

**TERMS AND CONDITIONS OF PROMOTION  
“MAKE FIRST TRANSACTION – GET INSTANT OFFER!”**

***These Terms and Conditions takes effective from 01 February 2023***

Customer is advised to note that when Customer participates in the Campaign or agrees to receive any optional benefits offered by the Campaign, it is deemed that Customer has read, understood and accepted these Terms and Conditions (“**Terms and Conditions**”).

1. **Campaign Name:** “**MAKE FIRST TRANSACTION – GET INSTANT OFFER!**” (“**Campaign**”) is applicable at Hanoi and Ho Chi Minh City.
2. **Promotion Period:** from **01 February 2023** to end of **30 April 2023**. The Campaign may end earlier if the total value of gift has been exhausted (“**Promotion Period**”).
3. **Eligible Customer:** All Business Banking customers of United Overseas Bank (Vietnam) Limited (“**UOBV**” or the “**Bank**”) who did not perform Eligible Transactions via e-channels listed below from 01 November 2022 – 31 January 2023 (Hereinafter referred to as “**Customer**”).

Eligible e-channels (“**E-Channels**”) consist of:

- (i) UOB SME internet banking platform
- (ii) UOB SME App

**4. Promotion Details:**

During the Promotion Period, Customers who perform the first Eligible Transaction via E-Channels will enjoy e-gift vouchers/ vouchers as specified in Article 5 below.

**5. Reward mechanic:**

- Eligible Customer shall receive e- gift vouchers/ vouchers from the 3<sup>rd</sup> party providing gift services, (“**Gift Services Provider**”) valued at VND 300,000 (Three hundred thousand Vietnam Dong) (“**Gift**”).
- Each Customer can be rewarded maximum 01 (One) Gift during the Promotion Period.
- Campaign will be summed up and awarded after the Promotion Period.

**6. Terms and Conditions on Gift:**

- a. The total promotional Gift value is VND 99,000,000 (Ninety-nine million Vietnam Dong). Gift will be given on a first come, first served basis.
- b. Customer who is eligible to receive Gift during the Promotion Period will receive vouchers hand-delivered to the Representatives appointed by Customer or receive the e-gift vouchers sent to the phone number specified by Customer.
- c. Customer who is eligible to receive Gift will be notified by the Bank via email or SMS via the phone number that Customer has registered with the Bank.
- d. The Bank is not the supplier of the Gift. The Gift is provided by the respective Gift Services Provider under the Terms and Conditions set forth by the Gift Services Provider. Customer will comply with

the Terms and Conditions when using the Gift Services Provider's Gift. In case of any questions or complaints related to the Gift, Customer should contact the Gift Services Provider for solution.

- e. The Bank may at its own discretion refuse giving or withdraw the Gift to any Customer who has provided information which is illicit, unclear, or incomplete, or has violated any of these Terms and Conditions.
- f. By receiving and accepting the Gifts, Customer agrees to indemnify and hold the Bank harmless from and against all claims, acts, lawsuits, proceedings, judgements, damages, losses, expenses arise or hold the Bank accountable in connection with or arising out of participation in this Campaign or the receipt or use of the Gift.

#### **7. Terms and Conditions on Eligible Transactions:**

- In this Campaign, Eligible transactions ("Eligible Transaction") is in accordance with Vietnamese law, transacted via e-channels, consist of all the transactions which results into changing in customer's account balance.
- Eligible Transactions do not include card activation transactions, transfers, cash withdrawals in any method (at counters, ATMs or POS, etc.), credit into any e-wallet services, the Bank fee-related payment transactions. The date and time of Eligible Transactions will be based on the information recorded on UOBV's system. It is noted that mobile text message (SMS) notifying successful transaction is not a valid confirmation that a card transaction has been recorded in the Bank's system.
- Eligible Transactions will be counted in the total transactions and total value thereof to be considered for the promotional benefits and gifts. The Bank reserves the right to request for valid documents and information from Customer regarding relevant purchase transaction, address of the point of sales, as well as financial invoices in order to prove that a transaction paid by card is an Eligible Transaction. The Bank also reserves the right to contact merchants to verify an Eligible Transaction. If Customer refuses to fulfil the Bank's request for information or documents as aforementioned, or should the Bank verify and find that the transactions do not adhere to what Eligible Transaction has been defined, the Bank shall not count those transactions in the total number and value of transactions to be considered for the promotional benefits.
- Canceled, disputed, counterfeit and/ or refunded transactions during or after the Promotion Period will be deducted from the total Eligible Transactions value.
- After the Customer receive the Gifts/ Rewards, if the Eligible Transactions participated in the Campaign are returned or canceled, UOBV reserves the right to deduct the value of the Gift from the Customer's account opened at UOBV.

#### **8. General Terms and Conditions:**

- a. The Bank may contact Customer via phone number/ email registered with the Bank for further information/ clarification or additional documents, if necessary.
- b. Customer agrees that the Bank may use his or her personal image and information for advertising, promotion within and after the end of the Campaign without any further consent from the Customer.
- c. The Bank assumes no liability when a notification cannot be delivered to Customer's phone number or email address because Customer does not provide or provides incorrect phone number or email to the Bank, or notification email is directed to spam / junk folder; and the telecommunication service providers of Customer block notification of the Bank for any reason.

- d. When the Bank deems it necessary, the Bank may replace the Gift with other promotional benefits having the same values but not exceeding the Gift value in any case.
- e. Customer shall be responsible for any relevant tax and fee, if applicable, as required by applicable laws, arising out of or relating to the receipt of any prize and benefit of this Campaign by Customer.
- f. In case of any dispute arising out of or relating to this Campaign, the Bank shall cooperated with Customer to find an amicable resolution. If the parties fail to reach such resolution, the dispute shall be resolved in accordance with laws of Vietnam.
- g. Terms and Conditions Governing Accounts And Services; provisions on UOB SME Internet Banking Service and UOB SME App shall be applied in conjunction with these Terms and Conditions of this Campaign.
- h. The Bank may change the Terms and Conditions from time to time. Such amendments (if any) shall be notified or registered as required by applicable laws prior to implementation.
- i. The Terms and Conditions of this Campaign is made in English and Vietnamese. In case of any discrepancy/ inconsistency between English and Vietnamese, the Vietnamese version shall prevail within the scope of that discrepancy/inconsistency.