

## **Terms and Conditions – I LOVE 100% Cashback Campaign**

1. Malayan Banking Berhad's (3813-K) ("Maybank") "I LOVE 100% Cashback Campaign" ("Campaign") commences on 1 October 2014 at 12:00AM MYT until 31 January 2015 at 11:59PM MYT (both dates inclusive) unless notified otherwise ("Campaign Period").

### **2. Eligibility**

2.1 All new and existing Principal Cardmembers of Maybank Visa/ MasterCard/ American Express Credit/ Charge Card(s) issued by Maybank or Maybank Islamic Malaysia who successfully register for the Campaign via SMS are eligible to participate in the Campaign ("Eligible Cardmembers").

2.2 The following persons are NOT eligible to participate in the Campaign:

- a) Cardmembers of Maybank Visa/ MasterCard/ American Express Credit/ Charge Cards not issued by Maybank or Maybank Islamic Malaysia;
- b) Cardmembers whose Maybank Visa/ MasterCard/ American Express Credit/ Charge Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardmember Agreement during the Campaign Period;
- c) Maybank Visa/ MasterCard/ American Express Credit/ Charge Cardmembers who are in default of any facility granted by Maybank at any time;
- d) Cardmembers of Maybank Commercial/ Corporate Cards; or
- e) Permanent and contract employees of Cards Marketing Department, Maybank, partners, representatives or agents (including vendors, suppliers, advertising and promotion agencies for this Campaign) and their respective immediate family members (e.g. spouse, children, parents, siblings).

### **3. SMS Registration**

3.1 Registration is on a one-time basis using Maxis/ Celcom/ DiGi/ U Mobile number and must be made by the Principal Cardmember only within the Campaign Period.

- a) Type **DAILY<space>12-digit NRIC Number** and send to **66628** (E.g. DAILY 900826145411)
- b) For non-Malaysian Cardmembers, type **DAILY<space>Passport Number recorded in Maybank system** and send to **66628** (E.g. DAILY B123456 A1)

3.2 Eligible Cardmembers with multiple Maybank Credit and/or Charge Cards are only required to register once within the Campaign Period.

3.3 Eligible Cardmembers shall be responsible to pay the standard SMS charges levied by their respective telecommunication service providers ("Telco") for each registration SMS sent to the designated number "66628" under the Campaign.

3.4 Eligible Cardmembers are solely responsible to ensure that the details in the registration SMS sent to 66628 are complete, accurate, and within the Campaign Period; failing which, the registration SMS will not be processed and deemed invalid or unsuccessful.

3.5 Proof of SMS sent to 66628 by Eligible Cardmembers shall not be deemed as successful SMS registration unless the Eligible Cardmembers receive a confirmation SMS from 66628 and such confirmation SMS will be sent to the same mobile phone number used for registration, subject to the SMS traffic at the respective Telco's network. The confirmation SMS is automatically generated to confirm receipt of a successful registration and shall not be deemed as notification that the Eligible Cardmember has been confirmed as Winner.

- 3.6 Cancellation and/ or change of SMS Registered will not be accepted after the SMS Registered has been send to 66628.
- 3.7 Maybank reserves the right to disqualify any registration SMS sent to 66628 due to reason(s) including, but not limited to duplicate registration, invalid Card number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period without assigning any reason thereof and shall not be liable for such disqualification.
- 3.8 Maybank is not responsible for nor does Maybank have any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective Telco or Maybank's SMS vendor or for any other reason(s) whatsoever during the process of registration SMS sent to 66628 or confirmation SMS sent from 66628 to Eligible Cardmembers which may result in the delay of the SMS registration during the Campaign Period.
- 3.9 SMS service is provided and supported by the service provider appointed by Maybank, i.e. Macro Kiosk Berhad.

**4. Cashback Entitlement**

- 4.1 Eligible Cardmembers are entitled up to 100% Cashback on their "Qualifying Spend", subject to a maximum of RM300 per Eligible Cardmember per day from 10AM until 10PM on first-come, first-served basis and subject to a total of RM25,000 per day during the Campaign Period, whichever comes first ("Successful Cardmembers").
- 4.2 Upon successful SMS registration, Eligible Cardmembers' Cashback entitlement shall on 1 October 2014 at 10:00AM MYT until 31 January 2015 at 10:00PM MYT (both dates inclusive), subject to Clause 4.1.

Example	Date of Successful SMS Registration	Cashback Entitled Period
Eligible Cardmember A	1 Oct 2014	1 Oct 2014 - 31 Jan 2015
Eligible Cardmember B	15 Nov 2014	1 Oct 2014 - 31 Jan 2015
Eligible Cardmember B	31 Jan 2015	1 Oct 2014 - 31 Jan 2015

- 4.3 Qualifying Spend shall include retail and online purchases transacted locally and internationally, EzyPay performed via Maybank Visa/ MasterCard/ American Express Credit/ Charge Card(s) during the Campaign Period based on local transaction time captured in Maybank system. For the avoidance of doubt, EzyPay shall be treated as Qualifying Spend based on the full transaction amount and all overseas transactions in foreign currency shall be converted into Ringgit Malaysia (RM) based on Maybank's prevailing in-house exchange rate.
- 4.4 Qualifying Spend shall exclude, Auto PayBills, monthly installment of EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fees and charges imposed by Maybank.
- 4.5 Split and or repetitive retail transaction of five (5) times and above in a day from the same merchant(s) are disallowed and shall be disqualified.

- 4.6 Qualifying Spend by Supplementary Cardmember(s) under the same Eligible Cardmember's Card account(s) will be included in computation of the Eligible Cardmember's total Qualifying Spend.
- 4.7 Cashback will be credited to the account of Successful Cardmembers' Credit/Charged Cards provided for SMS registration within sixteen (16) weeks after the end of the Campaign and it is non-transferable and/or non-exchangeable.
- 4.8 At the point of crediting, all Maybank Credit/Charge Card account(s) of the Successful Cardmember must not be delinquent, invalid and/or cancelled; otherwise the Eligible Cardmember will be disqualified.
- 4.9 Announcement of Successful Cardmembers will be made on the Maybank's website at [www.maybank.com.my](http://www.maybank.com.my) and American Express Malaysia website at [www.americanexpress.com.my](http://www.americanexpress.com.my) within sixteen (16) weeks after the end of the Campaign.

## 5. General

- 5.1 SMS sent by Eligible Cardmembers to 66628 for registration purpose shall be deemed as consent to participate in the Campaign. By participating in the Campaign, Eligible/ Successful Cardmembers:
- a) agree to be bound by the terms and conditions herein;
  - b) agree that all records of transactions within or outside of Malaysia captured by Maybank's system within the Campaign Period based on local date and time shall be accurate and conclusive;
  - c) agree that Maybank's decision on all matters relating to the Campaign and the final list of Successful Cardmembers shall be final and binding on all Eligible/ Successful Cardmembers. No further appeal or further correspondence will be entertained;
  - d) agree that any reversal of Qualifying Spend shall be excluded;
  - e) consent for Maybank to disclose their particulars to the third party service provider(s)/ authorized supplier(s) including vendors, suppliers, advertising and promotion agencies engaged by Maybank for purpose of contacting them during and after the Campaign.
  - f) authorize Maybank to publish their names, photos taken or other information provided by him/her for current and future advertising and publicity purposes in any advertising or publicity material relating to the Campaign without any compensation.
  - g) agree to access Maybank website at [www.maybank.com.my](http://www.maybank.com.my) or American Express Malaysia website at [www.americanexpress.com.my](http://www.americanexpress.com.my) to view the terms and conditions and to ensure that they keep-up-to-date with any changes or variations to the terms and conditions herein; and
  - h) shall not be entitled to claim for any compensation against Maybank for any and all loss and damage suffered or incurred by his/her participation in the Campaign whether as a direct or indirect result of the act of amendments, termination or suspension of the Campaign.

## 6. Maybank Privacy Notice

- 6.1 By participating in this Campaign, Eligible/ Successful Cardmembers agree and consent to allow his/ her personal data being collected, processed and used by Maybank in accordance with Maybank Privacy Notice, which may be viewed on [www.maybank.com.my](http://www.maybank.com.my) ("Maybank's Privacy Notice.")
- 6.2 In addition and without prejudice to the terms in the Maybank's Privacy Notice, Eligible Cardmembers/ Successful Purchasers agree and consent to his/her personal

data or information being collected, processed and used by Maybank and Maybank Islamic for:

- a) the purposes of the Campaign;
- b) marketing and promotional activities conducted in such manner as Maybank and Maybank Islamic see fit in any media including but not limited to any form of advertising or publicity media and materials such as audio and/or visual recordings published through newspapers, television networks, radio stations or online and digital media and on the Internet, without further express consent from the Eligible/ Successful Cardmembers. Marketing and promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interviews material as well responses and related photographs. In this regard, each Eligible/ Successful Cardmember agrees to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of Maybank and Maybank Islamic in relation to the Campaign; and

7. Maybank reserves the right to:

- 7.1 disqualify any non-eligible Cardmembers at its sole and absolute discretion from participating in the Campaign; including but not limited to Cardmembers with payment due for thirty (30) days or more, whose accounts are suspected to have been operated fraudulently and/or closed by Maybank;
- 7.2 forfeit the Cashback in the event there is reversal of Qualifying Spend or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein; and
- 7.3 add, delete or amend the terms and conditions herein, wholly or in part, or to terminate the Campaign at its absolute discretion, by way of posting on [www.maybank.com.my](http://www.maybank.com.my) and [www.americanexpress.com.my](http://www.americanexpress.com.my), or in other methods which Maybank deems practical, by giving twenty one (21) days prior notice to Cardmembers on such addition, deletion or amendment of the terms and conditions or termination of the Campaign.

8. Maybank shall not be liable and responsible for:

- 8.1 any failure or delay in transmission of sales transactions by Visa International Incorporated, MasterCard Worldwide, American Express, merchant establishments or any party which may result in the Cardmember being omitted from the Campaign; and
- 8.2 any default of its obligation under the Campaign due to any force majeure event which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, or any event beyond the reasonable control of Maybank;
- 8.3 any deficiency or inadequacy of product and/or service rendered by any third party or for any loss whatsoever of any nature in the course of availing the Cashback.

9. The terms and conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Cardmembers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

10. In addition to the terms stipulated above, Cardmembers agree that the general terms and conditions in the Cardmembers' Agreement shall be read together with these terms and conditions as an entire agreement.