

Terms and Conditions - American Express LHDN Payment Campaign

1. The “American Express LHDN Payment Campaign” (“Campaign”) shall commence on 1 April 2018 at 12:00AM MYT until 31 July 2018 at 11:59PM MYT (both dates inclusive) unless notified otherwise (“Campaign Period”).

2. Eligibility

2.1 All new and existing Principal Cardmembers of Maybank American Express® Credit/ Charge Card(s) (“Maybank American Express Cards”) issued by Malayan Banking Berhad (Co. No. 3813-K) (“Maybank”); and explicitly excluding Cardmembers exclusively holding cards issued by Maybank Islamic Berhad including the Maybank Islamic Ikhwan American Express Platinum Card-i or the Maybank Islamic Ikhwan American Express Gold Card-I; and who are not disqualified under clause 2.3 are eligible to participate in the Campaign upon successful registration via SMS (“Eligible Cardmembers”).

2.2 The Campaign is only applicable for online tax payments made with Maybank American Express Cards via the LHDN e-commerce site at <https://byrhasil.hasil.gov.my/creditcard/>

2.3 The following persons are not eligible to participate in the Campaign:

- a) Cardmembers whose Maybank American Express Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or of the Cardmember Agreement during the Campaign Period;
- b) Cardmembers of Maybank American Express Cards who are or otherwise have been in the past in default of any facility granted by Maybank at any time;
- c) Cardmembers who solely hold Maybank Visa or MasterCard Cards without simultaneously holding one or more Maybank American Express Cards; or
- d) Permanent and contract employees of the Cards Marketing and Regional Cards Marketing Departments of Maybank.

3. Prize

Prize	No. of Winners
RM500 Cash Back (“Cash Back”)	200

3.1 There will be 200 winners in total, with selection thereof being made by a randomiser program.

3.2 Each Cardmember is entitled to win a Cash Back prize only once throughout the Campaign Period.

4. SMS Registration

4.1 Registration is on a one-time basis must be made by the Principal Cardmember using their mobile telephone to send a text message within the Campaign Period.

- a) Type **AMEX**<space> **12-digit NRIC Number** and send to **66628** (E.g. AMEX 810121086011)
- b) For Non-Malaysian Cardmembers, type **AMEX**<space> **Passport Number recorded in Maybank system** and send to **66628** (E.g. AMEX B1234567)

4.2 Eligible Cardmembers shall be responsible for any standard SMS charges levied by their respective telephone company (“Telco”), being a company providing mobile telecommunications, telephony, and data communications services and access, for each registration SMS sent to the number 66628 during the Campaign.

4.3 Any cancellation of registration or change of details will not be accepted after the registration SMS has been successfully sent to 66628.

4.4 Eligible Cardmembers are responsible for ensuring that the details in the registration SMS sent to 66628 are complete, accurate, and sent within the Campaign Period;

failing which, the registration SMS will not be processed and deemed invalid or otherwise unsuccessful.

- 4.5 Proof of an SMS sent to 66628 by Eligible Cardmembers shall not be deemed as successful SMS registration unless the Eligible Cardmember receives a confirmation SMS from 66628; with such confirmation SMS will be sent to the same mobile phone number used for registration subject to the SMS traffic on 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 a Winner of any Prize whatsoever.
- 4.6 Maybank reserves the absolute right to disqualify at its discretion any registration SMS sent to 66628 due to any reason including but not limited to duplicate registration, invalid NRIC number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period, or without assigning any reason therefore and shall not be liable for such disqualification or any loss or damage resulting thereof.
- 4.7 Maybank is not responsible for nor does Maybank have any control whatsoever over any SMS traffic, network failure, and/or interruptions on the part of the respective Telco, Maybank's SMS vendors, or for any other reason whatsoever during the process of the registration SMS being sent to 66628 or the confirmation SMS being sent from 66628 to Eligible Cardmembers which may result in the delay of SMS registration during the Campaign Period.
- 4.8 SMS service is provided and supported by the Telco appointed by Maybank, namely Macro Kiosk Berhad.

5. Qualifying Entries

- 5.1 Upon successful SMS registration, Eligible Cardmembers are entitled a chance to win RM500 Cash Back subject to their Qualifying Entries.
- 5.2 One Qualifying Entry is recorded for every online tax payment made with a Maybank American Express Card via the LHDN e-commerce site at <https://byrhasil.hasil.gov.my/creditcard/>
- 5.3 Total Qualifying Entries will be computed at the customer level based on the total number of online tax payments made via the LHDN e-commerce site using all valid Maybank American Express Card(s) issued to the same Principal Cardmember.
- 5.4 Qualifying Entries shall exclude tax payments made via channels other than the LHDN e-commerce site; and shall also exclude payments made via or in service of monthly instalment of 0% EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fees and charges imposed by Maybank.
- 5.5 Computation of the total Qualifying Entries will be based on the total number of online tax payments made via the LHDN e-commerce site using all valid Maybank American Express Card(s) throughout the Campaign Period so long as the Principal Cardmember is successfully registered via SMS during the Campaign Period.

Example	Date of Successful Registration	Computation of Total Qualifying Entries
Registered Cardmember A	5 April 2018	1 April - 31 July 2018
Registered Cardmember B	15 May 2018	1 April - 31 July 2018
Registered Cardmember C	31 July 2018	1 April - 31 July 2018

- 5.6 Qualifying Entries by supplementary Cardmember(s) will be included in the computation of the principal Cardmember's Total Qualifying Entries.

6. Administration Fee

- 6.1 Payment is subject to 0.8% administrative charge on the tax payment amount.
- 6.2 An administrative charge for 0% EzyPay Instalment of up to 12 months is chargeable in accordance to the chosen tenure per the rates stipulated herein.

Tenure	Minimum Amount	Maximum Amount	Administration Fee
6 months	RM1,000	RM500,000	1.25%
12 months			2.05%

- 6.3 Administration Fees shall be borne by the Cardmembers.

7. Selection of Winners & Prize Fulfilment

- 7.1 Based on the Qualifying Entries allocated, Eligible Cardmembers will be shortlisted by Maybank's randomiser programme to be deemed as winners.
- 7.2 At the point of shortlisting, all Maybank American Express Card accounts of the Eligible Cardmember must not be delinquent, invalid, and/or cancelled; failing which the Eligible Cardmember will be disqualified.
- 7.3 The announcement of winners will be made on the Maybank website at www.maybank.com.my within sixteen (16) weeks from the end of the Campaign RM500 will be credited in the Winners' Principal Maybank American Express Card accounts within four (4) weeks after the announcement of Winners and shall be reflected on credit card statements that follow the date of Cash Back crediting.

- 7.4 The Cash Back prize is non-transferable and non-exchangeable.

8. General

- 8.1 SMS sent by Eligible Cardmembers to 66628 for registration purposes shall be deemed as consent to participate in the Campaign. By participating in the Campaign, Eligible Cardmembers/Winners:
- agree to be bound by the terms and conditions herein;
 - agree that all records of transactions captured by Maybank's system within the Campaign Period based on the local date and time shall be accurate and conclusive proof of those transactions;
 - agree that Maybank's decisions on all matters relating to the Campaign shall be final and binding on all Eligible Cardmembers; and that no further appeal or further correspondence will be entertained;
 - agree that any reversal of Online Tax Payment shall be excluded from counting to Qualifying Entries;
 - consent for Maybank to disclose their personal data and account particulars to third party Telcos and authorised suppliers including vendors, suppliers, and advertising and promotion agencies engaged by Maybank for the purposes of contacting them during and after the Campaign;
 - authorise Maybank to publish their names, photographs, or other information provided by Eligible Cardmembers for current and future advertising and publicity purposes in any advertising or publicity material relating to the Campaign without any compensation being owe;
 - agree to attend the prize giving ceremony, interviews, or other publicity events required by Maybank at their own expense at the time and venue as may be stipulated by Maybank;
 - agree to access the Maybank website at www.maybank.com.my to view the terms and conditions and are deemed to have agreed with any changes or variations of the terms and conditions herein, or to otherwise seek clarification from Maybank should any of the terms and conditions be not fully understood; and
 - shall not be entitled to claim any compensation against Maybank for any and all loss or damage suffered or incurred by their participation in the Campaign whether as a direct or indirect result of amendments to, termination, or suspension of the Campaign.

9. Maybank Privacy Notice

- 9.1 By participating in this Campaign, Eligible Cardmembers/Winners agree and consent to allow their personal data to be collected, processed, and used by Maybank in accordance with the Maybank Privacy Notice, which may be viewed on www.maybank.com.my.
- 9.2 In addition and without prejudice to the terms in the Maybank's Privacy Notice, Eligible Cardmembers/Winners agree and consent to their personal data or information being collected, processed and used by Maybank for:
- a) the purposes of the Campaign; and
 - b) marketing and promotional activities conducted in such manner as Maybank deems 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 on the Internet or elsewhere, without further express consent from the Eligible Cardmembers. Marketing and promotional activities include, without limitation, the use and publication of any details provided in or in connection to the entries, interview materials, as well responses and related photographs. In this regard, each Eligible Cardmember agrees to co-operate and participate without further express consent, payment, or consideration in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.
10. Maybank reserves the right to:
- 10.1 disqualify any non-eligible Cardmembers at its sole discretion from participating in the Campaign; including but not limited to Cardmembers with payment due for thirty (30) days or more, or whose accounts are suspected to have been operated fraudulently and/or closed by Maybank;
 - 10.2 forfeit the Cash Back in the event there is reversal of Qualified Entries or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein; and
 - 10.3 withdraw, cancel, suspend, extend, or terminate the Campaign earlier in whole or in part; or to vary, supplement, add, delete, modify, or amend the terms and conditions herein, wholly or in part at its sole discretion, by way of posting on www.maybank.com.my, or by 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 or responsible for:
- 11.1 any failure or delay in transmission of sales transactions by American Express, merchant establishments, or any other party which may result in the Cardmember being omitted from the Campaign; and
 - 11.2 any default of its obligations under the Campaign due to any force majeure event including but not limited to acts 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, Eligible Cardmembers agree that the general terms and conditions in the Cardmembers' Agreement shall be read together with these terms and conditions as a single agreement.