

2019 Maybank Year End Super Reward Campaign - Terms and Conditions

1. The “2019 Maybank Year End Super Reward Campaign” (“**Campaign**”) commences on **15 September 2019 at 12:00AM MYT until 29 February 2020 at 11:59PM MYT** (both dates inclusive) unless notified otherwise (“**Campaign Period**”) eligible for Maybank and/or Maybank Islamic **Mastercard Card** except Maybank Debit Card(s) and Maybank Prepaid Card(s)
2. The “2019 Maybank Year End Super Reward Campaign” (“**Campaign**”) commences on **1 October 2019 at 12:00AM MYT until 29 February 2020 at 11:59PM MYT** (both dates inclusive) unless notified otherwise (“**Campaign Period**”) eligible for Maybank and/or **Maybank Islamic Visa or American Express Card** except Maybank Debit Card(s) and Maybank Prepaid Card(s)
3. These are the terms and conditions applicable to the Campaign (“Terms and Conditions”).

4. Eligibility

- 4.1 This Campaign is open to all new and existing Cardmembers of Maybank and/or Maybank Islamic Mastercard, Visa or American Express Card except Maybank Debit Card(s) and Maybank Prepaid Card(s) (“**Maybank Cards**”) issued by Malayan Banking Berhad (Co. No. 3813-K) or Maybank Islamic Berhad (Co. No. 787435-M) (collectively referred to as “Maybank”) who have successfully registered for the Campaign via SMS (“**Eligible Cardmembers**”).
- 4.2 The following persons are NOT eligible to participate in the Campaign:
 - a) Cardmembers whose Maybank Card account(s) status is delinquent, suspended, cancelled or in breach of any Terms and Conditions and/or Cardmember Agreement during the Campaign Period;
 - b) Cardmembers of Maybank Cards who are in default of any facility granted by Maybank at any time;
 - c) Cardmembers of Maybank Commercial/ Corporate Cards; and
 - d) Permanent and contract employees of Cards Marketing Department of Maybank Malaysia and Regional Cards Marketing Department.
- 4.3 For avoidance of doubt, permanent and contract employees of Maybank (other than Cards Marketing Department of Maybank and Regional Cards Marketing Department) and/or vendors, suppliers, advertising and promotion agencies for the Campaign are eligible to participate in the Campaign and stand to win the Consolation/ Bonus Prize only.

5. SMS Registration

- 5.1 Registration for the Campaign is done on a one-time basis by using any of the registered telecommunication companies’ (“**Telco**”) number and must be made by the Principal Cardmember within the Campaign Period as below:
 - (a) For Malaysian Principal Cardmembers, Type **WIN** <space> **12-digit NRIC Number without spacing** and send to **66628** (E.g. WIN 810721106658); or
 - (b) For non-Malaysian Principal Cardmembers, type **WIN** <space> **Passport Number without spacing** and send to **66628** (E.g. WIN B123456)

- 5.2 Principal Cardmembers with multiple Maybank Cards are only required to register once within the Campaign Period to be eligible to participate in the Campaign.
- 5.3 Eligible Cardmembers shall be responsible to pay the standard SMS charges levied by their respective Telco for each registration SMS sent to the designated number “66628” under the Campaign.
- 5.4 Cancellation and/or change of any details will not be accepted after the registration SMS has been successfully sent to 66628.
- 5.5 Eligible Cardmembers are solely responsible to ensure that the details in the registration SMS sent to 66628 are complete, accurate, and within the Campaign Period; failing which, the registration SMS will not be processed and deemed invalid or unsuccessful.
- 5.6 Proof of an SMS sent to 66628 by Eligible Cardmembers shall not be considered as successful SMS registration unless the Eligible Cardmember receives a confirmation SMS from 66628; such confirmation SMS will be sent to the same mobile phone number used for registration subject to the SMS traffic on the respective Telco’s network. The confirmation SMS is automatically generated to confirm receipt of a successful registration and shall not be deemed as notification that the Eligible Cardmember has been confirmed as a Winner of any Prize whatsoever.
- 5.7 Maybank reserves the right to disqualify any registration SMS sent to 66628 due to reason(s) including, but not limited to duplicate registration, invalid NRIC / passport number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period without assigning any reason thereof and shall not be liable for such disqualification.
- 5.8 Maybank is not responsible for nor does Maybank have any control on the SMS traffic, network failure and/or interruptions on the part of the respective Telco or Maybank’s SMS vendor or for any other reason(s) whatsoever during the process of registration SMS sent to 66628 or confirmation SMS sent from 66628 to Eligible Cardmembers which may result in the delay of the SMS registration during the Campaign Period.
- 5.9 SMS service is provided and supported by the service provider appointed by Maybank, i.e. Macro Kiosk Berhad.

6. Qualifying Entries

- 6.1 Upon successful SMS registration, Eligible Cardmembers need to meet the Spending Requirement (“Qualified Spend”) in order to earn Qualifying Entries and stand to win the Prizes as illustrated below:

6.1.1 Qualifying Entries for Local Spend- 4 Mercedes Cars, Mercedes –Benz Driving Experience (MBDE) :

Qualifying Entries	Spend Requirement
1x Entry	<ul style="list-style-type: none"> • Every RM100 single transaction on local retail/e-commerce
10x Entries	<ul style="list-style-type: none"> • Every RM1,000 accumulative on EzyPay spend
10x Entries	<ul style="list-style-type: none"> • New – to – Bank Principal Maybank and/or Maybank Islamic Mastercard, Visa or American Express Card

	approved with minimum RM100 spend within 60 days
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6.1.2 Qualifying entries for Local Spend - American Express 5% dining and retail Cash Back

Qualifying Entries	Spend Requirement
1x Entry	<ul style="list-style-type: none"> Every RM100 single transaction on dining or retail cash back

6.1.3 Qualifying entries for Overseas Spend – Europe Tour Holiday Package, Olympics Nation tour Holiday Package and Cash Back:

Qualifying Entries	Spend Requirement
1x Entry	<ul style="list-style-type: none"> Every RM100 single transaction on overseas retail/e-commerce

6.2 For avoidance of doubt:

- a) Supplementary spending will be accumulated to Principal Cardmember.
- b) Only Principal Cardmember is eligible for the Campaign.
- c) **“New-to-Bank”** Principal Cardmembers herein refers to :
 - Never previously Principal Maybank/Maybank Islamic Mastercard, Visa or American Express® Cardmember
 - Principal Cardmembers whose Maybank/Maybank Islamic Mastercard, Visa or American Express Card had been cancelled for more than six (6) months prior to this.

6.3 Qualified Spend shall include retail and online purchases transacted locally and internationally, Auto PayBills, auto-reload for Maybank Touch n’ Go Zing Card(s), 0% EzyPay Instalment Plan (“EzyPay”) performed via Maybank Card(s) during the Campaign Period based on local transaction time and Qualifying Entries shall be allocated in accordance to Clause 6.1. 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 into Ringgit Malaysia (RM) based on Maybank’s prevailing in-house exchange rate.

6.4 Qualified Spend shall exclude monthly installment of EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fees and charges imposed by Maybank.

6.5 Split and/ or repetitive retail transaction of five (5) times and above in a day from the same merchant(s) are disallowed and shall be disqualified.

6.6 Computation of the total Qualified Spend will be based on all valid Maybank Card(s) issued under the same Eligible Cardmember throughout the Campaign Period upon successful SMS registration per illustration below:

Example :	Date of Successful Registration	Computation of Qualified Spend
Registered Cardmember A	15 September 2019	15 Sep 19 – 29 Feb 2020
Registered Cardmember B	1 December 2019	15 Sep 19 – 29 Feb 2020

Registered Cardmember C	29 February 2020	15 Sep 19 – 29 Feb 2020
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6.7 Qualified Spend by Supplementary Cardmember(s) under the same Principal Cardmember's Maybank Card account(s) shall also be considered as the Principal Cardmember's Qualified Spend.

7. Prizes

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

Prize Category		No. of Winners
Grand Prize (Local Spend)		4 Winners
Prize	By Card Type	
1x C200 Mercedes-Benz Coupe	Maybank Cards	
1x C200 Mercedes-Benz Avantgarde	Maybank MasterCard Credit Card	
1x C200 Mercedes-Benz Avantgarde	Maybank Visa Credit Card	
1x C200 Mercedes-Benz Avantgarde	Maybank American Express Card	
Prize (Local Spend) : Mercedes –Benz Driving Experience (MBDE)		7 Winners
Prize (Local Spend) : 5% Dining and Retail Cash Back		
5% Weekend Cashback	Monthly Payout	
Capped at RM50	RM100,000	<ul style="list-style-type: none"> Every RM100 Single transaction on Retail or dining category 5% Dining and Retail Cashback will be awarded based on total spending with the capping of RM50 per Cardmember and a total payout of RM100,000 per month Total Payout throughout the Campaign period is RM500,000
Grand Prize (Overseas Spend) : Maybank Cards A Trip to Europe (2 Pax) for Maybank Cards		5 Winners
Prize (Overseas Spend) : Maybank Visa Cards Past Olympic Country: A Trip to China, London and Rio (2 Pax)		3 Winners
Prize (Overseas Spend) : Maybank Mastercard Cards RM1,000 Cash Back		500 Winners

8. Selection of Winners

8.1 Based on the Qualifying Entries earned, Eligible Cardmembers shall be shortlisted by Maybank's randomizer programme for the respective Prizes.

8.2 Prizes – Mercedes Cars, Europe Trip, Past Olympic Trip and Mercedes –Benz Driving Experience (MBDE)

- (a) The shortlisted Eligible Cardmembers will be contacted by Maybank's representatives at the mobile phone numbers registered or recorded in Maybank's system to participate in the Campaign at any time during office hours to answer one (1) question.
- (b) The shortlisted Eligible Cardmembers will be deemed as winner if he/ she is able to answer the question correctly ("Prize Winners").
- (c) If the shortlisted Eligible Cardmember is not able to answer the question correctly, the next Eligible Cardmember in sequence will be shortlisted and contacted to answer the question.
- (d) In the event the shortlisted Eligible Cardmember is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the shortlisted Cardmember wishes to withdraw from the Campaign upon being contacted by Maybank's representative, he/she shall be disqualified from the Campaign.
- (e) Calls will be made only to Principal Cardmembers.

8.3 Cash Back Prizes – 5% Dining and Retail Cash Back and RM1,000 Cash Back

- (a) In accordance to the selection sequence of Maybank's randomizer programme, the first shortlisted Eligible Cardmembers shall be deemed as final winners ("Cash Back Winners").

8.4 Each Eligible Cardmember is entitled to win one (1) Prize only throughout the Campaign.

9. Fulfillment of Prizes

9.1 At the time of awarding the Prize, all Maybank Card account(s) of the Eligible Cardmember must not be delinquent, and/or invalid or cancelled; otherwise he/she shall be disqualified from receiving the Prize of the Campaign.

9.2 Grand Prizes (Local Spend) : Mercedes Cars

- (a) The car road tax, registration fees, cost in respect of the application for a number plate, installation expenses, insurance/takaful as well as any other personal expenses, fees, payment and /or cost incurred in relation to the Grand Prizes Mercedes Car shall be borne by the Mercedes Car Prize Winner;
- (b) Mercedes Car Prize Winner is not allowed to select the colour of the Mercedes Cars. The colour of the Mercedes Cars may differ from the colour in the Campaign advertisement and materials promoting this Campaign;
- (c) The Mercedes Car Prize will be handed over to the Mercedes Car Prize Winner at a date and location to be stipulated by Maybank;
- (d) Maybank expressly excludes and disclaims any representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to, any warranty as to quality and merchantability of fitness with regard to the Mercedes Car Prize Prize;

- (e) Maybank reserves the right at its absolute discretion to substitute the Mercedes Car Prize with another vehicle of a similar retail value at any time without prior notice;
- (f) The Mercedes Car Prize does not include any accessories or items that are shown in all materials promoting this Campaign;
- (g) Maybank shall not be liable for any risk, loss or damage to the Mercedes Car Prize upon handover of the Mercedes Car Prize to the Mercedes Car Prize Winners. Neither shall Maybank be liable for or obligated to recognize or replace any defective, lost, damaged or stolen Mercedes Car Prize;
- (h) The Mercedes Car Prize is not transferable and exchangeable for up-front cash or credit of any kind, whether in part or in full.
- (i) In the event the Mercedes Car Winner is unable to attend Prize Giving Ceremony, he/she will automatically be disqualified and no compensation or arrangement will be made after the Prize Giving Ceremony.

9.3 Prize (Local Spend): 5% Dining and Retail Cash Back

- (a) 5% Dining and Retail Cash Back will be credited to the Cash Back Winners' Principal Maybank Card accounts within four (4) weeks after the announcement of Winners and will be reflected on the credit card statements for the month following the date of cash back crediting.

9.4 Grand Prize (Overseas Spend) : Europe and Past Olympic Trips

- (a) The Travel Package will include (2 Pax):
 - Round-trip Economy class Air Ticket
 - Airport taxes & Baggage allowances
 - Accommodation
- (b) The travel package is not inclusive of:
 - Expense for obtaining the necessary visas or permits for travelling overseas.
 - Maybank shall not be responsible for obtaining the necessary visas or permits on behalf of the Winners nor shall it be liable to provide replacement or substitute prizes should the Winners fail to obtain the necessary visas or permits.
 - High Season Surcharge applicable during peak season.
 - Long distance phone calls, room service, laundry, mini-bar items, room service, loss or damage of hotel property, or any other expenses incurred in the hotel
 - Personal expenses unrelated to the program (shopping, transportation to local sites during personal free time not part of the tour, food expenses aside from scheduled meals)
 - Accident insurance/takaful coverage
 - Any personal tax that may be levied on guests with respect to their receipt of the Packages or any part thereof.
 - Prizes are neither transferable, nor exchangeable for cash or credit or kind whether in part or in full.
 - The Winners and the person accompanying the Winners must be at least 18 years and above.

- (c) The confirmation letter will be sent to the Prize Winners' billing address recorded in Maybank's system within sixteen (16) weeks from the end of the Campaign Period.
- (d) If the Prize Winners, due to unavoidable reason include but not limited to physical disabilities request to substitute with another family member or friend to participate for the Prize Giving Ceremony, he/she shall email to or call Maybank not later than five (5) working days before the Prize Giving Ceremony.
- (e) Maybank reserves the right at its discretion to allow or disallow of such substitution with authorization letter from the Prize Winners.
- (f) All cost, fees and/or expenses incurred or to be incurred by the Prize Winners in relation to the Campaign and/or claim the Prize(s), which shall include but not limited to the cost for transportations, accommodation, meals, personal costs and/or any other costs, are the sole responsibility of the Prize Winners.
- (g) In the event the Prize Winner is unable to attend Prize Giving Ceremony, he/she will automatically be disqualified and no compensation or arrangement will be made after the Prize Giving Ceremony.

9.5 Prize (Overseas Spend) : RM1,000 Cash Back

- (a) RM 1,000 Cash Back will be credited to the Cash Back Winners' Principal Maybank Card accounts within four (4) weeks after the announcement of Winners and will be reflected on the credit card statements for the month following the date of cash back crediting.

9.6 Announcement of the Winners (e.g. Name and masked Maybank Card Number) shall also be made on Maybank's website at www.maybank2u.com.my sixteen (16) weeks after the end of the Campaign Period.

9.7 If there is any dispute or non-receipt of the Cash Back Prize, Winners are required to contact Maybank Customer Service at 1300 88 6688 by **30 April 2020** at the latest to request for an inquiry. No request for any inquiry shall be entertained after **30 April 2020**.

10. 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/Winners:

- (a) agree to be bound by the Terms and Conditions;
- (b) agree that all records of transactions captured by Maybank's system within the Campaign Period based on the 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/ Winners. No further appeal or further correspondence will be entertained;
- (d) agree that any reversal of Qualified Spend shall be excluded from the Campaign.
- (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 the 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 to view the Terms and Conditions and are deemed to have agreed to it and with any changes or variations to the Terms and Conditions and seek clarification from Maybank should any of the Terms and Conditions be not fully understood;
- (h) shall not be entitled to claim for and waive any rights to 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 the 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.

9 **Maybank Privacy Notice**

9.1 By participating in the Campaign, Eligible Cardmembers/Winners 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 ("**Maybank's Privacy Notice**").

9.2 In addition and without prejudice to the terms in the Maybank's Privacy Notice, Subject to Eligible Cardmembers' instruction in writing to Maybank restricting disclosure (if any) for the purposes of marketing activities, Eligible Cardmembers/Winners 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, without further express consent from the Eligible Cardmembers. Marketing and promotion activities include but are not limited to the use and/or publication of any details provided in and/or in connection to the entries, interview material as well as responses and related photographs. In this regard, each Eligible Cardmember/ Winner 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 or Eligible Cardmembers at its sole 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;

10.2 forfeit the Prize(s) 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; and

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 way of posting on www.maybank2u.com.my, 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.

11 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:

11.1 any failure or delay in transmission of sales transactions by Mastercard Worldwide, merchant establishments or any party which may result in the Cardmember not being able to participate for this Campaign;

11.2 any direct, indirect, special or consequential loss, damage or injury in any manner whatsoever suffered or caused by Eligible Cardmembers/ Winners (including but not limited to, loss of income, profits or goodwill) arising from or in connection with the Campaign and/or use of the Prize(s); and

11.3 any default of its obligation under the Campaign due to any force majeure event which include but not limited to acts of God, war, riot, lockout, industrial action, fire, flood, drought, storm, or any event beyond the reasonable control of Maybank.

12 The Terms and Conditions 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.

13 In addition to the terms stipulated above, Principal Cardmembers/Winners agree that the general terms and conditions in the Cardmembers' Agreement shall be read together with these Terms and Conditions as an entire agreement.