



## Maybank and The Surpluss Campaign

### Terms & Conditions

Maybank and The Surpluss Campaign (“**Campaign**”) is organized by Malayan Banking Berhad (Registration No.: 196001000142), Maybank Islamic Berhad (Registration No.: 200701029411) (collectively refers to “**Maybank**”) and The Surpluss Sdn. Bhd. (Company No. 202501011515 (1612929-V)) (“**The Surpluss**”) and shall be subjected to the Terms and Conditions herein. By participating in this Campaign, Eligible Customers (as defined in Clause 2.0 below) hereby expressly agree to be bound by these terms and conditions of this Campaign as stated herein (“**Terms and Conditions**”) and any decisions made by Maybank in respect of the Campaign shall be final, conclusive and binding.

#### 1.0 Campaign Period

This Campaign commences on 30 September 2025 at 12.00:00 AM (MYT) and will end on 30 December 2025 at 11:59:59 PM (MYT) both dates inclusive, or until the redemption of promotion has reached its limit (as stipulated in the table in Clause 3.0(c) below), whichever is the earlier (“**Campaign Period**”). In the event that the Campaign ends earlier due to full redemption, notification will be made via the Maybank2U Campaign page at [maybank.my/surpluss].

#### 2.0 Eligibility and Platform

- a) This Campaign is open to new and existing Maybank SME customers that have an account with Maybank (“**Eligible Customers**”).
- b) Eligible Customers must register for an account on The Surpluss platform via the via the designated campaign link at [https://www.thesurpluss.com/clusters/maybank] (“**The Surpluss Platform**”) to qualify for a six (6)-month complimentary subscription to The Surpluss Platform (“**Promotion Reward**”).
- c) This Campaign is open to Eligible Customers who are Malaysian-registered SMEs as per definition established by SME Corporation Malaysia with a valid business registration number.

#### 3.0 Campaign Mechanics, Conditions and Redemption of the Promotion Reward

- a) The Promotion Reward can be redeemed only once per Eligible Customer.
- b) The Promotion Reward does not include other costs relating to use of The Surpluss Platform such as manpower, logistical or transaction costs and these shall be borne by Eligible Customers.
- c) The Campaign is only limited to the first 1,000 redemptions during the Campaign Period.
- d) The Promotion Reward will be activated upon successful completion of sign-up process on The Surpluss Platform. Accounts of Eligible Customers will be activated accordingly, granting access to The Surpluss Platform to utilize the Promotion Reward starting from the date of activation.
- e) Upon expiry of the Promotion Reward, the Eligible Customers will receive a notification via The Surpluss Platform prompting the Eligible Customers to indicate their willingness to subscribe to the annual plan within fourteen (14) Business Days.
- f) Eligible Customers who do not indicate their willingness to subscribe to the annual plan within fourteen (14) Business Days following the expiry of the Promotion Reward will no longer be eligible to access or utilise The Surpluss Platform.

- g) Eligible Customers who achieve a minimum of fifteen (15) verified synergies during the Promotion Reward will be entitled to an additional two (2) months of access to the Surpluss Platform at no extra cost. All synergies must meet the successful synergy criteria and be validated by The Surpluss. The two (2) additional complimentary months will be extended from the end of the existing subscription period.
- h) Use of The Surpluss Platform and its products and services is at the discretion and risk of the Eligible Customers. Maybank is not the owner or operator of The Surpluss Platform and shall not be responsible or liable for any losses, damages, or claims arising from its use.
- i) Eligible Customers agree and acknowledge that Maybank makes no representations or warranties of any kind, and shall not be responsible or liable in any manner with respect to The Surpluss, and The Surpluss Platform and/or any products or services offered thereon.

#### **4.0 Selection of Eligible Customers for the Campaign**

- a) Maybank reserves the right to obtain relevant details of the Eligible Customers, such as business name, business registration number, and associated Maybank account information, in order to validate the Eligible Customer's compliance with these Terms & Conditions.

#### **5.0 General Terms & Conditions**

- a) Maybank shall not be responsible or held liable in respect of technical failures of any kind whatsoever, intervention, interruptions, and/or electronic or human errors in the administration and/or processing of the transaction performed via the MAE app, Maybank2u Biz, Maybank2u, or Maybank2e provided the same is not caused by Maybank.
- b) Any Party may withdraw, cancel, suspend, extend or terminate this Campaign earlier in whole or in part and reserves the right to modify any of the terms and conditions contained herein, from time to time by giving at least minimum of twenty-one (21) days ("day" shall have the same meaning as calendar day) prior notice thereof, the notice of which shall be posted through Maybank2u website at [www.maybank2u.com.my](http://www.maybank2u.com.my) or through any other channel determined appropriate by Maybank. It shall be the responsibility of the Eligible Customers to be informed of or otherwise seek out any such notice validly posted.
- c) By participating in this Campaign, Eligible Customers agree to access the Maybank2u website at [www.maybank2u.com.my](http://www.maybank2u.com.my) on a regular basis to view the terms and conditions herein and seek clarification from Maybank should any of the Terms & Conditions be not fully understood.
- d) By participating in this Campaign and using The Surpluss Platform, Eligible Customers agree to be bound by the Terms and Conditions herein and agree and consent to allow his/her personal data , (including the dashboard data such as synergies, revenue, and transaction details in The Surpluss Platform) to be collected, processed, and used by Maybank in accordance with the Maybank Privacy Statement, which may be viewed on [www.maybank2u.com.my](http://www.maybank2u.com.my) ("Maybank's Privacy Statement") and the PDPA Form for Individual Customers.
- e) In addition, and without prejudice to the terms in Maybank's Privacy Statement and the PDPA Form for Individual Customers, Eligible Customers agree and consent to his/ her personal data or information being collected, processed, and used by Maybank for:
  - i. the purposes of the Campaign; and
  - ii. marketing and promotional activities conducted by Maybank, 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. Marketing and promotion activities include without limitation the use and/or publication of any details provided in and/or in connection to the entries, interview material as responses and related photographs. In

this regard, Eligible Customers agree to cooperate and participate in all advertising and publicity activities of Maybank in relation to the Campaign.

\*Note: "PDPA" refers to the Personal Data Protection Act 2010 (as amended in 2024).

- f) Neither Party nor its officers, servants, employees, representatives and/or agents (including without limitation, any third-party service providers engaged by Maybank or The Surpluss, whichever is applicable for the purposes of this Campaign) shall be liable to Eligible Customers in this Campaign for any direct, or indirect, special or consequential loss or damage (including but not limited to, loss of income, profits or goodwill) arising from or in connection with this Campaign unless caused by any gross negligence or omission by Maybank or The Surpluss, whichever is applicable.
- g) Neither Party shall be liable for any default of its obligation under this Campaign due to any force majeure events which include but are not limited to acts of God, civil commotion, acts of war, strike, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any events and circumstances of whatever nature beyond the reasonable control of Maybank or The Surpluss, whichever applicable.
- h) Maybank may disqualify/reject any Eligible Customer who does not comply with the terms and conditions stated herein and/or are found or suspected to be tampering with the Campaign and/or its process or the operations of this Campaign which includes fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.
- i) These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

For information, enquiries, feedback and/or complaints related to this Campaign, please contact Maybank's Customer Care hotline at 1 300 88 6688 or +603 7844 3696. Alternatively for feedback and/or complaints, Eligible Customers may choose to e-mail Maybank via the feedback form at Maybank2u website [www.maybank2u.com.my](http://www.maybank2u.com.my).