

Specific Terms and Conditions for Mudarabah Investment Account Zest-i Effective 1st April 2021

A. PRIZE DRAW

1. Eligibility

- 1.1. All customers All customers (“Account Holders”) who hold new or existing Mudarabah Investment Account Zest-i (previously known as net Account-i) (“Account”) (who may consist of individuals or joint account holders) are eligible to participate in the Prize Draw.
- 1.2. Only active accounts will be entitled to participate in the Prize Draw. Active account is defined as account with banking transactions for a period of three (3) continuous months or such period as determined by the Bank at its discretion. Dormant accounts shall not be entitled to participate in the Prize Draw.
- 1.3. Accounts of deceased customers and accounts which have been frozen are not entitled to participate in the Prize Draw. Frozen Account is defined as the accounts which have been restricted or suspended by the Bank for any transactions being carried out including withdrawal of monies (in full or for an earmarked amount), acceptance of deposit or clearance or cheques presented on the account more particularly described in Clause K.3 of the Terms & Conditions Governing Mudarabah Investment Account(s) for Islamic Banking.
- 1.4. For Joint Account Holders, only the primary Account Holder will qualify to participate in the Prize Draw.
- 1.5. Employees of Maybank Group and its subsidiaries, including Maybank Islamic Berhad (“the Bank”) who are Account Holders are allowed to participate in the Prize Draw, except employees that are directly involved in the Winners selection process for the Prize Draw.

2. Mechanics

2.1. Prize Draw Categories

- I. Eligible Account Holders who fulfil the Prize Draw criteria of either one of the following categories shall earn 1 entry or multiple entries to the respective Prize Draw category:

a) The “Monthly Prizes” category

Category	Criteria
Monthly Prizes	<ol style="list-style-type: none"> a. 1 entry will be given with each incremental Average Daily Balance (“ADB”) growth of RM200 for the respective month; and b. Minimum Month End Balance of RM200.

b) The “Quarterly Prizes” Category

Category	Criteria
Quarterly Prizes	<ol style="list-style-type: none"> a. 1 entry will be given with each incremental Average Daily Balance (“ADB”) growth of RM300 for the respective month; and b. Maintain a minimum Month End Balance of RM300 before the end of Qualifying Period for Quarterly Prizes.

c) The “Half Yearly Prizes” Category

Category	Criteria
Half Yearly Prizes	a. 1 entry will be given with each incremental Average Daily Balance (“ADB”) growth of RM400 for the respective month; and b. Maintain a minimum Month End Balance of RM400 before the end of Qualifying Period for Half Yearly Prizes.

d) The “Grand Prize” Category

Category	Criteria
Grand Prize	a. 1 entry will be given with each incremental Average Daily Balance (“ADB”) growth of RM500 for the respective month; and b. Maintain a minimum Month End Balance of RM500 before the end of Qualifying Period for Grand Prize.

II. Definition of “Qualifying Period” shall be termed as the period of 1st April 2021 to 31st December 2021. Any prizes awarded to winners prior to the Qualifying Period is deemed as *hibah* (gift) at the Bank’s discretion.

III. Incremental ADB in the Account refers to the difference in the ADB during the respective month as compared to the ADB in the Account for the previous month (“Baseline”).

IV. Definition of “Baseline” shall be termed as below :

NO	CUSTOMER TYPE	BASELINE (RM)
1.	New Account Holders of Zest-i	Baseline shall be RM 0
2.	Existing Account Holders of Zest-i	Baseline shall be Average Daily Balance (ADB) of the previous month

V. Definition of “Average Daily Balance” shall be termed as below :

NO	CUSTOMER TYPE	DETAILS
1.	New Account Holders	For Accounts opened during the respective month, the ADB for the respective month in which the account was opened is determined by computing the sum of every day-end balance from the day opened to the last day of calendar month.
2.	Existing Account Holders	For Accounts opened before the respective month, the ADB in the Account for the respective month is determined by computing the sum of every day-end balance in the Account in that calendar month divided by the number of days in that month.

2.2. The table below provides some illustrations on how the Prize Draw entries may be earned:

DATE	PARTICULARS	PRIZE DRAW ENTRY
<u>Scenario 1 - "Monthly Prizes" Category</u> Customer A is a new customer who opened a Zest-i as at 1 May 2021.		
1 May 2021	Customer A places RM5,000 into his Zest-i.	I. <u>Incremental Average Daily Balance (ADB)</u> • ADB for May 2021 $= [(19 \text{ days} \times \text{RM}5,000) + (10 \text{ days} \times \text{RM}6,000) + (1 \text{ day} \times \text{RM}4,000) \div 31 \text{ days}]$ $= (\text{RM}95,000 + \text{RM}60,000 + \text{RM}4,000) \div 31 \text{ days}$ $= \text{RM}5,129.03$ • Baseline = RM 0 • Incremental ADB $= \text{RM}5,129.03 - \text{RM}0$ $= \text{RM}5,129.03$ • Entries for May 2021 $= \text{RM}5,129.03 \div \text{RM}200$ $= \mathbf{26 \text{ entries}}$ II. <u>Month End Balance</u> • Month End Balance for May 2021 $= \text{RM}5,000 + \text{RM}1,000 - \text{RM}2,000$ $= \text{RM}4,000$ • Hence, above minimum Month End Balance of RM200.
20 May 2021	Customer A places RM1,000 into his Zest-i	
31 May 2021	Customer A withdraws RM2,000 from his Zest-i	

DATE	PARTICULARS	PRIZE DRAW ENTRY
<p><u>Scenario 2 - "Monthly Prizes" Category</u> Customer B is an existing Customer. For the month of March 2021, he has ADB of RM 5,000 and Month End Balance of RM 4,000 in Zest-i.</p>		
1 April 2021	Customer B places RM 4,500 into his Zest-i	<p>I. <u>Incremental Average Daily Balance (ADB)</u></p> <ul style="list-style-type: none"> • ADB for April 2021 = [(21 days x RM9,500) + (9 days x RM 9,000) ÷ 30 days] = RM 9,350 • Baseline = RM 5,000 • Incremental ADB = RM9,350- RM 5,000 = RM 4,350 • Entries for "Monthly Prizes" category for April 2021 = RM 4,350 ÷ RM200 = <u>21 entries</u>
22 April 2021	Customer B withdraws RM500 from his Zest-i	<p>II. <u>Month End Balance</u></p> <ul style="list-style-type: none"> • Month End Balance for September 2019 = RM 4,000 + RM 4,500 - RM 500 = RM 8,000 <p>Hence, above minimum Month End Balance of RM200.</p>

DATE	PARTICULARS	PRIZE DRAW ENTRY
<p><u>Scenario 3 - “Quarterly” and “Grand Prize” Category</u> Customer C is a new customer who opened Zest-i on 1st October 2021.</p>		
1 October 2021	Customer C places RM 15,000 into his Zest-i.	I. <u>Incremental Average Daily Balance (ADB)</u>
20 October 2021	Customer C places RM 1,000 into his Zest-i	<p>a) October 2021</p> <ul style="list-style-type: none"> • ADB for October 2021 = [(19 days x RM15,000) + (10 days x RM16,000) ÷ 31 days] = (RM 285,000 + RM160,000) ÷ 31 days = RM14,354.84
30 November 2021	No recorded withdrawals from Zest-i since last transaction on 20 October 2021	<ul style="list-style-type: none"> • Baseline = RM 0 • Incremental ADB = RM14,354.84 - RM 0 = RM 14,354.84
16 December 2021	Customer C places RM 10,000 into his Zest-i.	<ul style="list-style-type: none"> • Entries for “<u>Monthly Prizes</u>” category for October 2021 = RM 14,354.84 ÷ RM200 = <u>71 entries</u> <p>b) November 2021</p> <ul style="list-style-type: none"> • ADB for November 2021 = [(30 days x RM 16,000) ÷ 30 days] = RM16,000 • Baseline November 2021 = RM 14,354.84 • Incremental ADB = RM 16,000 - RM 14,354.84 = RM 1,645.16 • Entry for “Monthly Prizes” category for November 2021 = RM 1,645.16 ÷ RM 200 = <u>8 entries</u> <p>c) December 2021</p> <ul style="list-style-type: none"> • ADB for December 2021 = [(15 days x RM16,000) + (16 days x RM26,000)] ÷ 31 days = (RM240,000 + RM416,000) ÷ 31 days = RM21,161.29 • Entry for “Monthly Prizes” category for December 2021 = RM21,161.29 ÷ RM 200 = <u>105 entries</u>

		<p>d) Quarterly Draw Entries Calculation</p> <ul style="list-style-type: none"> • ADB for the Quarter (October - December 2021) $= [(19 \text{ days} \times \text{RM}15,000) + (10 \text{ days} \times \text{RM}16,000) + (30 \text{ days} \times \text{RM} 16,000) + (15 \text{ days} \times \text{RM}16,000) + (16 \text{ days} \times \text{RM}26,000)] \div 92 \text{ days}$ $= (\text{RM} 285,000 + \text{RM}160,000 + \text{RM}480,000 + \text{RM}240,000 + \text{RM}416,000) \div 92 \text{ days}$ $= \text{RM}1,581,000 \div 92 \text{ days}$ $= \text{RM}17,184.78$ <ul style="list-style-type: none"> • Entry for “Quarterly Prizes” category $= \text{RM}17,184.78 \div \text{RM}300$ $= \underline{\underline{57 \text{ entries}}}$ <p>e) Half Yearly Draw Entries Calculation</p> $= [(19 \text{ days} \times \text{RM}15,000) + (10 \text{ days} \times \text{RM}16,000) + (30 \text{ days} \times \text{RM} 16,000) + (15 \text{ days} \times \text{RM}16,000) + (16 \text{ days} \times \text{RM}26,000)] \div 184 \text{ days}$ $= (\text{RM} 285,000 + \text{RM}160,000 + \text{RM}480,000 + \text{RM}240,000 + \text{RM}416,000) \div 184 \text{ days}$ $= \text{RM}1,581,000 \div 184 \text{ days}$ $= \text{RM}8,592.39$ <ul style="list-style-type: none"> • Entry for “Half Yearly Prizes” category $= \text{RM}8,592.39 \div \text{RM}400$ $= \underline{\underline{21 \text{ entries}}}$ <p>f) Grand Prize Draw Entries Calculation</p> $= [(19 \text{ days} \times \text{RM}15,000) + (10 \text{ days} \times \text{RM}16,000) + (30 \text{ days} \times \text{RM} 16,000) + (15 \text{ days} \times \text{RM}16,000) + (16 \text{ days} \times \text{RM}26,000)] \div 365 \text{ days}$ $= (\text{RM} 285,000 + \text{RM}160,000 + \text{RM}480,000 + \text{RM}240,000 + \text{RM}416,000) \div 365 \text{ days}$ $= \text{RM}1,581,000 \div 365 \text{ days}$ $= \text{RM}4,331.51$ <ul style="list-style-type: none"> • Entry for “Half Yearly Prizes” category $= \text{RM}4,331.51 \div \text{RM}500$ $= \underline{\underline{8 \text{ entries}}}$
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3. Prizes and Winners

- 3.1. Eligible Account Holder is only entitled to a maximum of: -
- I. One (1) prize under “Monthly Prize” category per month; and/or
 - II. One (1) prize under “Quarterly Prize” category per Qualifying Period.
 - III. One (1) prize under “Half Yearly Prize” category per Qualifying Period.
 - IV. One (1) prize under “Grand Prize” category per Qualifying Period.
- 3.2. The Draw will be carried out within 30 business days after the end of each calendar month within the Qualifying Period or any other period as may be determined by the Bank.
- 3.3. All prize winners will be notified on a monthly basis via Maybank’s website at www.maybank2u.com.my and/or through any other means whichever the Bank considers appropriate. For Joint Account, only primary Account Holder will be notified.
- 3.4. The monthly winners will not eligible for the next following three (3) months monthly draw. However, monthly winners will still eligible for Quarterly, Half Yearly and Grand Prize draw.
- 3.5. The Bank’s decision on all matters relating to the selection of winners and prizes shall be final, conclusive and binding on the Account Holder and no further correspondence and/or appeal to dispute the Bank’s decision shall be entertained.
- 3.6. All winning prizes will be published via Maybank’s website at www.maybank2u.com.my. The Bank has the right to replace the prize for any item at its discretion of equivalent value depending on the availability of the stock.
- 3.7. The prize is not redeemable or exchangeable for any other items or cash. Prize Winners must accept the prize “as it is” and must acknowledge that the Bank shall not be held responsible in the value of the prizes due to the variation of prices in the market during the prizes redemption/collection by them at the time stipulated by the Bank.
- 3.8. Any claim for the prizes must be made within 12 months from the date of the Bank’s announcement.
- 3.9. In the event that the winner passed away after the notification of the prize winner, the heirs, legal representative, and/or administrator of the deceased may claim the prize within 12 months from the date of the notification, failing which, the Bank have the discretion to deal with the prize including to re-draw and/or elect any other person as the prize winner whichever the Bank considers appropriate.
- 3.10. The image of the prizes (if any) in any brochure, marketing or campaign material relating to the Prize Draw is for illustrative purposes only.
- 3.11. The prize(s) does/do not include any accessories or items shown in any advertisements and/or promotional materials as they are for illustrative purpose only.

- 3.12. The Bank accepts no responsibility for any tax responsibilities that may arise from the prizes or the use thereof. Any tax filing obligation or tax payment (if any) due to any tax authority as a result of receipt of the prizes remains the sole responsibility of the Prize Winners. It is the responsibility of the Prize Winners to seek an independent tax advice on the possible tax responsibilities to their financial situations.
- 3.13. The Bank is not the supplier of the prizes and makes no warranty or representation as to the quality, merchantability and/or the fitness for purpose of the prizes provided and shall not be responsible for any defect or any other loss or damage that may be suffered in connection with the prizes. Any dispute over the prizes provided by the merchant should be resolved directly between Winners and the merchants.
- 3.14. Fulfilment of the prizes will be executed within 90 business days of the following month from the Winners selection period or such date(s) as may be determined by the Bank in its discretion.
- 3.15. The Bank has the discretion to review the criteria, eligibility, entry requirement and frequency of the draw from time to time as the Bank considers appropriate with twenty-one (21) calendar days prior notice.

4. General Terms and Conditions

- 4.1 By opening the Account, the Eligible Account Holders agree and consent to allow his/ her personal data being collected, processed and used by the Bank in accordance with Maybank Privacy Notice, which may be viewed on www.maybank2u.com.my (“Maybank’s Privacy Notice”).
- 4.2 In addition and without prejudice to the terms in the Maybank’s Privacy Notice, the Account Holders agree and consent to his/her personal data or information being collected, processed and used by the Bank for: -
 - a) The purposes of the Prize Draw; and
 - b) Marketing and promotional activities conducted in such manner as the Bank believes to be 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 Account Holders. 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, Eligible Account Holders agree to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of the Bank in relation to the Prize Draw
- 4.3 The Bank reserves the rights to withdraw, cancel, suspend, extend or terminate the Prize Draw earlier in whole or in part as the Bank may deem fit. The Bank also reserves the right to vary, supplement, delete, amend or modify any of these Specific Terms and Conditions from time to time by giving at least minimum of twenty one (21) calendar days prior notice and the notice shall be posted at www.maybank2u.com.my or through any other channel or channels that the Bank may deem as appropriate and thereupon 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 these Specific Terms and Conditions.

- 4.4 By participating in the Prize Draw, the Eligible Account Holders are deemed to have read, understood and agreed to be bound by these Specific Terms and Conditions and agree that any and all decisions made by the Bank in relation to the Prize Draw shall be final and conclusive.
- 4.5 All Eligible Account Holders shall be personally liable for all taxes, rates, government fees or any other charges that may be levied against them under the applicable laws, if any.
- 4.6 The Specific Terms and Conditions shall be supplemental to the General Terms and Conditions Governing Mudarabah Investment Account for Islamic Banking. The Specific Terms and Conditions shall prevail over any provisions or representatives contained in any promotional materials (including without limitation printed posters or leaflets) advertising the Account.
- 4.7 The Bank shall not be liable to any Eligible Account Holders for any loss or damage or whatsoever nature suffered by the Eligible Account Holders or any other party (including but not limited to, loss of income, profits or goodwill) howsoever arising, in relation to participation in the Prize Draw.
- 4.8 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 Account Holders resulting directly or indirectly from the Eligible Account Holders' participation in the Prize Draw due to any act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of the Bank.
- 4.9 The Specific Terms and Conditions shall be governed by the laws of Malaysia and subject to the exclusive jurisdiction of the Malaysian courts.