

## Top Up Payroll Biz Campaign (“Campaign”) Terms & Conditions

This Campaign is organised by Malayan Banking Berhad (“Maybank”). By participating in this Campaign, the Eligible Participants hereby expressly agree to be bound by these Terms & Conditions and the decisions made by Maybank. This Campaign commences from 1<sup>st</sup> August 2019 to 31<sup>st</sup> January 2020 (“Campaign Period”).

### Definition

“Maybank”	means Malayan Banking Berhad, a company incorporated in Malaysia and having its registered office at 14 <sup>th</sup> Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur.
“Campaign”	means the New Top Up Payroll Biz Campaign.
“Campaign Period”	means the period from 1 August 2019 until 31 January 2020, both dates inclusive.
“Eligible Account(s)”	means any customer fulfilling the requirements in Clause 2.
“Payroll Account”	means the account that customers use to debit the payroll amount
“Active in Payroll Transaction”	means customers that performed payroll transaction for the month during campaign period via selected payroll platforms i.e M2uBiz Bulk Payment, Maybank Autocredit (MAS) and M2e Regional Cash Management System.

### Eligibility

1. This Campaign is opened to the following:
  - a) New and existing Maybank business customers under the Small Medium Enterprise (“SME”) and Business Banking (“BB”) that are active in payroll transaction comprising of sole-proprietorships, partnerships, private limited companies, societies and professional bodies.

## Campaign Mechanics

### Campaign Interest

2. Eligible Participants shall earn the interest (“Campaign Interest”) on the incremental average daily balance (“Incremental ADB”) in the Payroll Account for each respective month during the Campaign Period.
3. Incremental ADB in the Account refers to the difference in the Average Daily Balance (ADB) during the Campaign Period as compared to the ADB in the Account for the month of July 2019 (“Baseline”).

#### 4.1 Baseline

- |                        |  |
|------------------------|--|
| i) New customers       | : Baseline = ADB would be consider zero.               |
| ii) Existing customers | : Baseline = Average Daily Balance (ADB) of July 2019. |

#### 4.2 Average Daily Balance (ADB)

- |                        |   |
|------------------------|---|
| i) New customers       | : For Accounts opened during the Campaign Period, 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 divided by the number of days in that month. |
| ii) Existing customers | : For Accounts opened before the Campaign Period, 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 month divided by the number of days in that month.   |

4. Incremental ADB must be more than RM50,000 and a maximum of RM1,000,000.00 for the Account.
5. Additional qualifier where customer must maintain minimum month end balance of RM50,000.
6. For the purpose of this Campaign, the Campaign Interest rates applicable on the incremental average daily balance during the Campaign Period are as follows:-

Incremental ADB (RM)	Campaign Interest Rate
> 50,000 to 250,000	0.90% p.a
> 250,000 to 1,000,000	1.20% p.a

Note:

- <sup>1</sup> Campaign interest is calculated based on Incremental ADB.
- <sup>2</sup> The rates may be revised accordingly to reflect the changes of the Overnight Policy Rate (OPR) set by Bank Negara Malaysia.

Formula for bonus interest rate calculation:

$$\frac{\text{Incremental ADB} \times \text{Campaign Interest Rate} \times \text{No. of Participating Days}}{\text{^No of Days in a Year}}$$

Formula for average daily balance (ADB):

Average Daily Balance (ADB) in the Account for each month is determined by computing the sum of every day-end balance in the Account in that month divided by the number of participating days in that month.

$$\text{Daily Average Balance} = \frac{\text{Sum of 1 month Daily End of day balances in the Eligible Account}}{\text{Number of days in a month}}$$

^Leap year = 366 years, Non-leap years = 365 days

Others:

7. Treatment of Eligible Participants with Multiple Payroll Accounts.
  - a. For Participants that have multiple active payroll accounts, the Campaign Interest will be paid to the Account that meet the Campaign criteria as per item 6.
8. Only active Accounts shall be eligible. Dormant Accounts shall not be considered.
9. Campaign Interest will be credited to the Account within 60 business days after a completed month or on such other date as determined by Maybank. In the event that the Account is closed before the Campaign Interest is credited, no Bonus Interest shall be paid to the Account Holder.
10. After the Campaign Period, no Campaign Interest shall be awarded to the Account.
11. Eligible Participants may be entitled for the Campaign Interest in one of the calendar months, but may not be entitled for Campaign Interest in the following month due to non-fulfilment of any eligibility criteria for the interest.
12. Eligible Participants whose accounts have been suspended from carrying out any transactions out of or into their account or whose accounts have been frozen due to any Court Orders including Court Order made pursuant to the Anti-Money Laundering, Anti-Terrorism Financing and Proceeds of Unlawful Activities Act 2001 and/or whose accounts have been under overdrawn status shall not be entitled for Campaign Interest.

General

- a) Maybank shall not be responsible or held liable in any manner whatsoever in respect of technical failures of any kind whatsoever, intervention, interruptions and/or electronic or human error in the administration and/or processing of the transaction performed via the website and/or the determination of the Eligible Participants' eligibility for the Campaign Interest.
- b) Maybank reserves the right to 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 prior notice thereof, the notice of which shall be posted through Maybank2u website at [www.maybank2u.com](http://www.maybank2u.com) or through any other channel or channels that Maybank may deem as appropriate.

- c) By participating in this Campaign, Eligible Participant agrees to access to Maybank website at [www.maybank.com.my](http://www.maybank.com.my) on a regular basis to view the terms and conditions herein and to ensure that they are kept-up-to-date with any changes or variations made to the terms and conditions herein.
- d) For the avoidance of doubt, the alteration, shortening, cancellation, suspension or termination by Maybank shall not entitle the Eligible Participant or any other persons whatsoever to any claim or compensation against Maybank for any losses or damages suffered or incurred as a direct or indirect result of the act of alteration, shortening, cancellation, suspension or termination.
- e) By participating in this Campaign, Eligible Participant agrees to be bound by the terms and conditions herein set forth including any amendment thereto.
- f) In no event shall 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 this Campaign) be liable to Eligible Participant in this Campaign for any direct, 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.
- g) Maybank shall not be responsible and / or liable nor shall it accept any form of liability in whatsoever nature and howsoever arising or suffered by Eligible Participant resulting directly or indirectly from the participation in this Campaign or otherwise. Furthermore, Maybank shall not be liable for any default of its obligation under this 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.
- h) Maybank may at its discretion disqualify/reject any Eligible Participant who does not comply with the terms and conditions stated herein and/or found or 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.

- i) By participating in this Campaign, Eligible Participants agree and consent to their personal data being collected, processed and used by Maybank in accordance with Maybank's Privacy Notice, which may be viewed on Maybank's website at [www.maybank.com.my](http://www.maybank.com.my) ("Maybank's Privacy Notice").
- j) Eligible Participants also agree and consent to such details including without limitation personal data or information being processed and used by Maybank for:
  - (i) the purposes of the Campaign;
  - (ii) 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 Participant. 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 Participant 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.
- k) These terms and conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

## Appendix 1

### Sample 1 :

Interest earned for an account with Incremental ADB balance of **RM250,000** is as follows:-

Range	Interest Rate (p.a.)	Calculation	Interest Earned (RM)	Campaign Type
First RM50,000	0.00%	First RM50,000 Incremental ADB x 0.00% x 30/365*	-	Top Up Biz Payroll (Multi Tier)
>RM50,000 to RM250,000	0.90%	Max. RM250,000 Incremental ADB x 0.90% x 30/365*	184.93	
<b>Total Interest Earned</b>			<b>184.93</b>	

### Sample 2 :

Interest earned for an account with Incremental ADB balance of **RM1.0 Mil** is as follows:-

Range	Interest Rate (p.a.)	Calculation	Interest Earned (RM)	Campaign Type
First RM50,000	0.00%	First RM50,000 Incremental ADB x 0.00% x 30/365*	-	Top Up Biz Payroll (Multi Tier)
>RM50,000 to RM250,000	0.00%	Max. RM250,000 Incremental ADB x 0.00% x 30/365*	-	
>RM250,000 to RM1,000,000	1.20%	Max RM1,000,000 Incremental ADB x 1.20% x 30/365*	986.30	
<b>Total Interest Earned</b>			<b>986.30</b>	

### Sample 3 :

Interest earned for an account with Incremental ADB balance of **RM2.0 Mil** is as follows:-

Range	Interest Rate (p.a.)	Calculation	Interest Earned (RM)	Campaign Type
First RM50,000	0.00%	First RM50,000 Incremental ADB x 0.00% x 30/365*	-	Top Up Biz Payroll (Multi Tier)
>RM50,000 to RM250,000	0.00%	Max. RM250,000 Incremental ADB x 0.00% x 30/365*	-	
>RM250,000 to RM1,000,000	1.20%	Max RM1,000,000 Incremental ADB x 1.20% x 30/365*	986.30	
<b>Total Interest Earned</b>			<b>986.30</b>	