

**Terms and Conditions – Spend and Win Limited Edition Royal Selangor Star Wars BB-8 Container, exclusively for Maybank**

1. The Walt Disney Company and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Campaign (as defined herein).
2. The “Spend and Win Limited Edition Royal Selangor Star Wars BB-8 Container, exclusively for Maybank” (“Campaign”) commences from 1 December 2019 until 31 January 2020 (“Campaign Period”).

**3. Eligibility**

- 3.1 All new and existing Principal Cardmembers of Maybank Visa/ Mastercard®/ American Express® Credit/ Charge Card(s) (“Maybank Cards”) issued by Malayan Banking Berhad (Co. No. 3813-K) referred to as “Maybank”, who had successfully registered for the Campaign via short messages service (“SMS”) are eligible to participate in the Campaign (“Principal Cardmembers”).
- 3.2 The following persons are NOT eligible to participate in this Campaign:
  - a) Principal Cardmembers whose Maybank Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardmember Agreement during the Campaign Period;
  - b) Principal Cardmembers of Maybank Cards who are in default of any facility granted by Maybank at any time; or
  - c) Principal Cardmembers of Maybank Commercial/Corporate/Debit/Prepaid Cards.
- 3.3 Permanent and contract employees of Maybank Cards’ Marketing Department, partners, representatives or agents (including vendors, suppliers, and advertising and promotion agencies for this Campaign) and their respective immediate family members (e.g. spouse, children, parents, siblings) are not eligible to win Prize (as defined below) by participating in this Campaign.

**4. SMS Registration & Entry Criteria**

- 4.1 Principal Cardmembers are required to register their participations via SMS using the number registered under the registered and recognized telecommunication service providers (“Telco”) within the Campaign Period as follow:
- 4.2 Format of SMS:

Type **SWTROS** <space> **12-digit NRIC Number** and send to **66628**  
(E.g. *SWTROS 123456789012*).

OR

For non-Malaysian Principal Cardmembers:

Type **SWTROS** <space> **Full Passport Number** and send to **66628**  
(E.g. *SWTROS B12345*).
- 4.3 Upon successful registration via SMS, Principal Cardmembers will receive confirmation via SMS.
- 4.4 Principal Cardmembers with multiple Maybank Cards are only required to register once during the Campaign Period.

- 4.5 Principal 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” during the Campaign.
- 4.6 Principal 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 shall be deemed invalid or unsuccessful.
- 4.7 Proof of SMS sent to 66628 by Principal Cardmembers shall not be deemed as successful SMS registration unless the Principal Cardmember receives a confirmation SMS from 66628 and such confirmation SMS will be sent to the same mobile phone number used for registration, subject to the SMS traffic at 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 Principal Cardmember has been confirmed as the Winner (as defined below).
- 4.8 Cancellation and/or change of SMS registration will not be accepted after the SMS registration has been sent to 66628.
- 4.9 Maybank may disqualify any SMS registration 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 and shall not be liable for such disqualification.
- 4.10 Maybank shall not be held responsible for any SMS traffic, network failure and/ or interruptions on the part of the respective Telco or Maybank’s SMS service provider or for any other reason(s) whatsoever which is not within the control of Maybank during the process of SMS registration sent to 66628 or SMS confirmation sent from 66628 to Principal Cardmembers which may result in the delay of the SMS registration during the Campaign Period.
- 4.11 SMS service is provided and supported by the service provider appointed by Maybank, i.e. Marco Kiosk Berhad.
- 4.12 In order to earn qualifying entries, upon successful SMS registration, Principal Cardmembers are required to spend a minimum of RM100 in a single transaction at any local or overseas’ retail or online merchants (“Qualified Spend”) during the Campaign Period for 1x qualifying entry.
- 4.13 Qualifying entry earning scenario:

<b>Transaction Amount in a single transaction</b>	<b>Entries</b>
RM 120	1x
RM 340	1x
RM 45	none

4.14 Qualified retail spend shall include dining, retail and online purchases transacted locally and internationally, Auto PayBills, auto-reload for Maybank Touch n' Go Zing Card and 0% EzyPay Instalment Plan ("Ezypay") performed via Maybank Card(s) during the Campaign Period based on local transaction time. For avoidance of doubt, EzyPay shall be treated as qualified retail spend based on the full transaction amount. All overseas transactions in foreign currency shall be converted to Ringgit Malaysia (RM) based on Maybank's prevailing in-house exchange rate.

4.15 Qualified retail spend shall exclude monthly installment of EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fee and charges imposed by Maybank.

4.16 Qualified spend by Supplementary Cardmember(s) under the same Principal Cardmember's Maybank Card account(s) will be considered as the Principal Cardmember's qualified spend.

4.17 Computation of qualified retail spend shall be based on all valid Maybank Card(s) issued under the same Principal Cardmember throughout the Campaign Period per illustration below:

Example	Date of Successful SMS Registration	Computation of Total Qualified Retail Spend
Eligible Cardmember A	1 December 2019	1 December 2019 – 31 January 2020
Eligible Cardmember B	15 December 2019	1 December 2019 – 31 January 2020
Eligible Cardmember C	31 January 2020	1 December 2019 – 31 January 2020

## 5. Prize

5.1 There are one hundred (100) Prizes under the Campaign ("Prize") as follow:

Prize Category	Prize Descriptions	No. of Winner
Prize	Limited Edition Royal Selangor Star Wars BB-8 Container, exclusively for Maybank	100 Winners

5.2 The Prize is not transferable or exchangeable for cash, credit or kind and shall be subject to such terms and conditions which Maybank may impose. Maybank may exchange or substitute the Prize to another of equivalent or similar value upon twenty one (21) days prior notice.

5.3 The acceptance and use of the Prize shall be subject to these terms and conditions and such other conditions that may be imposed by Maybank or the relevant merchants supplying the goods or services. The Prize shall be accepted at the risk and cost of the Winner. The Winner shall accept his/her Prize on an "as-is, where-is" basis. Maybank shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the Prize. Notwithstanding anything herein, Maybank shall not at any time be responsible or held liable for any defect or malfunction in the Prize by any person, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of the Prize (or of any goods or services redeemed with the Prize).

5.4 One (1) Principal Cardmember can only win one (1) Prize throughout the Campaign Period.

## **6. Selection of Prize Winners**

- 6.1 One hundred (100) Principal Cardmembers will be shortlisted by Maybank's randomizer programme.
- 6.2 The Prize shall be rewarded in accordance to the sequence from the 1<sup>st</sup> to 100<sup>th</sup> shortlisted Principal Cardmember(s).
- 6.3 At the point of shortlisting, all Maybank Card account(s) of the Principal Cardmembers must not be delinquent, invalid and/or cancelled; otherwise the Principal Cardmembers will be disqualified.
- 6.4 The shortlisted Principal 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.
- 6.5 The shortlisted Principal Cardmembers shall be eligible for the Prize if they are able to answer the question correctly.
- 6.6 If the shortlisted Principal Cardmember(s) is not able to answer the question correctly, the next shortlisted Principal Cardmember(s) in sequence will be contacted to answer the question.
- 6.7 In the event the shortlisted Principal Cardmember(s) is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the shortlisted Principal Cardmember(s) wishes to withdraw from the Campaign upon being contacted by Maybank's representative, he/she will be disqualified from the Campaign.
- 6.8 The Winner will be notified either in writing or by phone and announcement of Winner will be made on Maybank's website at [www.maybank2u.com.my](http://www.maybank2u.com.my) within ten (10) weeks after the end of the Campaign Period.

## **7. Prize Redemption and its Terms & Conditions**

- 7.1 A confirmation letter will be sent to Prize Winner at his/her billing address recorded in Maybank's system within ten (10) weeks from the end of the Campaign Period.
- 7.2 Prize's redemption details will be elaborated in the confirmation letter.
- 7.3 Prize is given on an "As Is" basis, which is non-refundable, non-transferable, non-exchangeable for cash or other kinds, whether in part or in full.
- 7.4 In the unlikely event that the Prize (or part of it) should become unavailable (due to a force majeure or any other reasons not within the control of Maybank, the Prize Winner hereby agrees that Maybank may substitute the Prize with a prize which are of equal value.

## **8. General**

- 8.1 SMS sent by Principal Cardmembers to 66628 for registration purpose shall be deemed as consent to participate in the Campaign. By participating in the Campaign, Principal 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 shall be accurate and conclusive;

- c) agree that Maybank's decision on all matters relating to the Campaign and the list of Winners shall be final and binding on all Principal Cardmembers. No further appeal or further correspondence will be entertained;
- d) agree that any reversal of qualified spend shall be excluded;
- e) 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;
- f) agree to access Maybank website at [www.maybank2u.com.my](http://www.maybank2u.com.my) to view the terms and conditions and are deemed to have agreed with any changes or variations to the terms and conditions herein and seek clarification from Maybank should any of the terms and conditions be not fully understood; and
- g) shall not be entitled to claim for any compensation against Maybank for any and all losses and/or damages directly or indirectly suffered or incurred by his/ her participation in the Campaign which are not caused by Maybank

## **9. Maybank Privacy Notice**

- 9.1 By participating in this Campaign, Principal 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").
- 9.2 In addition and without prejudice to the terms in the Maybank's Privacy Notice, Principal 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 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, interviews material as well responses and related photographs. In this regard, Winner agrees to co-operate and participate in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.

## **10. Maybank may:**

- 10.1 disqualify any non-eligible Cardmembers 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 in the event there is reversal of qualified retail spend or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein; and/or
- 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, by way of posting on [www.maybank2u.com.my](http://www.maybank2u.com.my), or in other methods which Maybank deems practical, by giving twenty one (21) days prior notice to Cardmembers on such variation, supplemental, deletion, modification or amendment, as the case may be, to these terms and conditions.

**11. Maybank will not be liable and responsible for:**

11.1 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 Cardmember being omitted from the Campaign; or

11.2 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, or any event beyond the reasonable control of Maybank.

**12.**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.

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

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