding Plaza Premium First and PPL Affiliate Partners), each of your accompanying guest who are at least 2 years old and above shall be entitled to a 20% discount off the applicable charges and the payment shall be settled by the Cardmember at the point of admission into the Lounge with your UOB Malaysia Credit Card.
- f. For the avoidance of doubt, the 50% discount (for Plaza Premium Lounges in Malaysia) and 20% discount (for Plaza Premium Lounges located outside Malaysia) in clause 1(D)(d) and 1(D)(e) above are not applicable for Plaza Premium First and PPL Affiliate Partners.
- g. Your visit into the Lounge will be according to the applicable charges by Plaza Premium Lounge and the payment shall be settled at the point of admission into the Lounge by you with your UOB Malaysia Credit Card.
- h. There is no limit to the number of guests who can accompany you into the Lounges who are utilizing the Privilege under this Program so long as the payment conditions as above are met.
- i. The total complimentary visits are aggregated throughout all Lounges. If you have utilized all complimentary visits, your subsequent visits will be subject to applicable charges by the applicable Lounges.
- j. The complimentary access is provided on an "As Is" basis and subject to what is provided/is available by the Service Providers at the Lounges at the time of your complimentary visit.
- k. You are entitled to one (1) access per day. Any subsequent visit on that day and any visit exceeding 3 hours limit may be subject to applicable charges by the applicable Lounges.

- l. The complimentary access is not transferable and cannot be exchanged for cash, credit or in kind.
- m. UOB Malaysia is not the service provider of the Plaza Premium Lounge. UOB Malaysia does not guarantee or warrant the quality of or the services performed by Plaza Premium Lounge and shall not be liable for any deficiency, delay or imperfection of such services or for any mishaps, injuries or accidents that may occur in the course of redemption or usage for this Program.
- n. The privilege does not include any accessories or items that are shown in any marketing and/or communication materials, as they are for illustration purposes only
- o. You agree that you will indemnify UOB Malaysia from all liabilities, damages, losses, claims, suits, judgments, costs and expenses (including legal fees) for injury to or death of any person or damage to or destruction of any property arising out of the use of the Plaza Premium Lounge Program by you or any of your accompanying guests(s).
- p. UOB Malaysia will not be liable to you for any disputes between you or your accompanying guest and Plaza Premium Lounge on matters such as admission into the Lounge, provision and use of facilities in the Lounge, any charges for subsequent visit or visits over the 3 hour limit or charges for your accompanying guest.
- q. UOB Malaysia is not liable for any default in respect of the Airport Lounge Program due to any act of God, war, riot, strike, lockout, industrial action, epidemic, pandemic, fire, flood, drought, storm, technical or system failure or any other event beyond the reasonable control of UOB Malaysia.
- r. UOB Malaysia's decisions on all matters relating to the Airport Lounge Program are conclusive and binding on you save for fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries.
- s. UOB Malaysia reserves the right to cancel, revise, terminate or suspend the Airport Lounge Program or to revise any clause in these terms and conditions with adequate prior notice to you by way of posting on UOB Malaysia website, accessible via [www.uob.com.my](http://www.uob.com.my) and/ or in any other manner deemed suitable by UOB. You agree to log-on to UOB Malaysia website, accessible via [www.uob.com.my](http://www.uob.com.my) from time to time to view and understand these terms and conditions and to ensure that you are kept up-to-date with any changes made.
- t. To the fullest extent permitted by law, any cancellation, revision, termination or suspension of the Airport Lounge Program by UOB Malaysia will not entitle you to any claim or compensation against UOB Malaysia for any loss or damage suffered or incurred by any of you as a direct or indirect result of the act of cancellation, revision, termination or suspension.

#### **E. UOB Zenith Airport Limousine Ride by Airport Limo**

- a. To be eligible for a complimentary ride home, you must swipe a minimum of three (3) retail transactions overseas using your UOB Zenith Card and retain at least three (3) credit card sales slips.
- b. All the credit card sales slips presented must-
  - i. show that the retail transactions were made overseas with an overseas merchant address; and
  - ii. show that the retail transactions were made between the period from 1 October 2023 to 30 September 2024;
- c. The transaction date shown in all the credit card sales slips must not be more than thirty (30) days prior to the date of the redemption.
- d. You may present your UOB Zenith Card, boarding pass and the three (3) credit card sales slips transacted using your UOB Zenith Card at the UOB Airport Limo Priority Booth located at



domestic arrival area, level 3 of KLIA1 and you will be ushered to the taxi or limousine. Cardmember must arrive via international flight at KLIA1 to be eligible to redeem the complimentary ride home.

- e. The Complimentary Ride Home Program is only applicable if you take the Airport Limo's "Premier Taxi", departing from KLIA1 to any location within Zone 1 to Zone 8 and it is subject to availability. The detailed information on destination zones prescribed by Airport Limo is available at <http://www.airportlimo.my>
- f. You are entitled to upgrade the vehicle from "Premier Taxi" to higher categories of airport taxis or limousines made available by Airport Limo subject that you bear the additional charges incurred for the upgrade, if any.
- g. You are entitled to request for a deviation of route outside of Zone 8 subject that you bear the additional charges, if any.
- h. Cardmember can only redeem one (1) free ride home per UOB Zenith Card per day, regardless of how many Card such Cardmember may hold.
- i. UOB Malaysia will not be liable to pay or compensate you for any additional charges -
  - i. incurred as a result of you upgrading the vehicle;
  - ii. incurred as a result of your deviation of route; or
  - iii. including any midnight surcharges.
- j. UOB Malaysia will not be liable to you for any unexpected incident such as delays caused by traffic congestions, natural disaster or any event that affects the normal business operations of Airport Limo.
- k. UOB Malaysia is not liable for any default in respect of the Complimentary Ride Home Program due to any act of God, war, riot, strike, lockout, industrial action, epidemic, pandemic, fire, flood, drought, storm, technical or system failure or any other event beyond the reasonable control of UOB Malaysia.
- l. UOB Malaysia is an issuer of credit card and does not operate as a transportation service provider. UOB Malaysia shall not be liable to you or to any person whom you nominate to receive the free ride home for any death, injury or consequential loss or damage of any nature which may arise as a result of your participation in this Complimentary Ride Home Program.
- m. UOB Malaysia's decisions on all matters relating to the Complimentary Ride Home Program are conclusive and binding on you.
- n. UOB Malaysia reserves the right to cancel, revise, terminate or suspend the Complimentary Ride Home Program or to revise any clause in these terms and conditions with prior notice of twenty-one (21) days to you by way of posting on UOB Malaysia website, accessible via [www.uob.com.my](http://www.uob.com.my) and/ or in any other manner deemed suitable by UOB Malaysia. You agree to log-on to UOB Malaysia website, accessible via [www.uob.com.my](http://www.uob.com.my) from time to time to view and understand these terms and conditions and to ensure that you are kept up-to-date with any changes made.
- o. Any cancellation, revision, termination or suspension of the Complimentary Ride Home Program by UOB Malaysia will not entitle you to any claim or compensation against UOB Malaysia for any loss or damage suffered or incurred by any of you as a direct or indirect result of the act of cancellation, revision, termination or suspension.

- p. UOB Malaysia is not the service provider of Complimentary Ride Home Programme. To the fullest extent permitted by law, neither UOB Malaysia nor any of its officer, servant, employee, representative or agent (including but not limited to any third party service provider that UOB Malaysia may engage for the purposes of carrying out services in relation to the Complimentary Ride Home Program) will be liable for any loss or damage which arises in connection with the Complimentary Ride Home Program. Any liability that UOB Malaysia may have to you is limited to Direct Damages only. The words "Direct Damages" means actual damages or losses suffered by you as a result of a direct and immediate action by UOB Malaysia and shall not include any compensation for special, punitive, indirect, incidental or consequential damages or losses of any kind whatsoever, including but not limited to loss of profits, business or value, whether or not foreseeable.

## **2. UOB Zenith Card Benefits Provided by Third Party Service Providers (“UOB Zenith Card Benefits”)**

- a. Principal Cardmembers are eligible for UOB Zenith Card Benefits provided through the MasterCard World Elite program. In order to make use of these benefits you must make the qualifying purchase with your UOB Zenith Card and your card account must be open and current.
- b. We have the right to add, modify, or delete any benefits, service, or feature at our discretion, at any time. UOB Malaysia is not responsible for the products or services offered by other companies.

### **I. INTERNATIONAL COMPLIMENTARY FOURTH NIGHT HOTELS AND RESORTS PROGRAM TERMS AND CONDITIONS**

- a. Principal Cardmembers will enjoy one complimentary night with no black-out dates, when you book four consecutive nights at any hotel through UOB Zenith Concierge ("UOB Zenith Concierge", is operated by a third-party service provider). Bookings made through other methods such as, travel agents, websites or directly with a hotel will not qualify.
- b. To receive a complimentary night stay (via a statement credit), UOB Zenith Card Principal Cardmember must:-
- (ii) Book a reservation for a minimum, consecutive four-night stay in the name of UOB Zenith Card Principal Cardmember by contacting the UOB Zenith Concierge and booking directly with UOB Zenith Concierge;
  - (iii) The booking must be fully paid for the entire stay with the UOB Zenith Card Principal Cardmember; and
  - (iv) Stay at the same hotel for the entire period of reservation.
- c. UOB Zenith Card Principal Cardmembers will receive a statement credit to their UOB Zenith Card statement based on the average nightly rate of their first four (4)-night stay in the same hotel property. For the avoidance of any doubt, taxes of any kind (including of government service taxes, value added tax (VAT) or similar taxes) will not be credited. Hotel imposed fees, including dining or resort fees and incidental guest charges are the Principal Cardmember's responsibility.



- d. UOB Zenith Card Principal Cardmembers will be charged on the total cost of the stay for all consecutive nights at the time of booking. If the reservation is cancelled, changed, or check-out occurs before fourth night, the complimentary fourth night stay is forfeited and has no cash, or credit value.
- e. UOB Zenith Card Principal Cardmembers will receive the relevant statement credit on the UOB Zenith Card statement within two (2) statement cycles from completion of full payment and stay.

#### Eligibility Requirements

- f. Only one (1) complimentary night is eligible per each stay and is limited to one room per Cardmember. A stay is a minimum of four (4) consecutive nights booked at the same hotel and does not include back-to back stays in the same city.
- g. For the purposes of these terms and conditions, stays in the same hotel must be at least seven (7) days apart between check-out. The next check-in (after 7 days from date of check-out) will be eligible for another complimentary fourth night stay if the Cardmember booked (through the UOB Zenith Concierge) and stay for 4 consecutive nights. The benefit can only be used by UOB Zenith Principal Cardmembers.
- h. Full board room stay or any packaged rates, such as flight and hotel, hotel and car rental, do not qualify for this benefit.
- i. This benefit cannot be combined with any other promotions or discounts, including the use of corporate code discounts. The complimentary fourth night stay cannot be used in conjunction with other on-going promotions, offers and discounts, including complimentary night stays, given by the hotel of choice.

#### Cancellations and Reversals

- j. All amendments and cancellations must be done through UOB Zenith Concierge.
- k. If the reservation is cancelled, any statement credit related to the offer will be reversed. UOB Malaysia and Mastercard reserve the right to reverse a statement credit including, and without limitation, due to any refunds, returns, disputes, adjustments or fraudulent card activity.
- l. Cancellation and amendment fees may apply subject to the terms and conditions of the hotel.

#### Customer Service and Contact Information

- m. For any Program related questions, Cardmembers may contact the UOB Zenith Priority Line at the number located on the back of the UOB Zenith Card.

**General Terms and Conditions**

1. UOB Malaysia is an issuer of credit cards and therefore is not responsible for the quality, merchantability or fitness for any purpose or any other aspect of the products and/or services purchased using the Card.
2. UOB Malaysia is not liable for any default in respect of the Card due to any act of God, war, riot, strike, lockout, industrial action, epidemic, pandemic, fire, flood, drought, storm, technical or systems failure or any event not caused by any breach or negligence by UOB Malaysia.
3. By retaining, using the Card and/or participating in this Rewards Programme and/or UOB Zenith Card Benefits, the Cardmembers agree to be bound by this terms and conditions including and any amendment and/or variation to it and the terms and conditions in the Cardmember Agreement.
4. Cardmembers shall seek clarification from UOB Malaysia's authorized representative if there are any terms and conditions that the Cardmembers do not understand.
5. In the event of any inconsistency between these Terms and Conditions and:-
  - (i) the terms and conditions of the Cardmember Agreement; and/or
  - (ii) any advertising, promotional, publicity and other materials relating to or in connection with the Rewards Programme and/or UOB Zenith Card Benefits,these Terms and Conditions shall prevail.
6. To the fullest extent permitted by law, UOB Malaysia reserves the right to add, delete, vary, revise, cancel, withdraw, terminate or suspend these Terms and Conditions including the Rewards Programme and/or UOB Zenith Card Benefits in whole or in part, at any time with adequate prior written notice to the Cardmember by way of posting on UOB Malaysia's website, displaying a notice at any of UOB Malaysia's branches, a statement insert in the Statement of Account or any other manner as may be determined by UOB Malaysia from time to time.
7. 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.
8. For the avoidance of doubt, revision, withdrawal, cancellation, termination or suspension by UOB Malaysia /or any third party service provider of the Rewards Programme and/or UOB Zenith Card Benefits 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 revision, cancellation, termination or suspension, unless it was caused by UOB Malaysia's gross negligence or willful misconduct.
9. Cardmembers are eligible to participate in the Rewards Programme and/or UOB Zenith Card Benefits provided that the Cardmembers have not defaulted on any terms and conditions of the Cardmember Agreement.
10. Without prejudice to the generality of the foregoing, in the event that the rewards 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 the Rewards Programme and/or UOB Zenith Card Benefits.

11. The record of transactions maintained by UOB Malaysia and UOB Malaysia's decision on all matters relating to the Rewards Programme and/or UOB Zenith Card Benefits shall be final, conclusive and binding on the Cardmembers save for fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries).
12. 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 Rewards Programme and/or UOB Zenith Card Benefits.
13. To the fullest extent permitted by law, UOB Malaysia expressly excludes and disclaims any representation, warranty or endorsement, express 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 Rewards Programme and/or UOB Zenith Card Benefits.
14. UOB Malaysia shall not be liable for any misinterpretation or misrepresentation of facts by any unauthorized third party in respect of the Rewards Programme and/or UOB Zenith Card Benefits offered and published in any media, marketing or advertising materials.
15. 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 party resulting directly or indirectly from the Rewards Programme and/or UOB Zenith Card Benefits.
16. 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.

**[END]**