



## Terms & Conditions - “American Express 3X Points For Overseas Spend”

### 1. PROMOTION PERIOD

- 1.1 Malayan Banking Berhad (3813-K) “**American Express 3X Points For Overseas Spend**” Promotion (“this Promotion”) shall run from **1<sup>st</sup> August – 31<sup>st</sup> October 2010** (both dates inclusive) (“Promotion Period”)

### 2. DEFINITIONS & INTERPRETATION

- 2.1 In these Terms and Conditions, unless the context otherwise requires, the following words and phrases shall have the respective meanings assigned to them as follows:
- a) “**Principal Cardmember**” means a person in whose name the card account is issued and maintained or is the main cardholder of the card account.
  - b) “**Supplementary Cardmember**” means any additional cardholder or person who is given the card as requested / approved by the Principal Cardmember according to the guarantee for payment by the Principal Cardmember. The Principal and Supplementary Cardmembers may use the joint card account of the principal cardholder, where card transactions of the Supplementary Cardmembers are chargeable to the card account of the Principal Cardmember.
  - c) “**Bonus Points**” means the additional one (1) point on top of existing American Express Charge or Credit Card’s two (2) base points which are currently enjoyed by the cardmember and are awarded to Eligible Cardmember(s) with qualified transactions, participating in the Promotion.
  - d) “**Card Agreement**” means the credit and charge cards agreement via contract between the card(s) issuer and the cardmember(s) upon signing of the said credit or/and charge cards. The card agreement govern the terms, conditions, fees, rates and penalties of the credit card for the cardmember(s).
  - e) “**Overseas Spend**” means to charge or spend transactions on all retail, services and purchases made out of the country (not in Malaysia) by the Eligible Cardmember(s); but excludes internet payments for overseas transactions, 0% installment plans, balance transfers, cash advance, standing instructions/auto-billing, finance fee and annual fee payment.
  - f) “**Qualifying /Qualified Transactions**” means the type of transactions made under the context of Overseas Spend for the Promotion and are transacted after the Eligible Cardmember(s)’ successful registration via sms and within the Promotion Period.

- 2.2 Headings in these Terms and Conditions are for reference only and shall not affect the construction of any provision.
- 2.3 Words importing the singular shall also include the plural and vice versa where the context so requires. References to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or agency thereof.
- 2.4 In these Terms and Conditions, unless the context otherwise requires, references to “day” or “days” shall mean a twenty-four (24) hour period as in a calendar day. Reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in Malaysia. References to Clauses and Appendices are references to the Clauses of, and the Appendices to, these Terms and Conditions. References to any statute shall be construed as references to that statute as from time to time amended or re-enacted.

### **3. ELIGIBILITY**

- 3.1 Cardmembers who are:
- i. Principal Cardmember(s) and Supplementary Cardmember(s) of American Express Charge or Credit Card(s) issued by Maybank or Maybank Islamic;
  - or
  - ii. Persons who apply for a principal American Express Charge or Credit Card(s) and with approved card(s) during the Promotion Period;

are eligible to participate in this Promotion (“Eligible Cardmember”).

- 3.2 The following persons are NOT eligible to participate:
- i. American Express Charge or Credit Card(s) not issued by Maybank or Maybank Islamic in Malaysia;
  - ii. American Express Cardmember(s) who is (are) in default of facilities granted by Maybank at anytime during the Promotion Period, subject to Maybank’s discretion;
  - iii. American Express Corporate Card Cardmember(s);
  - iv. Singapore Airline KrisFlyers American Express Gold Charge and Credit Cardmember(s).

### **4. THE PROMOTION - 3X Points For Overseas Spend**

- 4.1 To qualify for this promotion, Eligible Cardmember(s) is required:

#### **a) SMS Registration**

i. Send a short message service (“SMS”) text to Maybank stating their American Express Charge or Credit Card number during the Promotion Period in the following manner:

**Type “3X<space>15-digit American Express card number” and send to 62628”**

ii. Eligible Cardmember(s) who receive a SMS confirmation from Maybank is entitled to participate in this promotion subject to the accuracy of the card number provided. Standard SMS cost of RM0.30 for each SMS shall be borne by the Eligible Cardmember(s)

iii. Supplementary Cardmember(s) do not need to register as all Overseas Spend will be aggregated to the Principal Card.

iv. However, Supplementary Cardmember(s) that have separate statement from Principal will need to register and who receive an SMS confirmation from Maybank is entitled to participate in

this Promotion ("Participant") subject to the accuracy of the card number provided. Standard SMS cost of RM0.30 for each SMS shall be borne by the Participant.

v. Eligible Cardmember(s) only need to register once during the promotion period.

vi. The Bonus Points will be awarded for "Overseas Spend" made after successful registration via SMS confirmation; The Bonus Points will be awarded for "Overseas Spend" 4 weeks after the promotion.

vii. Each month during the promotion period is hereby known as ("Tracking Month") will be as follows:-

- Month 1: From 1 – 31 August 2010 (both dates are inclusive)
- Month 2: From 1 – 30 September 2010 (both dates are inclusive)
- Month 3: From 1 – 31 October 2010 (both dates are inclusive)

viii. The Tracking Month Qualifying Transactions will be tracked from the date of confirmed SMS registration and subsequently from every 1st of the month till end of each calendar month during campaign period based on the posting date.

## **b) Spending Requirement**

- i. Each Eligible Cardmember stands to get 3X Points upon fulfilling the qualifying conditions in clause 5 of these Terms & Conditions (The Promotion) within the Promotion Period.

### **5. Qualifying Transactions and or terms for this Promotion are:**

5.1 Either the Eligible Cardmember and/or his/her Supplementary Cardmember must use their American Express Cards (whether independently or collectively) for any amount of overseas spend (whether made in a single or accumulated receipt(s)/sales draft(s)) during the Promotion Period.

5.2 There is no minimum spend requirement for this Promotion.

5.3 "Eligible Spend" for this Promotion are those:

(a) "Overseas Spend" charged to the Eligible Cardholder's and/or his/her supplementary cardholder(s) American Express Cards and

(b) Made within the Promotion Period;

(c) Which excludes Internet payment for overseas transactions, 0% installment plans, balance transfers, cash advance, standing instructions/ autobilling, finance fee and credit card annual fee payment; and

(d) Overseas Spend is calculated based on total consolidated (all primary and supplementary(ies)) customer spending for the American Express Charge or Credit Card held by the Eligible Cardmember; ie for Eligible Cardmember who have multiple American Express Charge or Credit Card, the eligible spending on the respective American Express Charge or Credit Card by the primary and supplementary Eligible Cardmember(s) will also be consolidated and will not be viewed individually.

(e) At the time of Eligible Spend or receipt of the 3X Points by the Eligible Cardmember for this Programme, the primary card account(s) of the Eligible Cardmember MUST NOT be delinquent, and/or that his/her American Express Charge or Credit Card MUST NOT be invalid or cancelled, otherwise they will be disqualified from participating in this Promotion or receiving the Bonus Points.

## 6. The following Terms and Conditions shall apply to the 3x Overseas Spend Points Promotion

6.1 The 3x Bonus Points are not exchangeable for cash;

6.2 The awarding of points will be a total of 3X points for "Overseas Spend" with inclusion of the existing 2X base points that is currently entitled by the Eligible Cardmember(s) as stated in table below. The total 3X points in this case on the Overseas Spend, will be reflected as Bonus Points of an additional 1X points for the "Overseas Spend" and will be credited to the Eligible Cardmember(s) as per schedule intended per below :

Card Type	Base Points	Bonus Points
The Platinum Card	2X	1X
American Express Platinum Credit Card	2X	1X
Maybank Islamic Ikhwan American Express Platinum Credit Card	2X	1X
American Express Gold Charge Card	2X	1X
American Express Gold Credit Card	2X	1X
Maybank Islamic Ikhwan American Express Gold Credit Card	2X	1X
Maybankard American Express Gold Credit Card	2X	1X
American Express Personal Card	2X	1X
Maybankard American Express Classic Credit Card	2X	1X

6.3 All 3X Points for Eligible Spend of the Eligible Cardmember (i.e. primary and supplementary(ies) card(s)) in this Promotion will be credited into the respective primary Eligible Cardmember(s)' American Express Charge or Credit Card account based on the following:

- a) All 1X Points for Eligible Spend of the Eligible Cardmember (i.e. primary and supplementary(ies) card(s)) in this Promotion will be credited into the respective Eligible Cardmember(s)' American Express Charge or Credit Card account within 4 weeks after the promotion.
- b) Only the Principal/Eligible Cardmember is entitled to receive the 3X Points for this Promotion. The Principal/Eligible Cardmember who is entitled to receive the 3x Points will receive notification of the same through his/her respective Participating Card(s) monthly bill statement in the month after the crediting of the Bonus Points as per clause 2 (iii)(d) above into the Eligible Cardmember's Participating Card(s) account;
- c) The Bonus Points will be credited into the SMS registered card account used. Maybank will not entertain any request from any Eligible Cardmember(s) to credit the related Bonus Points to any other American Express Charge or Credit Card account.
- d) The 3X Points must be redeemed only by the primary Eligible Cardholder.
- e) Maybank shall not be held liable for any mishaps, injuries or accidents that may occur in the redemption or the usage of the item(s) redeemed with the 3x Reward Points for this Promotion. In no circumstances will Maybank be liable for any consequential, indirect, economic, special or punitive losses;

- f) To the fullest extent permitted by law, Maybank expressly excludes and disclaims, any representations, warranties or endorsements, express or implied, written or oral, including but not limited to, any warranty of quality, merchantability or fitness for a particular purpose in respect of the 3x Points;
- g) Maybank reserves the right, at its absolute discretion, in the allocation of the 3X Points to the Eligible Cardholders and no request by the Eligible Cardmember(s) or any other party for the exchange or substitution of the 3X points with another prize for this Promotion will be entertained.
- h) The 3X Points will be credited into the Primary Eligible Cardmember(s)' American Express Charge or Credit Card that was used in the Eligible Spend for this Promotion only. Malayan Banking Berhad will not entertain any request from any Eligible Cardholders or any other person to credit the Reward Points to the Eligible Cardholder's other or any third party's Card account.

## **GENERAL TERMS & CONDITIONS**

1. By participating in this Promotion, the Eligible Cardmember(s) hereby expressly agree to be bounded by the official rules and regulations stated herein. Maybank's decision on all matters relating to this promotion, including but not limited to the eligibility of participation or spend for this Promotion, and in the event of any dispute, is final and binding on all Eligible Cardmember(s) of this Promotion and no further correspondence will be entertained.
2. All Qualifying Transactions recorded by Maybank shall be final and conclusive.
3. Maybank reserves the right to cancel, terminate or suspend the Promotion by giving 21 days prior written notice. Maybank shall not be liable for any and all loss or damage suffered or incurred by the Eligible Cardmember(s) as a direct or indirect result of act of cancellation, termination or suspension.
4. Maybank shall not be liable for any event arising from any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, technical or system failure or any event that is beyond the reasonable control of Maybank.
5. The Terms and Conditions herein are in additional to and without prejudice to the Terms and Conditions stated in the Card Agreement. In the event of the conflict between Terms and Conditions herein and the Terms and Conditions in the Card Agreement, the Bank, may at its absolute discretion decision as to which Terms and Conditions should be prevail will be conclusive.
6. Maybank reserves the right at it absolute and sole discretion to vary, delete, amend or modify any of these Terms and Conditions by giving 21 days prior written notice. These Terms and Conditions may be modified, amended or varied by Maybank by posting the same on the Website – [www.americanexpress.com.my](http://www.americanexpress.com.my) and/or [www.maybank2u.com](http://www.maybank2u.com) or by any other mode that Maybank deem fit. By participating in the promotion, the Eligible Cardmember(s) are deemed to have accepted the Terms and Conditions.
7. Maybank reserves the absolute right to terminate the Promotion without assigning any reason whatsoever.
8. Maybank reserves the right to publish or display the name, picture, identification number and city of residence of the Eligible Cardmember(s) for this Promotion for Maybank's advertising and publicity purposes in any media, if any. All Eligible Cardmember(s) hereby agree to fully indemnify Maybank for any damages or losses arising from any cause of action brought by any person or entity resulting from the display or publication of the said name, picture, identification number and city of residence of the Eligible Cardmember.

9. Eligible Cardholders under this Promotion shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Promotion.
10. The rights and obligations of the parties herein shall not be assigned unless with the prior written consent of Maybank.
11. The validity, construction and performance of these Terms and Conditions shall be governed and construed in accordance with the laws of Malaysia. The parties hereby agree to submit to the exclusive jurisdiction of the Malaysian courts.
12. These Terms and Conditions shall prevail over any provisions or representations contained in any promotional materials whatsoever (including printed leaflets) advertising the Promotion.