#### **Terms & Conditions:**

# "Maybank 2 Card RM9 Million Cashback" Campaign

1. The "Maybank 2 Card RM9 Million Weekend Cashback" with Maybank 2 American Express® Gold and Platinum Credit Card commences on 1 July 2016 until 31 December 2016 ("Campaign Period").

### 2. Eligibility

- 2.1 This Campaign is open to all new approved and existing Principal Maybank 2 American Express® Platinum and Gold Credit Cardmembers.
- 2.2 "New approved" Principal Cardmembers herein refer to:
  - a) Card approved during Campaign Period;
  - b) Not existing Principal Maybank 2 American Express® Platinum and Gold Credit Cardmember;
  - c) Maybank 2 American Express® Platinum and Gold Credit Cardmember cancelled more than six (6) months.
- 2.3 Maybank reserves the right to disqualify any eligible Cardmembers from the Campaign or from receiving the Prize in any of the following events as determined by Maybank at its sole and absolute discretion:
  - a) The Principal and / or Supplementary Card account has become delinquent;
  - b) The Principal and / or Supplementary Card is blocked, suspended, cancelled or terminated for any reasons whatsoever;
  - c) The Principal and / or Supplementary Card is not valid or no longer has good credit standing; and;
  - d) There is suspicious transaction or activity involving the Principal and / or Supplementary card;

# 3. Qualifying Entries and Eligibility

a) Principal Cardmembers are required to spend to be eligible for the Cashback as illustrated below:

5% Weekend Cashback	Monthly Payout	Qualifying Entry
Capped at RM50	RM1,500,000	<ul> <li>Cardmember need to spend accumulative of RM500 in a calendar month.</li> <li>5% Weekend Cashback will be awarded base on total weekend spending with the capped of RM50 per Cardmember and a total payout of RM1,500,000 per month.</li> <li>5% Weekend Cashback excludes dining, where cardmember will continue to enjoy 5% Weekend Dining Cashback as part of the product feature</li> </ul>

3.1 Qualified Retail Spend shall include retail and online purchases transacted locally and internationally, Auto PayBills, auto-reload for Maybank Touch n' Go Zing Card and EzyPay performed via Maybank(s) during the Campaign Period based on local transaction time. EzyPay shall be treated as Qualified Retail Spend based on the full transaction amount. For the avoidance

- of doubt, all overseas transactions in foreign currency shall be converted to Ringgit Malaysia (RM) based on Maybank's prevailing in-house exchange rate.
- 3.2 Qualified Retail Spend shall exclude monthly installment of EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fee and charges imposed by Maybank.
- 3.3 Qualified Retail 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.
- 3.4 Split and/or repetitive transactions of five (5) times and above in a day from the same merchant(s) are disallowed and shall be disqualified.

### 4. Cashback

4.1 The Cashback awarded under the Campaign ("Prizes") as follow:

Month	Date	Total Cashback Payout
Month 1	1 – 31 July 2016	RM1,500,000
Month 2	1 – 31 August 2016	RM1,500,000
Month 3	1 – 30 September 2016	RM1,500,000
Month 4	1 – 31 October 2016	RM1,500,000
Month 5	1 – 30 November 2016	RM1,500,000
Month 6	1 – 31 December 2016	RM1,500,000
		RM9,000,000

- 4.2 The Cashback awarded will be reflected in the Cardmembers monthly credit card statement within 8-12 weeks after the end of the Campaign Period.
- 4.3 The Maybank 2 American Express® Platinum or Gold credit card account(s) must be in good credit standing throughout the Campaign Period in order to be entitled to receive the Cashback.
- 4.4 The Cashback shall not be exchangeable for cash, credit or in kind, in part or in full.
- 4.5 Cardmembers are not allowed to transfer or sell his/her right to the Cashback to any other person.
- 4.6 Each Cardmember is eligible for the Cashback only once each month should Cardmember hold two or more Maybank 2 American Express Cards.
- 4.7 The Cashback shall exclude dining transactions, where Cardmember will continue to enjoy 5% Weekend Dining Cashback as part of the product feature

### 5. Selection of Cashback Winners

5.1 Eligible Cardmembers will be tracked based on a 1<sup>st</sup> come 1<sup>st</sup> served basis which meet the qualify transaction of RM500. ("Winners").

- 5.2 Upon meeting the qualified transactions & excluding dining, Cardmember's total weekend spending will be then awarded 5% cashback.
- 5.3 Weekend means Saturday & Sunday.
- 5.3 The Cashback calculation will be as per the following example –

Month	Qualifying transaction	Total Weekend (Saturday & Sunday) spending	5% Weekend Cashback (capped at RM50)
1 – 31 July 2016	RM500	RM500	RM25
1 – 31 August 2016	RM450	RM300	Not Qualify
1-30 September 2016	RM500	RM1,000	RM50
1-31 October 2016	RM500	RM2,000	RM50
1 – 30 November 2016	RM500	RM300	RM15
1 – 31 December 2016	RM500	RM200	RM10

- 5.4 RM50 will be credited in the Winners' Principal Maybank Card accounts after 8-12 weeks after the end of Campaign Period and reflected on credit card statements that follow the date of Cash Back crediting.
- 5.5 The RM50 Cashback will be awarded based on a 1<sup>st</sup> come 1<sup>st</sup> served and capped at a monthly payout of RM1,500,000 and total of RM9,000,000 throughout campaign period.
- 5.6 The tracking is based on the following-
  - 5.6.1 Step 1 Date Qualify
  - 5.6.2 Step 2 5% Weekend Cashback on total Weekend Spending capped at RM50
  - 5.6.3 Step 3 Total monthly payout of RM1,500,000
- 5.7 If there is any dispute or non-receipt of Cashback, the Winner is required to contact Maybank Customer Service at 1300 88 6688 by 31 March 2017. No request for any inquiry will be entertained after 31 March 2017.

#### 6. Maybank Privacy Notice

- 6.1 By participating in this Campaign, Principal Cardmembers 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").
- 6.2 In addition and without prejudice to the terms in the Maybank's Privacy Notice, Principal 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 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 Winners. 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 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.

## 7. Maybank reserves the right to

- 7.1 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;
- 7.2 forfeit the Prize in the event there is reversal of Qualified Retail Spend or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein; and/or
- 7.3 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, or in other methods which Maybank deems practical, by giving twenty one (21) days prior notice to Cardmembers on such variation, supplemental, deletion, modification or amendment, as the case may be, to these terms and conditions.

### 8. Maybank shall not be liable and responsible for:

- 8.1 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.
- 8.2 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.
- 8.3 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.