



## **Terms and Conditions – Mid-Year Sale Campaign**

1. The “**Mid-Year Sale Campaign**” (“Campaign”) shall commence on 15 May 2017 at 12:00AM MYT until 16 September 2017 at 11:59PM MYT (both dates inclusive) unless notify otherwise (“Campaign Period”).

### **2. Eligibility**

2.1 The Campaign is open to all new and existing Principal Cardmembers of Visa/ Mastercard/ American Express Credit/ Charge Cards (“Maybank Cards”) issued by Malayan Banking Berhad (Co. No. 3813-K) or Maybank Islamic Berhad (Co. No. 787435-M) (collectively referred to as “Maybank”) who had successfully registered for the Campaign via short messages service (“SMS”) (“Eligible Cardmembers”).

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

- a) Cardmembers whose Maybank Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardmember Agreement during the Campaign Period;
- b) Cardmembers of Maybank Cards who are in default of any facility granted by Maybank at any time;
- c) Cardmembers of Maybank Commercial/ Corporate/ Prepaid Cards; or
- d) Permanent and contract employees of Cards Marketing Department of Maybank Malaysia and Regional Cards Marketing Department

2.3 For the avoidance of doubt, permanent and contract employees of Maybank (non-Cards Marketing Department of Maybank Malaysia and non-Regional Cards Marketing Department) and/ or vendors, suppliers, advertising and promotion agencies for this Campaign are eligible to participate in this Campaign and stand to win the Monthly Bonus & Consolation Prizes only (not eligible to the Monthly Grand Prize).

### **3. SMS Registration**

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

- a) For Malaysian: Type **SALE** <space> **12-digit NRIC Number without spacing** and send to **66628** (E.g. **SALE** 900826145411)
- b) For non-Malaysian: type **SALE** <space> **Passport Number recorded in Maybank’s system** and send to **66628** (E.g. **SALE** B12346).

3.2 Principal Cardmember with multiple Maybank Cards is required to only register once within the Campaign Period to participate in the Campaign.

3.3 Principal Cardmember 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 Principal Cardmember is 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 is deemed invalid or unsuccessful.
- 3.5 Cancellation and/or change of SMS Registration will not be accepted after the SMS Registration has been sent to 66628.
- 3.6 Proof of SMS sent to 66628 by Principal Cardmember shall not be deemed as successful SMS registration unless the Principal Cardmember receives 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 deem as notification that the Principal Cardmember has been confirmed as the winner.
- 3.7 Maybank reserves the right to disqualify any SMS registration sent to 66628 due to reason(s) including, but not limited to duplicate registrations, invalid NRIC/Passport Number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period or without assigning any reason and shall not be liable for such disqualification.
- 3.8 Maybank is not responsible nor does Maybank has any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective Telco or Maybank's SMS service provider or for any other reason(s) whatsoever during the process of SMS registration sent to 66628 or SMS confirmation sent from 66628 to Principal 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. Marco Kiosk Berhad.

#### 4. Qualifying Entries

##### 4.1 Eligible Cardmembers

Upon successful SMS registration, Eligible Cardmembers need to meet the "Qualified Spend" in order to earn "Qualifying Entries" and stand to win the Prizes stated in Clause 5:

Monthly Prize Category	No. of Monthly Winners	Qualifying Entry
Grand Prize : 60% Cash Back	6 winners	<ul style="list-style-type: none"><li>20x Qualifying Entries for every cumulative RM600 spend at overseas, online and/ or 0% EzyPay spend in each Campaign Month.</li><li>1x Qualifying Entry for every cumulative RM60 spend at other retail in each Campaign Month.</li></ul>
Bonus Prize : RM600 LAZADA Vouchers	6 winners	
Consolation Prize : RM160 LAZADA Vouchers	60 winners	



4.2 Campaign Month is defined as follows:

Campaign Month	Duration
1	15 May - 14 June 2017
2	15 June – 14 July 2017
3	15 July - 14 August 2017
4	15 August – 16 September 2017

4.3 New-to-Bank Principal Cardmembers

- a) New-to-Bank Principal Cardmembers who are successfully issued a Principal Maybank Card during the Campaign Period are entitled to an additional 50x Qualifying Entries, on top of the Qualifying Entries stated in Clause 4.1 upon successfully SMS registration.
- b) For avoidance of doubt, the following persons are considered as New-to-Bank Principal Cardmembers and are eligible for the additional 50x Qualifying Entries:
  - i) A person who had cancelled his/her Principal Maybank Card for more than six (6) months and successfully re-applied for a new Principal Maybank Card during the Campaign Period; or
  - ii) A person who is holding an existing Supplementary Maybank Card and successfully applied for a new Principal Maybank Card during the Campaign Period.
- c) Existing Principal Maybank Cardmembers who successfully applied for an add-on Principal Maybank Card during the Campaign Period are not considered as New-to-Bank Principal Cardmembers.

4.4 Qualified Spend shall include retail and online purchases transacted locally and internationally, Auto PayBills, auto-reload for Maybank Touch n' Go Zing Card(s) and/or 0% EzyPay Instalment Plan ("EzyPay") performed via Maybank Card(s) during the Campaign Period based on local transaction time. For the avoidance of doubt, EzyPay shall be treated as Qualified Spend based on the full transaction amount and all overseas transactions in foreign currency shall be converted to Ringgit Malaysia (RM) based on Maybank's prevailing in-house exchange rate.

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

4.6 Computation of Qualified Spend shall be based on all valid Maybank Cards under the same Eligible Cardmember throughout the Campaign Period upon successful SMS registration per illustration below:

	Date of Successful SMS Registration	Computation of Qualified Spend			
		Campaign Month 1	Campaign Month 2	Campaign Month 3	Campaign Month 4
Eligible Cardmember A	15 May 2017	✓	✓	✓	✓
Eligible Cardmember B	15 June 2017	✓	✓	✓	✓
Eligible Cardmember C	16 September 2017	✓	✓	✓	✓

- 4.7 Qualified Spend by Supplementary Cardmember(s) under the same Principal Cardmember's Maybank Card account(s) will be considered as the Principal Cardmember's Qualified Spend.
- 4.8 For avoidance of doubt, each Qualifying Entry allocated will entitle the Eligible Cardmember to be in the running for every Prize category under the Campaign. Each Eligible Cardmember is entitled to win one (1) Monthly Prize (either Grand, Bonus or Consolation Prize in each Campaign Month) and up to four (4) Monthly Prizes (can be a combination of Grand, Bonus and Consolation Prizes) throughout the Campaign Period.
- 4.9 Split and/or repetitive transaction of five (5) times and above in a day from the same merchant(s) are disallowed and shall be disqualified.

## 5 Prizes

- 5.1 There are three (3) categories of prizes under the Campaign ("Prizes") as follow:

Monthly Prize Category		No. of Monthly Winners
<b>Grand Prize</b>	60% Cash Back subject to a maximum of RM6,000	6 winners
<b>Bonus Prize</b>	RM600 LAZADA Vouchers	6 winners
<b>Consolation Prize</b>	RM160 LAZADA Vouchers	60 winners

- 5.2 Maybank will **NOT** provide any replacement or substitute any Prize if Winners reject the Prize and/ or request for alternative option(s).
- 5.3 Maybank gives no assurance or satisfaction guarantee in regards to the Bonus and Consolation Prizes. Maybank has no control over any arrangement on the redemption of LAZADA Vouchers.

## 6 Selection of Winners

- 6.1 Based on the Qualifying Entries earned, Eligible Cardmembers shall be shortlisted by Maybank's randomizer programme for the respective Prizes.
- 6.2 Eligible Cardmembers shortlisted shall be deemed as final winners and binding. Prizes shall be rewarded in accordance to the sequence of shortlist ("Winners") per below :
- 1<sup>st</sup> until 6<sup>th</sup> shortlisted Eligible Cardmembers in each Campaign Month will receive the Monthly Grand Prize.
  - 7<sup>th</sup> until 12<sup>th</sup> shortlisted Eligible Cardmembers in each Campaign Month will receive the Monthly Bonus Prize.
  - 13<sup>th</sup> until 72<sup>th</sup> shortlisted Eligible Cardmembers in each Campaign Month will receive the Monthly Consolation Prize.



6.3 At the point of shortlisting, all Maybank Card account(s) of the Eligible Cardmember must not be delinquent, invalid and/or cancelled; otherwise the Eligible Cardmember will be disqualified.

## 7 Fulfillment of Prize

7.1 At the time of rewarding the Prize, all Maybank Card account(s) of the Eligible Cardmember must not be delinquent and/ or invalid or cancelled; otherwise he/ she will be disqualified from receiving the Prize from the Campaign.

### 7.2 Monthly Grand Prize

Winners are entitled to 60% Cash Back on the total Qualified Spend in the particular Campaign Month, subject to a maximum of RM6,000 each, which will be credited into Winners' Principal Maybank accounts within 4 weeks after the announcement of Winners and shall be reflected in the credit card statements from the date of Cash Back crediting.

### 7.3 Monthly Bonus and Consolation Prizes – RM 600 and RM160 LAZADA Vouchers

a) Winners will receive the unique promo code for the RM600 and RM160 LAZADA Vouchers via SMS that will be sent to the mobile phone number that recorded in Maybank's system.

b) Winners can redeem their Prizes by keying in the unique promo code during CHECKOUT at LAZADA website by 28 February 2018. There is no minimum spend required for redemption of the LAZADA Vouchers.

7.4 Prizes are given on an "As Is" basis, which are non-exchangeable for cash or other kinds, whether in part or in full.

7.5 Announcement of Winners will be made on Maybank's website at [www.maybank.com.my](http://www.maybank.com.my) within sixteen (16) weeks after the end of the Campaign.

7.6 If there is any dispute or non-receipt of the Prizes, Winners are required to contact Maybank Customer Service 1300 88 6688 by **31 January 2018** at the latest. For any request/inquiry received after **31 January 2018 will not be entertained.**

## 8 General

8.1 SMS sent by Eligible Cardmembers to 66628 for registration shall be deemed as consent to participate in the Campaign. By participating in the Campaign, Eligible Cardmembers/Winners:

- a) agree to be bound by the terms and conditions herein;
- b) agree that all records of transactions captured by Maybank's system within the Campaign Period shall be accurate and conclusive;
- c) agree that Maybank's decision on all matters relating to the Campaign shall be final and binding on all Eligible Cardmembers. No further appeal or further correspondence will be entertained;
- d) agree that any reversal of Qualified 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) to view the terms and conditions and are deemed to have agreed with any changes or variations to the Terms and Conditions herein and seek clarification from Maybank should any of the Terms and Conditions be not fully understood;
- h) shall not be entitled to claim for any compensation against Maybank nor any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for purposes of the Campaign) 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/ Winners 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”).
- 9.2 In addition and without prejudice to the terms in the Maybank’s Privacy Notice, Eligible Cardmembers agree and consent to his/her 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 and on the Internet, without further express consent from the Eligible 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 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 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, whose accounts are suspected to have been operated fraudulently and/ or closed by Maybank;
- 10.2 forfeit the Prize in the event there is reversal of Qualified Spend or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein; and/or;
- 10.3 withdraw/cancel, suspend, extend or terminate the Campaign earlier in whole or in part, and/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](http://www.maybank.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 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.