

Terms and Conditions – The Great Maybank Sale Campaign!

1. Malayan Banking Berhad's (3813-K) ("Maybank") "The Great Maybank Sale Campaign" ("Campaign") commences on 19 June 2014 at 12:00AM MYT until 30 September 2014 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. SALE Items

3.1 The SALE Items, Model, Item Code, Sale Price and Available Units are as follows:

SALE Item	Item Code for SMS Registration	SALE Price	Available Units
Buffalo Smart Cooker (Model: KW58) <ul style="list-style-type: none">• It has a wide range of automated cooking functions (to cook white rice, brown rice, porridge and soup; to bake cake, to steam & stew, keep warm, reheat, etc.)• Capacity: 10 cups of rice/ 1.8L• 34(H) x 26(L) x 28(W) cm	A1	RM8 nett (NP:RM978)	100 units

SALE Item	Item Code for SMS Registration	SALE Price	Available Units
<p>Samsonite Asphere Spinner 55/20 (Model: 72R*50001, Purple)</p> <ul style="list-style-type: none"> • Accent colour interior • 2 side zipped pockets • New EXP zip (hidden) • Neoprene with form carry handle to give comfort • Mesh pocket divider • Cross strap • 36(L) x 55(H) x 24(W) cm 	A2	RM8 nett (NP: RM 790)	100 units
<p>Smart Tag with preloaded Touch n' Go Card of RM700</p>	A3	RM8 nett (NP: RM820)	100 units
<p>Samsung 40" Full HD SMART TV (Model: UA40H5500ARXXM)</p> <ul style="list-style-type: none"> • Full HD 1920 * 1080 • Quad Core; Slim LED • Clear Motion Rate 100 • Skype; Web Browser • 3 HDMI • WiFi Built In • USB 2.0 Movie • 1100(W) x 600(H) x 120(D) mm 	B1	RM188 nett (NP: 2,299)	50 units
<p>COMBO DEAL: Samsung GALAXY Grand 2 & GALAXY TAB 4 7.0"</p> <p>Samsung GALAXY Grand 2</p> <ul style="list-style-type: none"> • 5.25" TFT LCD Display • Android 4.3 (Jelly Bean) • 1.2 GHz Quad-Code Processor • 8MP Camera with LED flash • 8GB Internal Memory + 1.5GB RAM • 146.8(H) x 75.3(W) x 8.95(D) mm <p>GALAXY TAB 4 7.0"</p> <ul style="list-style-type: none"> • 7.0" TFT LCD Screen • 1280 x 800 (WXGA) • 1.2 GHz Quad-Code Processor • Bundle with Samsung 16GB microSD Card • 186.9(H) x 107.9(W) x 9(D) mm 	B2	RM188 nett (NP: RM2,198)	100 sets

3.2 Normal Price (“NP”) herein refers to the price quoted by Maybank’s merchants/ suppliers of the respective SALE Item(s) under this Campaign if the SALE Items were to be purchased directly from the said Maybank merchants/ suppliers at the point of commencement of the Campaign. Maybank is not responsible for nor does Maybank have any control whatsoever on the Normal Price quoted by Maybank’s merchants/ suppliers. Further Maybank does not warrant or represent that:

- a) the Normal Price stated herein will remain constant and will not fluctuate throughout the Campaign Period; or
- b) the Normal Price stated herein represents the retail price for the SALE Item(s) amongst different merchants/ suppliers/ retail outlets.

3.3 The SALE Price and quantity allocated for each SALE Item in the Campaign is final and conclusive. Request(s) by Eligible Cardmember(s) to amend the SALE Price and quantity allocated will not be entertained.

3.4 In the event the Maybank merchant(s)/ supplier(s) is unable to supply the same model as described herein Maybank due to reasons which include, but not limited to manufacturer(s) recall or damage/lost/stolen during storage and delivery, Maybank reserves the right to substitute the SALE Item(s) with another product(s) of like or similar value at its absolute and sole discretion, with twenty one (21) days prior notice by way of posting on the websites: www.maybank.com.my and www.americanexpress.com.my, or any other methods as it deems fit.

4. SMS Registration

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

- a) Type **SALE**<space>**12-digit NRIC Number**<space>**Item Code** and send to **66628** (E.g. SALE 810721106658 A1)
- b) For non-Malaysian Eligible Cardmembers, type **SALE**<space>**Passport Number**<space>**Item Code** and send to **66628** (E.g. SALE B123456 A1)

4.2 Eligible Cardmember with multiple Maybank Credit and/or Charge Cards is only required to register once per SALE Item.

4.3 For avoidance of doubt:

- a) Each Eligible Cardmember may register for all five (5) different types of SALE Items as featured in 3.1, subject to one (1) SALE Item per SMS registration.
- b) Repeated SMS registration for the same SALE Item from the same Eligible Cardmember will be declined regardless of different Mobile Number the Eligible Cardmembers use to register for the SALE Item(s).

4.4 Below is the illustrations of registration via SMS:

- a) Step to SMS Register to purchase **one (1)** SALE Item:



- b) Step to SMS Register to purchase **more than one (1)** type of the SALE Items.
First SALE Item:



Second SALE Item:



- a) For Non-Malaysian Eligible Cardmembers:
Step to SMS Register to purchase **one (1)** SALE Item:



- 4.5 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.
- 4.6 Cancellation and/ or change of SMS Registered will not be accepted after the SMS Registered has been send to 66628.
- 4.7 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.
- 4.8 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 deemed as notification that the Eligible Cardmember has been confirmed as the Successful Purchaser.
- 4.9 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.
- 4.10 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.

4.11 SMS service is provided and supported by the service provider appointed by Maybank, i.e. Macro Kiosk Berhad.

5. Qualifying Entries

5.1 Upon successful SMS registration, Eligible Cardmembers need to meet the “Qualifying Spend” in order to earn “Qualifying Entries” and stand to purchase the selected SALE Item(s) per below:

SALE Item(s) Category	Qualifying Entry
RM8 SALE Item (A1, A2, A3)	1X Qualifying Entry for every RM100 cumulative retail spend
RM188 SALE Item (B1, B2)	1X Qualifying Entry for every RM500 cumulative retail spend
	10X Qualifying Entries for every RM500 cumulative EzyPay transaction or overseas spend
BONUS Qualifying Entries	100X EXTRA Qualifying Entries every month for each of the selected SALE Item with minimum RM1,000 cumulative retail spend per month

For avoidance of doubt, Qualifying Spend from 19 June to 30 June 2014 will be included in computation of total Qualifying Spend for the month of July 2014 in tabulation of Bonus Qualifying Entries.

5.2 Qualifying Spend shall include retail and online purchases transacted locally and internationally, Auto PayBills, EzyPay performed via Maybank Visa/ MasterCard/ American Express Credit/ Charge Card(s) during the Campaign Period based on local transaction time. EzyPay shall be treated as Qualifying Spend based on the full transaction amount. For the avoidance of doubt, all overseas transactions in foreign currency shall be converted into Ringgit Malaysia (RM) based on Maybank’s prevailing in-house exchange rate.

5.3 Qualifying Spend shall exclude, monthly installment of EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fees and charges imposed by Maybank.

5.4 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.

5.5 Computation of the total Qualifying Spend will be based on all valid Card(s) issued under the same Eligible Cardmember throughout the Campaign Period per illustration below, as long as the Eligible Cardmember is successfully registered via SMS in accordance to the terms and conditions herein.

Example	Date of Successful Registration	Computation of Qualifying Spend
Registered Cardmember A	19 Jun 14	19 Jun 14 - 30 Sep 14
Registered Cardmember B	01 Jul 14	19 Jun 14 - 30 Sep 14
Registered Cardmember B	30 Sep 14	19 Jun 14 - 30 Sep 14

5.6 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.

6. Selection of Successful Purchasers

- 6.1 Based on the Qualifying Entries allocated, Eligible Cardmembers will be shortlisted by Maybank's randomizer programme and confirmed as "Successful Purchasers" of the respective SALE Items.
- 6.2 At the point of shortlisting, all Maybank Credit/Charge Card(s) account of the Eligible Cardmember must not be delinquent, invalid and/or cancelled; otherwise the Eligible Cardmember will be disqualified.
- 6.3 Each Successful Purchaser is entitled to purchase one (1) unit per SALE Item.
- 6.4 All Successful Purchasers will be notified either in writing or by phone eight (8) to twelve (12) weeks after the end of the Campaign Period. Announcement of Successful Purchases will also be made on the Maybank's website at www.maybank.com.my and American Express Malaysia website at www.americanexpress.com.my.

7. Fulfillment of SALE Items

- 7.1 SALE Item(s) purchased by the Successful Purchaser will be debited to his/ her Maybank Credit/ Charge Card.
- 7.2 Availability of SALE Item(s) is subject to Clause 3.4.
- 7.3 SALE Item(s) are purchased on an "As Is" basis, which is non-transferable and non-exchangeable for cash or other kinds.
- 7.4 All SALE Item(s) are provided by authorized supplier and the supplier may be unable to supply the same model as described herein to Maybank due to reasons which include, but not limited to manufacturer(s) recall or damage/ lost/ stolen during storage and delivery. Maybank reserves the right to substitute the SALE Item(s) with another product(s) of like or similar value, with twenty-one (21) days prior notice by way of posting on the websites: www.maybank.com.my and www.americanexpress.com.my, or any other methods as it deems fit.
- 7.5 Any dispute in relation to quality or warranty of the SALE Item(s) or any terms and conditions in respect thereof shall be settled directly by the Successful Purchaser with the Maybank merchant(s)/ supplier(s) without recourse to Maybank. Maybank is not responsible or liable for any breach of quality or warranty of the SALE Item(s) or any terms and conditions in respect thereof.
- 7.6 All SALE Item(s) purchased by the Successful Purchaser(s) will be delivered via courier at the Billing Addresses recorded in Maybank system or any other methods of delivery fulfillment chosen by Maybank at its absolute and sole discretion within twelve (12) to sixteen (16) weeks after the end of the Campaign Period.
- 7.7 No delivery will be made to P.O. Box address and address outside Malaysia.

8. General

8.1 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 Cardmembers/ Successful Purchases:

- 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 SALE Items and the final list of Successful Purchasers shall be final and binding on all 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 attend the prize giving ceremony, interview(s) or other publicity event(s) required by Maybank at their own expenses at the time and venue stipulated by Maybank relation to the Campaign;
- h) agree to access Maybank website at www.maybank.com.my or American Express Malaysia website at 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
- i) 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.

9. Maybank Privacy Notice

9.1 By participating in this Campaign, Eligible Cardmembers/ Successful Purchasers 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 ("Maybank's Privacy Notice.")

9.2 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 Cardmembers/ Successful Purchasers. 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 Cardmember/ Successful Purchaser 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

10. Maybank reserves the right to:

10.1 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;

10.2 forfeit the SALE Item(s) 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;

10.3 forfeit the SALE Item(s) in the event of insufficient available credit limit in the Successful Purchaser's Maybank Credit/Charge Card account for the purpose of SALE Price debiting; and

10.4 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 and 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.

11. Maybank shall not be liable and responsible for:

11.1 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

11.2 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.

12. 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.

13. 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.