

Terms and Conditions – 2019 Maybank Great Sale Campaign

1. The Terms & Conditions shall govern the “2019 Maybank Great Sale” (“Campaign”) which commences on 1 March 2019 at 12:00AM MYT until 31 May 2019 at 11:59PM MYT (both dates inclusive) unless notified otherwise (“Campaign Period”).

2. Eligibility

- 2.1 This Campaign is open to all new and existing Principal 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 has successfully registered for the Campaign via SMS (“Eligible Cardmembers”).
- 2.2 The following persons are NOT eligible to participate in the Campaign:
 - a) Cardmembers whose Maybank Card account(s) is delinquent, suspended, cancelled, or in breach of any terms and conditions herein 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; or
 - d) Permanent and contract employees of Cards Marketing Department of Maybank Malaysia and Regional Cards Marketing Department.
- 2.3 For avoidance of doubt, permanent and contract employees of Maybank (non-Cards Marketing Department of Maybank Malaysia and non-Regional Cards Marketing Department) and/ or vendors, suppliers, advertising and promotion agencies for this Campaign are eligible to participate in the Campaign and stand a chance to win all prizes.

3. SALE Items

- 3.1 The SALE Items, Model/ Description, Item Code, SALE Price and Available Units are as follows:

SALE Item	Item Code for SMS Registration	SALE Price (inclusive of 6% SST)	Units Available
<u>Personal Gadget</u> 1. Samsung S10 Screen size: 6.1-inch. Rear cameras: 12MP, 16MP, 13MP. Front cameras: single camera. Memory: 8GB RAM + 128GB ROM 2. Samsung Galaxy Tab A (2018, 10.5", LTE) Display 8.0" 800 x 1280 pixels. Camera 5 MP / 5 MP front. Storage 32 GB + microSDXC. Battery 5000 mAh.	A1	RM201.90 Nett (NP: RM5,000)	20 sets

SALE Item	Item Code for SMS Registration	SALE Price (inclusive of 6% SST)	Units Available
RM2,500 Travel Voucher	A2	RM20.19 Nett (NP: RM2,500)	40 units
Casio G-Shock (model: GA100A-7ADR) Shock Resistant 200M Water Resistant Anti-Magnetic Structure 1/1000th Second Stopwatch with Speed Indicator	A3	RM2.19 Nett (NP: RM500)	20 units
RM99 Cash Back	A4		500 units

3.2 Normal Price (“NP”) herein refers to the price quoted by Maybank’s merchants/ suppliers of the respective SALE Item(s) under the Campaign if the SALE Items were to be purchased directly from the said Maybank merchants/ suppliers at the point of commencement of the Campaign. Maybank is not responsible for nor does Maybank have any control whatsoever on the Normal Price quoted by Maybank’s merchants/ suppliers. Further Maybank does not warrant or represent that:

- the Normal Price stated herein will remain constant and will not fluctuate throughout the Campaign Period; or
- the Normal Price stated herein represents the retail price for the SALE Item(s) amongst different merchants/ suppliers/ retail outlets.

3.3 The SALE Price and quantity allocated for each SALE Item in the Campaign is final and conclusive. Request(s) by Eligible Cardmember(s) to amend the SALE Price and quantity allocated will not be entertained.

3.4 In the event the Maybank merchant(s)/ supplier(s) is unable to supply the same model as described herein to Maybank due to reasons which include, but not limited to manufacturer(s) recall or damage/lost/stolen during storage and delivery, Maybank reserves the right to substitute the SALE Item(s) with another product(s) of like or similar value at its sole discretion, with twenty one (21) days prior notice by way of posting on the Maybank website at www.maybank2u.com.my, or any other methods as it deems fit.

4. SMS Registration

4.1 Registration is on a one-time per SALE Item basis using Maxis/ Celcom/ DiGi/ U Mobile number and must be made by the Principal Cardmember only within the Campaign Period.

- Type **Item Code**<space>**12-digit NRIC Number** and send to **66628** (E.g. A1 810721106658)
- For non-Malaysian Eligible Cardmembers, type **Item Code** <space>**Passport Number** and send to **66628** (E.g. A1 B123456)

4.2 An Eligible Cardmember with multiple Maybank Cards is only required to register once per SALE Item.

4.3 For avoidance of doubt:

- Each Eligible Cardmember may register for all four (4) different types of SALE Items as featured in 3.1, subject to one (1) SALE Item per SMS registration.
- Repeated SMS registration for the same SALE Item from the same Eligible Cardmember will be declined regardless of different Mobile Number the Eligible Cardmembers use to register for the SALE Item(s).

4.4 Below is the illustrations of registration via SMS:

a) Step to SMS Register to purchase **one (1)** SALE Item:



b) Step to SMS Register to purchase **more than one (1)** SALE Items.

First SALE Item:



Second SALE Item:



a) For Non-Malaysian Eligible Cardmembers:

Step to SMS Register to purchase **one (1)** SALE Item:



4.5 Eligible Cardmembers shall be responsible to pay the standard SMS charges levied by their respective telecommunication service providers ("Telco") for each registration SMS sent to the designated number "66628" under the Campaign.

4.6 Cancellation and/ or change of any details will not be accepted after the registration SMS has been successfully sent to 66628.

4.7 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.

4.8 Proof of SMS sent to 66628 by Eligible Cardmembers shall not be deemed as successful SMS registration unless the Eligible Cardmembers receive 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 Eligible Cardmember has been confirmed as the Successful Purchaser.

4.9 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 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.

4.10 Maybank is not responsible for nor does Maybank have any control whatsoever 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.

4.11 SMS service is provided and supported by the service provider appointed by Maybank, i.e. Macro Kiosk Berhad.

5. Qualifying Entries

5.1 Upon successful SMS registration, Eligible Cardmembers will need to meet the "Qualified Spend" in order to earn Qualifying Entries and stand to win the Prizes stated in Clause 5 as illustrated below:

Qualifying Entries	Spend Requirement
1x Entry	Every RM100 single transaction on local & overseas retail/e-commerce per day
10 Entries	Every RM1000 transaction on EzyPay spend per day

5.2 Qualified Spend shall include retail and online purchases transacted locally, 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 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.

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

5.4 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.

5.5 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	1 March 2019	1 March - 31 May 2019
Registered Cardmember B	15 April 2019	1 March - 31 May 2019
Registered Cardmember C	30 May 2019	1 March - 31 May 2019

5.6 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.

6. Selection of Successful Purchasers

- 6.1 Based on the Qualifying Entries allocated, Eligible Cardmembers will be shortlisted by Maybank's randomizer programme and confirmed as Successful Purchasers of the respective SALE Items.
- 6.2 At the point of shortlisting, all Maybank Card(s) account of the Eligible Cardmember must not be delinquent, invalid and/or cancelled; otherwise the Eligible Cardmember will be disqualified.
- 6.3 Each Successful Purchaser is entitled to purchase one (1) unit per SALE Item.
- 6.4 Announcement of Successful Purchases will also be made on the Maybank website at www.maybank2u.com.my and all Successful Purchasers will be notified either in writing or by phone within sixteen (16) weeks after the end of the Campaign Period.

7. Fulfillment of SALE Items

- 7.1 Total SALE Price of the SALE Item(s) purchased by the Successful Purchaser will automatically debited to his/ her Maybank Credit/ Charge Card.
- 7.2 Availability of SALE Item(s) is subject to Clause 3.4.
- 7.3 SALE Item(s) are purchased on an "As Is" basis, which is non-transferable and non-exchangeable for cash or other kinds.
- 7.4 Any dispute in relation to quality or warranty of the SALE Item(s) or any terms and conditions in respect thereof shall be settled directly by the Successful Purchaser with the Maybank merchant(s)/ supplier(s) without recourse to Maybank. Maybank is not responsible or liable for any breach of quality or warranty of the SALE Item(s) or any terms and conditions in respect thereof.
- 7.5 All SALE Item(s) purchased by the Successful Purchaser(s) will be delivered via courier to the Billing Addresses recorded in Maybank system or any other methods of delivery fulfillment chosen by Maybank at its sole discretion within sixteen (16) weeks after the end of the Campaign Period.
- 7.6 Maybank will not be held liable for any loss or stolen of SALE Item(s) in relation to any SALE Item(s) delivered to Successful Purchaser's Billing Address. No delivery will be made to P.O. Box address and address outside Malaysia.
- 7.7 If there is any dispute or non-receipt of the SALE Item(s), Successful Purchasers are required to contact Maybank Customer Service 1300 88 6688 by **31 August 2019** at the latest to request an inquiry. No request for any inquiry will be entertained after **31 August 2019**.

8. 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 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;
- (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 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 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 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.").

9.2 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 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 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 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 herein;
- 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.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.
- 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 Visa International Incorporated, MasterCard Worldwide, American Express, 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 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 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, 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.