



## **Terms and Conditions – Visa Maybank 2018 FIFA World Cup Russia™ Campaign**

1. The “**Visa Maybank 2018 FIFA World Cup Russia™ Campaign**” (“**Campaign**”) shall commence on 15 December 2017 at 12:00AM MYT until 31 March 2018 at 11:59PM MYT (both dates inclusive) unless otherwise notified by Maybank (as defined herein) (“**Campaign Period**”).

### **2. Eligibility**

- 2.1 The Campaign is open to :

- a) all new and existing Principal Cardmembers (“**Principal Cardmembers**”) of Visa Credit Cards (referred to as “**Maybank Visa 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 the Campaign:

- a) Cardmembers whose Maybank Visa Cards account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or relevant Cardmembers’ Agreement during the Campaign Period;
- b) Cardmembers who are in default of any facility granted by Maybank at any time;
- c) Cardmembers of Maybank Commercial/ Corporate/ Debit/ Prepaid cards;
- d) Permanent and contract employees of Maybank in Malaysia; or
- e) Vendors, suppliers, advertising and promotion agencies for the Campaign.

### **3. SMS Registration**

- 3.1 In order to earn Qualifying Entries (as described in Clause 4.1), all Principal Cardmembers of Maybank Visa Cards are required to register once via SMS using Maxis/ Celcom/ DiGi/ U Mobile/ Webe/ Yes number; as follows:

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

- 3.2 Principal Cardmember with multiple Maybank Visa 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 sent to the designated number “66628” under the Campaign.

- 3.4 Principal Cardmember is solely responsible to ensure that the details in the registration sent to 66628 are complete, accurate and within the Campaign Period; failing which, the SMS registration is deemed invalid or unsuccessful.

- 3.5 Cancellation and/or any changes made after the SMS registration has been successfully sent to 66628 will not be entertained.

- 3.6 Proof of SMS sent to 66628 by Principal Cardmember shall not be deemed as successful registration unless the Principal Cardmember receives a confirmation via SMS from 66628 and such SMS confirmation will be sent to the same mobile phone number used for registration, subject to the SMS traffic at the respective Telco's network. The SMS confirmation 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 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 without assigning any reasons whatsoever 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 the registration sent to 66628 or SMS confirmation sent from 66628 to Principal Cardmembers which may result in the delay of the registration during the Campaign Period.
- 3.9 SMS service is provided and supported by the service provider appointed by Maybank, i.e. Macro Kiosk Berhad.

#### 4. Qualifying Entries

##### 4.1 Eligible Cardmembers

Upon the successful registration, Eligible Cardmembers need to meet the "Qualified Spend" as specified below in order to earn the Qualifying Entries and stand to win the prizes as stated under Clause 5:

Prize Category	No. of Winner s	Qualifying Entries
<b>Grand Prize :</b> Package for 2 to Final match in Moscow	2 Winners	<b>1 Qualifying Entry:</b> <ul style="list-style-type: none"> <li>Every cumulative RM100 retail spend with Maybank Visa Credit Card (including Visa payWave and overseas spend).</li> </ul>
<b>2<sup>nd</sup> Prize :</b> Package for 2 to Semi-Final match in Moscow	2 Winners	

- 4.2 Qualified Spend shall include retail (including Visa payWave transactions) and online purchases transacted locally and internationally, Auto PayBills monthly bill payment, auto-reload for Maybank Touch n' Go Zing Card(s) and/or 0% EzyPay Instalment Plan ("EzyPay") performed via Maybank Visa Cards 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.
- 4.3 Qualified Spend shall exclude monthly installment of EzyPay, EzyPay Plus, cash advance, fund transfer, outstanding balance, reversals, fees and charges imposed by Maybank.

- 4.4 Computation of the total Qualified Spend shall be based on all valid Maybank Visa Cards under the same Principal Cardmember throughout the Campaign Period upon successful SMS registration per illustration below:

Example	Date of Successful Registration	Computation of Qualifying Spend
Registered Cardmember A	15 December 2017	15 December 2017 – 31 March 2018
Registered Cardmember B	31 January 2018	15 December 2017 – 31 March 2018
Registered Cardmember C	28 February 2018	15 December 2017 – 31 March 2018

- 4.5 Qualified Spend by Supplementary Cardmember(s) under the same Principal Cardmembers' Maybank Visa Card account(s) will also be included in computation of the Principal Cardmember's total Qualified Spend.
- 4.6 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) prize throughout the Campaign Period.
- 4.7 Split and/or repetitive transactions of five (5) times and above in a day from the same merchant(s) will not be considered as valid Qualifying Entries and/or Qualified Spend.

## 5. Prizes

- 5.1 There are two (2) categories of prizes under the Campaign ("Prizes") as follow:

Prize Category		No. of Winners
<b>Grand Prize</b>	<b>5D4N Package for 2 persons to 2018 FIFA World Cup Final in Moscow, Russia :</b> <ul style="list-style-type: none"> <li>• A pair of return Economy Class air tickets from Kuala Lumpur to Moscow.</li> <li>• 4 nights hotel accommodation with daily breakfast based on double occupancy.</li> <li>• All scheduled ground transportation.</li> <li>• Match tickets.</li> <li>• Group Tour.</li> </ul>	2 Winners
<b>2<sup>nd</sup> Prize</b>	<b>5D4N Package for 2 persons to 2018 FIFA World Cup Semi-Final in Moscow, Russia :</b> <ul style="list-style-type: none"> <li>• A pair of return Economy Class air tickets from Kuala Lumpur to Moscow.</li> <li>• 4 nights hotel accommodation with daily breakfast based on double occupancy.</li> <li>• All scheduled ground transportation.</li> <li>• Match tickets.</li> <li>• Group Tour.</li> </ul>	2 Winners

5.2 Prizes shall **EXCLUDE** the following:

- a) Application for visa/warrant and applicable fees (if any);
- b) Transportation to and from Kuala Lumpur International Airport (KLIA);
- c) Travel insurance/takaful;
- d) Non-program scheduled transportation, meals, events, activities and services;
- e) Hotel incidentals (e.g. Phone, mini bar, laundry, room service, etc.);
- f) Athlete appearances (if any)
- g) On-site translation services (if any); and
- h) Any applicable taxes

5.3 Winners' accompanying partners must be at least 16 years old and above as of 31 May 2018 and are required to travel and attend the scheduled 2018 FIFA World Cup program on the pre-determined dates. Should the Winners and/or their accompanying partners unable to travel on the predetermined dates for any reason whatsoever, they will be disqualified from winning the Prizes.

5.4 Winners and their accompanying partners shall be responsible at their own cost for obtaining the necessary documents for travelling overseas. Maybank will not be responsible for obtaining the necessary travel documents required on behalf of the winners.

5.5 Maybank will **NOT** provide any replacement or substitute for both the Grand and 2<sup>nd</sup> Prize based on the following reasons:

- a) Winners and/or their accompanying partner fails to obtain necessary documents;
- b) Winners reject the prize and request for alternative package/product(s); or
- c) the 2018 FIFA World Cup is changed, cancelled and/or postponed.

5.6 Maybank gives no assurance or satisfaction guarantee in regards to the Prizes. Maybank has no control over any arrangement and the organization of the event, program and schedules, and therefore accepts no responsibility for any change or cancellation of any event, program and schedules.

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

## 6 Selection of Winners

6.1 Based on the Qualifying Entries earned, Principal Cardmembers will be shortlisted by Maybank's randomizer programme and Prizes will be given in accordance to the sequence of shortlisting i.e 1<sup>st</sup> and 2<sup>nd</sup> winners will be rewarded with Grand Prizes, 3<sup>rd</sup> & 4<sup>th</sup> winners will be rewarded with 2<sup>nd</sup> Prizes.

6.2 The shortlisted Principal Cardmember will be contacted by Maybank's representative at the mobile phone number registered in the Campaign at any time during office hours to answer one (1) question and be deemed as winner if he/ she is able to answer the question correctly upon being contacted by Maybank's representative.

6.3 If the shortlisted Principal Cardmember is unable to answer the question correctly, the next shortlisted Principal Cardmember will be selected and contacted to answer the question.

6.4 In the event the shortlisted Principal Cardmember is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the shortlisted Principal Cardmember wishes to withdraw himself/herself from the Campaign upon being contacted by Maybank's representative, he/she shall be disqualified from the Campaign.

6.5 Phone calls will be made only to Principal Cardmembers.

## 7 Fulfillment of Prizes

- 7.1 At the time of rewarding the Prizes, all Maybank Visa Card account(s) of the Principal Cardmember must not be delinquent, and/or invalid or cancelled; otherwise he/she will be disqualified from receiving the Prizes from the Campaign.
- 7.2 Issuance of flight tickets
- a) A confirmation letter will be sent to the Winners at his/her billing Addresses recorded in Maybank's system within eight (8) weeks from the end of the Campaign Period.
  - b) Winners must confirm the issuance of the flight tickets with the nominated passenger's details within five (5) working days from the first point of contact by Maybank's representative or appointed travel agency for flight arrangement.
  - c) Winners and the nominated passengers are required to travel together from Kuala Lumpur to Moscow, Russia on return Economy Class flights.
  - d) Failure to do so, the Winner will be disqualified without any compensation and the next shortlisted Principal Cardmember will be selected and contacted to answer the question as per Clause 6.1.
  - e) Issuance of flight ticket is subject to the airline's policy and any other general terms and conditions applicable to the flight tickets. Such terms and conditions are beyond Maybank's control and are determined by the airline.
- 7.3 Any dispute in relation to the Prize(s) or any terms and conditions in respect thereof shall be settled directly by the Winner with the authorized dealer/supplier and/or the respective services operations without recourse to Maybank. Maybank is not responsible or liable for any breach of quality or warranty of the Prize(s) or any terms and conditions in respect thereof.
- 7.4 Announcement of Winners (e.g. Name and masked Maybank Visa Card number) will also be made on the Maybank's website at [www.maybank2u.com.my](http://www.maybank2u.com.my) within eight (8) weeks after the end of the Campaign Period.
- 7.5 If there is any dispute or non-receipt of the Prize(s), Winners are required to contact Maybank Customer Service 1300 88 6688 by **31 May 2018** at the latest to request an inquiry. No request for any inquiry will be entertained after **31 May 2018**.

## 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 in relation to 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 attend the prize giving ceremony, interview(s) or other publicity event(s) required by Maybank at their own expenses at the time and venue stipulated by Maybank related to the Campaign;

- h) agree to access Maybank Website at [www.maybank2u.com.my](http://www.maybank2u.com.my) to view the terms and conditions and is 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;
- i) agree to comply with the terms and conditions applicable to the issue and use of tickets from time to time by the organizer for the 2018 FIFA World Cup Russia. Such terms and conditions is stipulated in the Ticket License Agreement (please refer at the back of the physical ticket (once issued) and include prohibitions against any use of the ticket in connection with any commercial promotion or contest (without the consent of 2018 FIFA World Cup Russia organizer or relevant authority) and the unauthorized sale of the ticket in excess of face value of the ticket.
- j) shall not display or publicize any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to be ambush marketing or an abuse of the 2018 FIFA World Cup Russia, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon any of 2018 FIFA World Cup Russia while using any 2018 FIFA World Cup Russia tickets. Each Eligible Cardmember agrees and acknowledges that any breach of this clause will cause significant damage and loss to 2018 FIFA World Cup Russia and the Eligible Cardmember hereby agrees to be liable to 2018 FIFA World Cup Russia for the damages and losses by the Eligible Cardmember and his/her partner; and
- k) 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 this Campaign.

## **9 Maybank Privacy Notice**

9.1 By participating in this Campaign, Eligible Cardmembers/ Winners agree and consent to allow his/ her personal data to be collected, processed and used by Maybank in accordance with Maybank Privacy Notice, which may be viewed on Maybank Website at [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 agree and consent to his/ her personal data or information to be 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 Eligible 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(s) in the event there is reversal of Qualified Spend or termination of Maybank Cards 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 giving twenty one (21) days prior notice and the notice shall be posted through the Maybank Website or through any other channel or channels that the Bank may deem as appropriate and there upon such amended details shall be deemed to become effective and shall be read and construed as if such amended details have been incorporated into and formed part of this Terms and Conditions.

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 Bank shall not be responsible and / or liable nor shall it accept any form of liability whatsoever nature and howsoever arising or suffered by the Eligible Cardmembers resulting directly or indirectly from the participation in the Campaign or otherwise. Furthermore, Maybank shall not be liable for any default in respect of the Campaign due to any act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Maybank.

13 The terms and conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardmembers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

**14** In addition to the terms stipulated above, Eligible Cardmembers agree that the general terms and conditions in the relevant Cardmembers' Agreement shall be read together with these terms and conditions as an entire agreement.