Maybank Islamic Ikhwan American Express Card-i Campaign FY2015 Terms & Conditions

Campaign Period

1. The Maybank Islamic Ikhwan American Express Card-i Campaign FY2015 ("Campaign") commences from 1 March 2015 and ends on 31 Aug 2015, both dates inclusive ("Campaign Period").

Eligibility

1. The Campaign is open to all Maybank Islamic Ikhwan American Express Gold and/or Platinum new customers approved within the Campaign Period for both Principal and Supplementary ("Eligible Cardmembers") which are valid, subsisting and in good credit standing as may be determined by Malayan Banking Berhad ("Maybank") at its sole and absolute discretion.

2. For the avoidance of doubt, the benefit of all charges incurred by a Supplementary Cardmember in respect of the Campaign shall accrue to the Principal Cardmember.

3. Termination of a Supplementary Cardmember‟s account shall not by itself disqualify the Principal Cardmember from the Campaign.

4. The following categories of persons shall not be eligible for this Campaign:

a) Existing Principal & Supplementary Cardmembers of Maybank Islamic MasterCard Ikhwan Gold/Platinum Card-i , Maybank Islamic PETRONAS Ikhwan Visa Gold/Platinum Card-i & Maybank Islamic Ikhwan Visa Infinite Card-i
b) Existing Principal & Supplementary Cardmembers of Maybank Islamic Ikhwan American Express Card-i approved before the Campaign Period;
c) New Supplementary Cardmembers approved within the Campaign Period of any existing Principal Cardmembers of Maybank Islamic Ikhwan American Express Card-i approved before the Campaign Period;
d) Cardmembers who no longer hold any valid Maybank Islamic Ikhwan American Express Card-i and/or Cardmembers whose Card account(s) is/are delinquent;
e) Cardmembers who have cancelled their Maybank Islamic Ikhwan American Express Card-i and have reapplied for a new Maybank Islamic Ikhwan American Express Card-i as a Principal Cardmembers within twelve (12) months from the date of such cancellation;
f) Cardmembers who have committed or are suspected of committing any fraudulent, unlawful or wrongful acts in relation to any of the facilities granted by Maybank Islamic Berhad or have been declared bankrupt (pursuant to a petition by either Maybank or by any third party) or are subject to any bankruptcy proceedings at any time prior to, during or after the Campaign Period; and
g) Cardmembers of a company and/or corporate accounts;
h) Employees of Maybank Card Centre and their respective immediate family members;
i) Employees of Maybank's partners including advertising and promotion agencies and any other persons involved in organizing, promoting and/or conducting the Campaign;

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Campaign Mechanics

1. Eligible Cardmembers are required to perform cumulative Minimum Retail Spend within sixty (60) days from the card approval date to receive the following gift ("Gift") subject to the fulfilment of the following requirement:

Allocation	Gift	Requirement
Limited to 3,000 units on first-come-first- serve basis	20" Barry Smith Hard Case Luggage Bag	Cumulative Minimum Retail Spend RM 1,500 and above

2. Eligible Cardmembers are entitled with ONE (1) Gift only within the Campaign Period.

3. The Retail Spend is based on the following criteria:

a) Retail Purchases from Merchants approved by Maybank both local and international
b) New Maybank EzyPay Plans
c) E-Commerce or Online purchases over the internet that are approved by Maybank

4. For the avoidance of doubt, international transactions in foreign currency shall be converted to Ringgit Malaysia based on Maybank's prevailing exchange rate for the purposes of assessing whether the transaction in question is eligible to be considered for the purposes of this Campaign.

5. The Retail Spend shall exclude the following:

a) Balance Transfer,
b) Recurring Payments (Auto Bills),
c) Existing EzyPay Plans,
d) Outstanding Balance(s),
e) Cash Advance,
f) Finance Charges,
g) Late Payment Charges,
h) Annual Fees,
i) Reversals

6. The Gift will be delivered to the Eligible Cardmembers billing address furnished by the Eligible Cardmembers as captured in Maybank's records within eight (8) weeks after the end of the Campaign Period.

Other Conditions

1. By participating in the Campaign, the Eligible Cardmembers is deemed to have read and agreed to be bound by the terms and conditions herein and all decisions made by Maybank in relation to every aspect of the Campaign shall be final and conclusive. Any subsequent correspondences, protests, appeals or enquiries shall not be entertained.

2. Maybank reserves the right to substitute, replace, change or vary the Gift with another item of similar or lesser value, at any time, at its absolute discretion by giving prior notice twenty one (21) calendar days to the Eligible Cardmembers and be deemed to be brought to their attention by its display at Maybank's branches or websites or by notice being sent by Maybank or advertised or by any other mode which the Maybank deems fit.

3. Maybank reserves the right to shorten, cancel, terminate or suspend the Campaign by giving prior notice twenty one (21) calendar days to the Eligible Cardmembers and be deemed to be brought to their attention by its display at Maybank's branches or websites or by notice being sent by Maybank or advertised or by any other mode which Maybank deems fit. For the avoidance of doubt, the shortening, cancellation, termination or suspension by Maybank of the Campaign shall not entitle any Eligible Cardmembers or any other persons whatsoever to any claim or compensation against Maybank for any losses or damage suffered or incurred as a direct or indirect result of the act of shortening, cancellation, termination or suspension.

4. Maybank reserves the right, at its absolute discretion, to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) any of the terms and conditions herein by giving prior notice twenty one (21) calendar days. Any such variation of any of the terms and conditions herein shall be binding on the Eligible Cardmembers and be deemed to be brought to their attention by its display at Maybank or by notice being sent by Maybank or advertised or by any other mode which Maybank deems fit.

General

1. 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 Gift.

2. In no event will Maybank be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Campaign, even if Maybank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

3. Maybank reserves the right to publish or display the name, picture, identification numbers and city of residence, photographs or other information of the Eligible Cardmembers of this Campaign for advertising and publicity.

4. By participating in this Campaign, the Eligible Cardmembers hereby consent to and agree that Maybank shall be at liberty to publish or display the names, identification numbers, photographs or other information on the Eligible Cardmembers for advertisement or publicity purposes

5. Maybank shall not be liable for any losses, damages or costs incurred or suffered by any Eligible Cardmembers as a result of any participating in this Campaign. Furthermore, Maybank shall not be liable for any default of this obligation under the Campaign due to any force majeure event which includes 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.

6. Maybank decision on all matters relating to this Campaign and in case of any dispute is final and binding on all Eligible Cardmembers of this Campaign and no correspondences or appeals will be entertained.

7. The Terms and Conditions of this Campaign shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

8. By participating in this Campaign,the Eligible 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.")

9. In addition and without prejudice to the terms in the Maybank's Privacy Notice, the Eligible Cardmembers agree and consent to his/her personal data or information being collected, processed and used by the Maybank for:

a) The purposes of the Campaign;

b) Marketing and promotional activities conducted in such manner as Maybank sees 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 Customers. Marketing and campaign 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 Customer 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; and

c) Other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from the Maybank from time to time.