

## TERMS & CONDITIONS

### Maybank SMS Flexi Pay with Points Campaign - by invitation

1. The Maybank **SMS Flexi Pay with Point ("Campaign")** is a payment process ("**Pay With Point**") which allow Maybank Credit Card/Credit Card-i or Charge Card Cardmembers to pay for the purchases of goods/services with their TreatsPoints or Membership Rewards Points made available by Malayan Banking Berhad (196001000142) ("**Maybank**") and Maybank Islamic Berhad (200701029411) ("**Maybank Islamic**") (collectively referred to as "**Maybank**") and shall be subject to these Terms and Conditions. By participating in the Campaign, the Eligible Cardmembers (as defined below) expressly agree to be bound by these Terms and Conditions and any decisions made by Maybank with respect to the Campaign shall be final and binding.
2. The Campaign commences on 3 February until 31 December 2021 (both dates inclusive) ("**Campaign Period**") unless notified otherwise for Maybank and/or Maybank Islamic's Cardmembers by invitation basis through Short Message System ("**SMS**").
3. **Eligibility & Participation**
  - 3.1 This Campaign is opened to the following Principal Cardmembers whose cards are earning TreatsPoints or Membership Rewards™ Points:
    - All Principal Cardmembers of Mastercard®, Visa, American Express® Charge /Credit Cards issued by Maybank and/or Maybank Islamic Malaysia
    - Airmiles redemption Cardmembers
  - 3.2 The Cardmembers account must be valid, in good standing, not closed, cancelled or terminated by Maybank and have sufficient points for Cardmembers to be eligible to redeem the TreatsPoints or Membership Rewards™ Points.
  - 3.3 The Cardmembers that are not eligible to participate in this Campaign:
    - a. Cardmembers of Singapore Airlines KrisFlyer American Express Gold Credit Card.
    - b. Cardmembers of Maybank/Maybank Islamic World MasterCard Cardmembers (eligible to redeem for the Malaysia Airlines Frequent Flyer Enrich Miles only).
    - c. Cardmembers of Maybank American Express Cash Back Gold (eligible to earn Cash Back only).
    - d. Cardmembers of Maybank FC Barcelona Visa Signature (eligible to earn Cash Back only).
    - e. Cardmembers of Maybank Grab Mastercard Platinum Credit Card
    - f. Cardmembers of American Express Corporate Cardmembers
    - g. Cardmembers of Maybank Commercial/ Corporate Cards;
    - h. Cardmembers whose Maybank Mastercard/ Visa/ American Express Credit Card/Credit Card-i or Charge Card account(s) is delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardmember Agreement during the Campaign Period;
  - 3.4 To be eligible, Cardmembers must have a minimum available 150,000 points in their cards account, AND have made a minimum purchases for goods or services of RM300 and above.

- 3.5 Cardmembers are not allow to combined TreatsPoints and Membership Rewards to pay for the Eligible transactions.

#### 4. The Mechanic

- 4.1 A SMS will be sent to eligible Cardmembers and Cardmembers accept the invitation by replying to the SMS to 66628.
- 4.2 Eligible Cardmembers shall be responsible to pay the standard SMS charges levied by their respective Telecommunication Company (“Telco”) for each SMS replied to the designed number “66628” under the Campaign.
- 4.3 Upon successful redemption, the TreatsPoints/Membership Rewards Points will be deducted from Cardmembers card account. The equivalent redeemed amount in Ringgit Malaysia (RM) will be credited into Cardmember’s card account and reflected in statement of account.
- 4.4 By replying to the SMS, Cardmembers expressly indicate acknowledge and acceptance of the terms and conditions applicable to the Campaign
- 4.5 A submitted request for the Flexi Pay with Points transaction is deemed as final and cannot be changed, cancelled or refunded. The points in a submitted request may not be returned to Cardmembers in the case of fraud or manifest error (for example, unauthorized transactions or fraudulent or wrong entries).
- 4.6 In the case of valid disputes, and in the event the disputed transaction is reversed, the redeemed amount (not the TreatsPoints or Membership Rewards Points) will be debited back to the Cardmember’s account in RM.

#### 5. Qualified Purchase / Eligibility Transaction

- 5.1 (“**Qualified Purchases**”) means the purchase of any goods or services (local or international) with the use of the Maybank Credit Card and may include,
- a. Retail purchases of goods/services of a minimum RM 500 per transaction and above;
  - b. including transaction posted in the Cardmembers monthly credit card statement and confirmed unbilled transactions;
- 5.2 Any card transaction as may be determined based on Maybank’s discretion except for the following transactions:
- a. Instalments paid under Maybank's Flexi Payment Plan, EzyPay Plus transactions registered
  - b. Card transactions made before or after the Campaign Period, EzyCash, Balance Transfer, and Cash Advance. For the avoidance of doubt, EzyPay Plus is not exempted;
  - c. any disputed, cancelled, refunded, unauthorized or fraudulent purchase transactions;
  - d. Payment of Maybank Credit Card Annual Fee and
  - e. Interest payments/late payment charges, fees, charges for cash withdrawals, any taxes imposed by law and any other form of service/miscellaneous fees

## 6. General Terms & Conditions

1. SMS sent by Eligible Cardmembers to 66628 for registration purpose shall be deemed as consent to participate in the Campaign. By participating in the Campaign, Eligible Cardmembers:
  - (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 based on local date and time 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 Purchases 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 during and after 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 access Maybank website at [www.maybank2u.com.my](http://www.maybank2u.com.my) and/or [www.americanexpress.com.my](http://www.americanexpress.com.my) to view the terms and conditions and are deemed to have agreed with any changes or variations the Terms and Conditions herein and seek clarification from Maybank should any of the Terms and Conditions be not fully understood;
  - (h) 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 the Campaign.

## 2. Maybank Privacy Notice

- 2.1 By participating in this Campaign, 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.maybank2u.com.my](http://www.maybank2u.com.my) ("Maybank's Privacy Notice.").
- 2.2 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 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 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. 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 Cardmembers agrees to co-operate and in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.

3. Maybank reserves the right to:

- 3.1 disqualify any eligible Cardmembers at its 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;
- 3.2 forfeit the TreatsPoints or Membership Rewards Points in the event there is reversal of Qualified Spend or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the Terms and Conditions herein;
- 3.3 Maybank reserves the right to 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 (including to modify the criteria for eligible Transaction(s)), wholly or in part at its discretion, by way of posting on [www.maybank2u.com.my](http://www.maybank2u.com.my) ("**Maybank Website**") and/or in other methods which Maybank deems practical, by giving twenty one (21) days prior notice to Cardmembers on such addition, deletion or amendment of the terms and conditions or termination of the Campaign. Any variation (of any of the Terms and Conditions stated herein) shall be binding on the Eligible Cardmembers;
- 3.4 By participating in this Campaign, the Eligible Cardmembers is encouraged to access the Maybank website to view the Terms and Conditions as a way of keeping updated on any changes or variations to the same;
- 3.5 Maybank may at its discretion disqualify/reject any Eligible Cardmembers who does not comply with the Terms and Conditions stated herein and/or is found or has been suspected of tampering with the Campaign and/or its process or the operation of this Campaign. Tampering shall include fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign;
4. Maybank and any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for the purposes of the Campaign) shall not be liable and responsible for:
  - 4.1 any failure or delay in transmission of sales transactions by Visa International Incorporated, MasterCard Worldwide, American Express, merchant establishments or any party which may result in the Cardmembers not being able to participate in this Campaign;
  - 4.2 any direct, indirect, special or consequential loss, damage or injury in any manner whatsoever suffered by Eligible Cardmembers (including but not limited to, loss of income, profits or goodwill) arising from or in connection with the Campaign and
  - 4.3 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, pandemic or any event beyond the reasonable control of Maybank.
5. 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.
6. In addition to the terms stipulated above, Principal Cardmembers agree that the general terms and conditions in the Maybank/Maybank Islamic Credit Card Agreement shall be read together with these Terms and Conditions as an entire agreement.

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