

Fixed Deposit (FD) Golden Campaign Terms & Conditions

Terms & Conditions

1. Malayan Banking Berhad (Company No. 3813-K) will be referred to as “the Bank” or “Maybank”.

2. The Campaign Period

These Terms & Conditions shall govern the “Fixed Deposit (FD) Golden Campaign” (“the Campaign”) commencing on 1st April 2019 and running until 30th April 2019 (or upon reaching the campaign target set by Maybank, whichever is earlier) (“Campaign Period”).

3. Eligibility

3.1. The Campaign is open to new and existing Individual customers aged 50 years and above only based on year of birth (“Eligible Customers”).

3.2. Employees of Malayan Banking Berhad and Maybank Islamic Berhad are not eligible to participate in this Campaign.

3.3. The Eligible Customers require to have either a Current Account or a Savings Account (“CASA”) opened and maintained with any branches of the Bank in Malaysia.

3.4. Eligible Customers may participate in this campaign either as an individual account holder or as the primary account holder of a joint account.

4. Mechanics/Features of the Campaign

4.1. This campaign is only applicable to FD placements (using Fresh Funds or Roll-over Funds)* made during the Campaign Period at any of the Bank’s branches in Malaysia which meets the campaign eligibility participation.

***Note**

For the purposes of this Campaign, Fresh Funds means (i) funds which are transferred to the Customer’s CASA maintained at Maybank as a result of cleared cheques from other banks; or (ii) funds which are newly transferred into the Customer’s CASA maintained at Maybank. Whereas Roll-over Funds means funds which are from matured Fixed Deposits or transferred from Customer’s CASA at the point of fund placement.

4.2. The segmentation and the placement amount criteria for Eligible FD Placements are as follows:

Eligibility	Minimum Placement (in a single certificate)	Maximum Placement (per customer)
Individual Customers aged 50 and above only	RM10,000	RM15.0 million

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5. The FD campaign rates are applicable for FD placement period of 9 months.
6. Eligible FD Placements shall be entitled to the following Campaign rates:

Fixed Deposit Tenure	Types	Campaign Rates*	Campaign Rates Conditions
9 Months	Tier 1	4.15% p.a.	<ul style="list-style-type: none"> ✓ Fresh Funds placement ✓ Interest crediting to Maybank CASA Account ✓ Customers must have minimum one (1) product with the bank i.e. Investment / Banca / ASB loan. Otherwise, customers are required to purchase one of the listed products (Investment / Banca / ASB loan)
	Tier 2	4.05% p.a.	<ul style="list-style-type: none"> ✓ Fresh Funds placement ✓ Interest crediting to Maybank CASA Account
	Tier 3	3.95% p.a.	<ul style="list-style-type: none"> ✓ Non-Fresh Funds placement ✓ Interest crediting to Maybank CASA Account

*The Campaign Rates may be revised accordingly to reflect changes in the overnight policy rate as set by Bank Negara Malaysia, if any shall occur during the Campaign Period.

7. Early withdrawal from the Campaign before the agreed maturity date is subject to terms and conditions as stated in the General Terms and Conditions Governing Deposit Accounts.
8. **Interest Calculations for Premature FD Withdrawal**
The Eligible Customer(s) agrees that for upliftment of the FD prior to maturity, the upliftment shall be made in accordance to the premature withdrawal terms as follows:

- 8.1. Immediate Fixed Deposit Premature Withdrawal (Without 31 days' Notice Period):
No interest shall be paid on any immediate FD premature withdrawal (Without 31 days' Notice Period) that has not completed its respective full tenure period.

Example of Immediate FD Premature Withdrawal Calculation:

Placement Date	Placement Amount (RM)	Premature Withdrawal Date	Interest Payable (RM)
1 st April 2019	RM 50,000	30 th October 2019	No interest

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8.2. Fixed Deposit Premature Withdrawal (With 31 days' notice period): 50% of the contracted interest rate is payable when a 'Notice Period' of 32nd day (inclusive of the day of notice) is given by the customer at the branch. Based on the notice, the principal amount and the accrued interest will be credited on the day 32nd into the customer's CASA account.

Example of FD Premature Withdrawal Calculation for Campaign Rate (Tier 1) on a 9 months FD tenure:

Placement Date	Placement Amount (RM)	Premature Notice Date ¹	'Principal + Interest' Crediting Date ²	Interest Payable (RM) ³
1 st April 2019	RM 50,000	15 th June 2019	16 th July 2019	RM 50,000 X (4.15%/2) X 106/365
				=RM301.30

IMPORTANT NOTES

*50% of the contracted interest rate is payable when a 'Notice Period' of 31 days (inclusive of the day of notice) is given at the ^home branch.

¹Premature Notice Date is the day when customer submits the notice to the ^home branch.

²The crediting of the principal amount and the accrued interest will be paid on the 32nd day from the notice period.

³The Interest Payable = Principal Amount x Half the Contracted Rate x Number of days from the Placement Date to the end of the 'Notice Period' ÷ Number of days in the year.
For example: RM50,000 X (4.15%/2) X (30+31+30+15) ÷ 365 days = RM301.30

^Home branch is the branch where the placement of the fixed deposit was done.

9. General Terms and Conditions

9.1. By participating in the Campaign, the Customers are deemed to have read, understood and agreed to be bound by the Terms and Conditions stated herein and agree that any and all decisions made by the Bank in relation to the Campaign shall be final and conclusive.

9.2. The Bank reserves the right at its discretion 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 T&Cs herein, wholly or in part at its discretion, by way of notice on www.maybank2u.com.my or in other methods

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which the Bank deems practical, by giving twenty one (21) calendar days prior notice to the Eligible Customer(s) on such variation, supplemental, deletion, modification or amendment, as the case may be, to these T&Cs. For the avoidance of doubt, cancellation, termination or suspension by the Bank of this Campaign shall not entitle the Eligible Customer(s) to any claim or compensation against the Bank for any and all losses or damages suffered or incurred by the Eligible Customer(s) as a direct or indirect result of the act of cancellation, termination or suspension.

- 9.3. These T&Cs are in addition to the respective product terms and conditions for the Bank. In the event of inconsistency between these T&Cs and the product terms and conditions, these T&Cs shall prevail insofar as they apply to this Campaign.
- 9.4. The Bank shall not be responsible and/or liable nor shall it accept any form of liability arising or suffered by the Eligible Customer(s) resulting directly or indirectly from the Eligible Customer(s)'s participation in the Campaign or otherwise. Furthermore, the Bank shall not be liable for 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 the Bank.
- 9.5. By participating in the Campaign, the Eligible Customer(s) agrees to be bound by these T&Cs including any amendment(s) thereto. The Bank may at its sole and absolute discretion disqualify/reject any Eligible Customer(s) who does not comply with the T&Cs 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.
- 9.6. The Bank shall only be liable for any loss or damage suffered or incurred as a direct result of the Bank's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not the Bank has been advised of the possibility of such loss or damage.
- 9.7. The Bank's decision on all matters relating to this Campaign including but not limited to the eligibility to participate, gift entitlement to Eligible Customer(s) and in case of any dispute, shall be final and binding on all Eligible Customer(s) who participates in this Campaign and no correspondence will be entertained.

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- 9.8. By participating in this Campaign, the Eligible Customer(s)'s consent(s) to the Bank processing his/her personal information for purpose of administering the Campaign and contacting them in relation to the same ("Purpose").
- 9.9. It is necessary for the Bank to process the Eligible Customer(s)'s personal information for the Purpose, without which he/she will not be able to participate in this Campaign.
- 9.10. The Eligible Customer(s)'s personal information may be disclosed to other companies within the Bank, which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), service providers, and vendors and any of his/her respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to the Bank.
- 9.11. By participating in this Campaign, the Eligible Customer(s) agrees and consents to allow his/her personal data being collected, processed and used by the Bank in accordance with the Bank's Privacy Notice, which may be viewed on www.maybank2u.com.my ("Maybank's Privacy Notice"). In addition and without prejudice to the terms in the Maybank's Privacy Notice, the Eligible Customer(s) agrees and consents to his/her personal data or information being collected, processed and used by Maybank for:
- a. the purposes of the Campaign;
 - b. marketing and promotional activities conducted in such manner as the Bank 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 Customer(s). 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 Customer(s) agrees to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of the Bank in relation to the Campaign.
- 9.12. Any personal data of the Eligible Customer(s) of this Campaign collected by the Bank under these T&Cs shall be processed retained, disclosed and processed

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only for the purposes of this Campaign specified in the T&Cs. Please refer to the Maybank Group Policy Notice (which is available at www.maybank2u.com.my).

- 9.13. The Eligible Customer(s) is liable and shall personally bear all applicable taxes, government fees, all the cost related to delivery or installation or any other charges that may be levied against them under applicable laws, if any, in relation to participating in this Campaign.
- 9.14. Any notices required to be given in respect of this Campaign by the Bank to the Eligible Customer(s) may be given in any of the following manner as determined by the Bank in its absolute discretion:
- a. by hand delivery, which shall be deemed received by the Eligible Customer(s) upon written acknowledgement of receipt by the Eligible Customer(s) or his/her representative; or
 - b. by ordinary post or registered post or courier if sent to or left at the Eligible Customer(s)' last known address registered with the Bank and shall be deemed to be received by the Eligible Customer(s)' within three (3) Business Days from posting if sent by ordinary post or registered post and within two (2) Business Days from sending if by courier; or
 - c. by electronic mail to the Eligible Customer(s)' last known e-mail address in the Bank records and such notices shall be deemed to be received by the Eligible Customer(s) after 24 hours from transmission; or
 - d. by facsimile to the Eligible Customer(s)' last known facsimile number in the Bank records and such notices shall be deemed to have been received by the Eligible Customer(s) upon completion of the transmission as evidenced by a fax confirmation slip ; or
 - e. by general notice in at least one major national newspaper or posted at the Bank's branch premises or on visual screen through a computer or visual terminal or at the Bank's Website, and the notice shall be deemed to have been received by Eligible Customer(s) or effective from the date of such notice is made available or the date specified in the notice; or
 - f. by notification or communication in any other reasonable or appropriate manner as deems fit by the Bank including telephone call and Short Messaging System (SMS).
- 9.15. These T&Cs shall be governed by the Laws of Malaysia and any dispute arising from and/or in connection with this Campaign shall be resolved by the exclusive jurisdiction of the Courts of Malaysia.

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- 9.16. In addition to the terms stipulated above, the Eligible Customers agree that the general terms and conditions in the terms and conditions governing banking accounts shall be read together with these T&Cs.