

Terms and Conditions - American Express Be A Millionaire Campaign

1. The “American Express Be A Millionaire Campaign” (“Campaign”) shall commence on 15 April 2019 at 12:00AM MYT until 30 September 2019 at 11:59PM MYT (both dates inclusive) unless notified otherwise (“Campaign Period”).

2. Eligibility

- 2.1 All new and existing Principal Cardmembers of Maybank American Express® Credit/ Charge Card(s) (“Maybank American Express Cards”) issued by Malayan Banking Berhad (Co. No. 3813-K) (“Maybank”); and who are not disqualified under clause 2.2 are eligible to participate in the Campaign upon successful registration via SMS (“Eligible Cardmembers”).
- 2.2 The following persons are not eligible to participate in the Campaign:
 - a) Cardmembers whose Maybank American Express Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or of the Cardmember Agreement during the Campaign Period;
 - b) Cardmembers of Maybank American Express Cards who are or otherwise have been in the past in default of any facility granted by Maybank at any time;
 - c) Cardmembers who solely hold Maybank Visa or MasterCard Cards without simultaneously holding one or more Maybank American Express Cards; or
 - d) Permanent and contract employees of the Cards Marketing and Regional Cards Marketing Departments of Maybank.

3. SMS Registration

- 3.1 Registration is a one-time basis and must be made by the Principal Cardmember using their mobile telephone by sending a text message during the Campaign Period.
 - (a) Type **AMEX<space>12-digit NRIC Number** and send to **66628** (E.g. AMEX 810121086011)
 - (b) For Non-Malaysian Cardmembers, type **AMEX<space>Passport Number recorded in Maybank system** and send to **66628** (E.g. AMEX B1234567)
- 3.2 Eligible Cardmembers shall be responsible for any standard SMS charges levied by their respective telephone company (“Telco”), for each registration SMS sent to the number 66628 during the Campaign.
- 3.3 Any cancellation of registration or change of details will not be accepted after the registration SMS has been successfully sent to 66628.
- 3.4 Eligible Cardmembers are responsible for ensuring that the details in the registration SMS sent to 66628 are complete, accurate, and sent within the Campaign Period; failing which, the registration SMS will be considered unsuccessful.
- 3.5 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.
- 3.6 Maybank reserves the right to disqualify any registration due to reason(s) including, but not limited to, duplicate registration, invalid NRIC number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period, or for any other reason deemed appropriate by the bank and shall not be liable for such disqualification or any loss or damage resulting thereof.
- 3.7 Maybank is not responsible for nor does Maybank have any control whatsoever over any SMS traffic, network failure, and/or interruptions on the part of the respective Telco, Maybank’s SMS vendors, during the process of the registration SMS being sent to 66628 or the confirmation SMS being sent from 66628 to Eligible Cardmembers which may result in the delay of SMS registration during the Campaign Period.

3.8 SMS service is provided and supported by the Telco appointed by Maybank, namely Macro Kiosk Berhad.

4. Qualifying Entries

4.1 Upon successful SMS registration, Eligible Cardmembers must meet the “Qualified Spend” in order to earn “Qualifying Entries” and stand to win the Prizes. Example of Qualifying Entries is illustrated in the table below:

Qualifying Entries	Spend Requirement
1x Entry	• Every RM100 spend on Local transaction.
5X Entry	• Every RM50 spend at supermarkets, Petrol stations and overseas transaction.
10x Entries	• New – to – Bank Principle Credit/ Charge Card approved with minimum RM100 spend within 60 days

4.2 For avoidance of doubt:

a) “New-to-Bank” Principal Cardmembers herein refers to :

- Never previously Principal Maybank Master, Visa or American Express® Cardmember
- Principle Cardmembers whose Maybank MasterCard, Visa or American Express Card had been cancelled for more than six (6) months prior to this.

4.3 Qualified Spend shall include retail and online purchases transacted locally and overseas, Auto PayBills, auto-reload for Maybank Touch n’ Go Zing Card(s), 0% EzyPay Instalment Plan (“EzyPay”) performed via Maybank American Express Card(s) during the Campaign Period based on local transaction time; and Qualifying Entries shall be allocated in accordance to Clause 4.1. 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.

4.4 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.

4.5 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.

4.6 Computation of the total Qualifying 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 April 2019	15 April - 30 September 2019
Registered Cardmember B	31 July 2019	15 April - 30 September 2019
Registered Cardmember C	30 September 2019	15 April - 30 September 2019

4.7 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.

5. Prize

5.1 The total Cash/ Cashback awarded under the Campaign as follows :

No of Winners	Prize
1x Winner (Grand Prize)	RM1,000,000 Cash
5,000x Winners (Consolation Prize)	RM 100 Cash Back Note: Total Cash Back payout throughout the campaign is RM500,000.

5.2 Maybank American Express Card account(s) must be in good credit standing throughout the Campaign Period in order to be entitled to receive the Cash/ Cash Back.

5.3 The Cash Back shall not be exchangeable for cash, credit or in kind, in part or in full.

5.4 Cardmembers are not allowed to transfer or sell his/her right to the Cash/ Cash Back to any other person

6. Selection of Winners & Prize Fulfilment

Based on the Qualifying Entries earned, Eligible Cardmembers shall be shortlisted by Maybank's randomizer programme for the respective Prizes and at the point of shortlisting, the conduct and spending on Maybank Cards accounts of the Eligible Cardmembers will be reviewed.

6.1 CONSOLATION PRIZE : 5000X RM100 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").

6.2 GRAND PRIZE : RM1,000,000 Cash

(a) The shortlisted Eligible Cardmembers will be contacted by Maybank's representatives on the mobile phone numbers registered or recorded in Maybank's system to participate in the Campaign at any time during office hours to answer three (3) questions correctly.

(a) The shortlisted Eligible Cardmembers will be deemed as a Grand Prize winner if he/ she is able to answer all the questions correctly and agree to participate in the American Express Be a Millionaire Prize Presentation ("Grand Prize Winner").

(b) If the shortlisted Eligible Cardmember is not able to answer all the questions correctly, the next Eligible Cardmember in sequence will be shortlisted and contacted to answer the questions.

(c) In the event the shortlisted Eligible Cardmember is not contactable after three (3) attempts on the same day 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.

(d) Calls will be made only to Principal Cardmembers.

(e) Maybank is not liable for any personal tax which may be imposed on the Winning Prize. Grand Prize winner shall bear all applicable taxes including but not limited to income (withholding) tax and any other statutory levy as may be applicable from time to time in relation to the Prize.

(f) Grand Prize Winner must hold a Maybank Saving or Current Account.

6.3 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 and/or American

Express Malaysia website at www.americanexpress.com.my sixteen (16) weeks after the end of the Campaign Period.

6.4 If there is any dispute or non-receipt of the Consolation Prize, Winners are required to contact Maybank Customer Service at 1300 88 6688 by **31 December 2019** at the latest to request for an inquiry. No request for any inquiry shall be entertained after **31 December 2019**.

7. 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 herein;
- (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 and/or 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 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. This clause shall not be applicable if there is a finding of actionable fault by any competent court on the part of Maybank.

8. Maybank Privacy Notice

8.1 By participating in this 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").

8.2 In addition and without prejudice to the terms in the Maybank's Privacy Notice, 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.

9. Maybank reserves the right to:
- 9.1 disqualify any non-eligible or Eligible Cardmembers from participating in the Campaign for reasons 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;
 - 9.2 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 herein;
 - 9.3 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 discretion, by way of posting on www.maybank.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.
10. 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:
- 10.1 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;
 - 10.2 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
 - 10.3 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.
- This clause shall not be applicable if there is a finding of actionable fault by any competent court on the part of Maybank.
11. 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.
12. 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.