

## Terms and Conditions:

### **Stand to win RM8, 888 Angpow this festive season with American Express® Cards issued by Maybank**

The “American Express® Angpow” Campaign (“Campaign”) commences on 15 January 2018 at 12:00AM MYT until 31 March 2018 at 11:59PM MYT (both dates inclusive) unless notified otherwise (“Campaign Period”).

#### **1. Eligibility**

- 1.1 This Campaign is opened to all new and existing Principal Cardmembers of Maybank American Express® Credit/ Charge Card(s) (“Maybank Cards”) issued by Malayan Banking Berhad (Co. No. 3813-K) or Maybank Islamic Berhad (Co. No. 787435-M) (collectively referred to as “Maybank”).
- 1.2 One-time registration via SMS is required and it must be performed by the Principal Cardmembers (“Eligible Cardmembers”).
- 1.3 Upon successful SMS registration, Eligible Cardmembers will have to meet the “Qualified Payment” (as defined herein) at respective merchant categories in order to earn Qualifying Entries.
- 1.4 The following persons are NOT eligible to participate in the Campaign:
  - a) Cardmembers whose Maybank Card account(s) is 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 Cards; or
  - d) Permanent and contract employees of Cards Marketing Department of Maybank Malaysia and Regional Cards Marketing Department.
- 1.5 For 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 the Campaign and stand to win the Bonus Prize only.

#### **2. SMS Registration**

- 2.1 Registration is on a one-time basis using Maxis / Celcom / DiGi / U Mobile (“Telco”) number and must be made by the Principal Cardmember within the Campaign Period as per below:
  - a) Type **AMEX** <space> **12-digit NRIC Number without spacing** and send to **66628** (E.g. AMEX 810123105678); or
  - b) For non-Malaysian Principal Cardmembers, type **AMEX** <space> **Passport Number without spacing** and send to **66628** (E.g. AMEX B123456)
- 2.2 Principal Cardmembers with multiple Maybank Cards are only required to register once within the Campaign Period to participate in the Campaign.

- 2.3 Principal Cardmembers shall be responsible to pay the standard SMS charges levied by their respective Telco for each registration SMS sent to the designated number “66628” under this Campaign.
- 2.4 Principal 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 be deemed invalid or unsuccessful.
- 2.5 Cancellation of registration and/or change of any details will not be accepted after the registration SMS has been successfully sent to 66628.
- 2.6 Proof of SMS sent to 66628 by Principal Cardmembers 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 be deemed as notification that the Principal Cardmember has been confirmed as the winner.
- 2.7 Maybank reserves the right to disqualify any registration SMS sent to 66628 due to reason(s) including, but not limited to duplicate registration, invalid NRIC 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.
- 2.8 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 Principal Cardmembers which may result in the delay of the SMS registration during the Campaign Period.
- 2.9 SMS service is provided and supported by the service provider appointed by Maybank, Macro Kiosk Berhad.

### 3. Qualifying Entries

- 3.1 Upon successful SMS registration, Eligible Cardmembers are required to spend with Maybank Card(s) during the Campaign Period (“Qualified Payment”) based on local transaction time, in order to earn Qualifying Entries and stand to win the Prizes stated in Clause 4 as illustrated below:

Entry	Payment Channel
10X	Every RM100 cumulative spend at selected restaurants, supermarkets or department stores
1X	Every RM100 other cumulative spend

- 3.2 For the avoidance of doubt, in order to earn the 10 entries, the Qualified Payment must be performed at local restaurants, supermarkets or department stores that fall

within any of the following Merchant Category Codes (“MCC”) captured by Maybank’s system:

- Supermarket/Department & Grocery stores: 5311 and 5411.
- Restaurants & Dining outlets: 5812, 5813 and 5814.

3.3 Computation of the total Qualifying Payment will be based on all valid Maybank Card(s) issued under the same Eligible Cardmember throughout the Campaign Period upon successful SMS registration per illustration below:

<b>Example :</b>	<b>Date of Successful SMS Registration</b>	<b>Computation of Qualified Payment</b>
Cardmember A	15 January 2018	15 January - 31 March 2018
Cardmember B	1 February 2018	15 January - 31 March 2018
Cardmember C	29 March 2018	15 January - 31 March 2018

3.4 Spend by Supplementary Cardmember will be included in the computation of the Principal Cardmember’s qualified spend.

3.5 Split and/or repetitive retail transaction of five (5) times and above in a day are disallowed and shall be disqualified.

#### 4. Prizes

4.1 Eligible Cardmembers stand to win up to RM8, 888 Angpow (“Prizes”)under this Campaign as below:

	<b>Angpow</b>	<b>No. of Winners</b>
<b>Grand Prize</b>	RM8,888	18
<b>Bonus Prize</b>	RM888	108

#### 5. Selection of Winners

5.1 Based on the Qualifying Entries earned, Eligible Cardmembers shall be shortlisted by Maybank’s randomizer programme for the Prizes.

5.2 In accordance to the selection sequence of Maybank's randomizer programme, the first 18 and the subsequent 108 shortlisted Eligible Cardmembers shall be deemed as final winners for Grand Prize and Bonus Prize respectively (“Winners”).

5.3 Each Eligible Cardmember is eligible to win 1 Prize only throughout the Campaign Period.

#### 6. Prize Fulfillment

6.1 Announcement of the Winners (e.g. Name and masked Maybank Card Number) shall be made on Maybank’s website at [www.maybank2u.com.my](http://www.maybank2u.com.my) and/or American Express Malaysia website at [www.americanexpress.com.my](http://www.americanexpress.com.my) twelve (12) weeks after the end of the Campaign Period.

- 6.2 Prizes will be credited into Winners' Principal Maybank Card account(s) in a form of cash back within four (4) weeks after the announcement of Winners and will be reflected on the credit card statement(s) for the month following the date of crediting.
- 6.3 If there is any dispute or non-receipt of the Cash Back, Winners are required to contact Maybank Customer Service at 1300 88 6688 by 31 July 2018 at the latest, to request for an inquiry. No request for any inquiry shall be entertained after 31 July 2018.
7. SMS sent by Eligible Cardmembers to 66628 for registration purposes shall be deemed as consent given by the Eligible Cardmembers 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 based on local date and time 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/Winners. No further appeal or further correspondence will be entertained;
  - (d) agree that any reversal of Qualified Payment 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 purposes of contacting them during and after the Campaign;
  - (f) authorise 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.maybank2u.com.my](http://www.maybank2u.com.my) and/or [www.americanexpress.com.my](http://www.americanexpress.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 are 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 losses and damages suffered or may have 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.maybank2u.com.my](http://www.maybank2u.com.my) ("Maybank's Privacy Notice").
- 9.2 In addition and without prejudice to the terms in the Maybank's Privacy Notice, Eligible Cardmembers/ Winners 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 as responses and related photographs. In this regard, each Eligible Cardmember/ Winner 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 Cash Back in the event there is reversal of Qualified Payment or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein;

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 and any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for the purposes of the Campaign) shall not be liable and responsible for:

11.1 any failure or delay in transmission of sales transactions by American Express, merchant establishments or any party which may result in the Cardmember not being able to participate for this Campaign;

11.2 any direct, indirect, special or consequential loss, damage or injury in any manner whatsoever suffered by Eligible Cardmembers/ Winners (including but not limited to, loss of income, profits or goodwill) arising from or in connection with the Campaign and/or use of the Cash Back; and

11.3 any default of its obligation under the Campaign due to any force majeure event, including but not limited to an 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, Principal Cardmembers/Winners agree that the general terms and conditions in the Cardmembers' Agreement shall be read together with these Terms and Conditions as an entire agreement.