

## **Terms and Conditions – Maybank Visa Explore Tokyo Japan 2020 Campaign**

1. The “Maybank Visa Explore Tokyo Japan 2020 Campaign” (“Campaign”) commences on 1 August 2019 at 12:00AM MYT until 31 October 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 Visa Credit Card(s) (“Maybank Cards”) issued by Malayan Banking Berhad (Co. No. 3813-K) and/or Maybank Islamic Berhad (Co. No. 787435-M) (collectively referred to as “Maybank”) who 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 Maybank Card 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 to win the Consolation Prize (defined at clause 6.3 below) only.

### **3. SMS Registration**

- 3.1 Registration is 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 per below:
  - a) “Registration is on a one-time basis Type **VISA** <space> **12-digit NRIC Number without spacing** and send to **66628** (E.g. VISA 810721106658); or
  - b) For non-Malaysian Principal Cardmembers, type **VISA** <space> **Passport Number without spacing** and send to **66628** (E.g. VISA B123456)
- 3.2 Principal Cardmembers with multiple Maybank Cards are only required to register once within the Campaign Period to participate in the Campaign.
- 3.3 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.
- 3.4 Cancellation and/ or change of any details will not be accepted after the registration SMS has been successfully sent to 66628.
- 3.5 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.

- 3.6 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.
- 3.7 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 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.
- 3.8 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.
- 3.9 SMS service is provided and supported by the service provider appointed by Maybank, i.e. Macro Kiosk Berhad.

#### 4. Qualifying Entries

- 4.1 Upon successful SMS registration, Eligible Cardmembers need to meet the "Qualified Spend (further explained at clause 4.3)" 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           | <ul style="list-style-type: none"><li>Every RM100 single transaction on local retail/e-commerce</li></ul>                              |
| 5x Entries         | <ul style="list-style-type: none"><li>Every RM100 single transaction on overseas retail/e-commerce</li></ul>                           |
| 10x Entries        | <ul style="list-style-type: none"><li>New – to – Bank Principal Visa Credit approved with minimum RM100 spend within 60 days</li></ul> |

- 4.2 For avoidance of doubt:
- Supplementary spending will be accumulated to Principal Cardmember.
  - Only Principal Cardmember is Eligible for the Campaign.
  - "New-to-Bank" Principal Cardmembers refers to :
    - has never held a Principal Maybank Mastercard, Visa or American Express Cardmember
    - a Principal Cardmember 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 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 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 | 1 August 2019                   | 1 August - 31 October 2019     |
| Registered Cardmember B | 25 September 2019               | 1 August - 31 October 2019     |
| Registered Cardmember C | 31 October 2019                 | 1 August - 31 October 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. Prizes

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

| Prize Category                             | No. of Winners |
|--------------------------------------------|----------------|
| <b>Grand Prize:</b> A Trip to Tokyo, Japan | 8 Winners      |
| <b>Consolation Prize:</b> RM100 Cash Back  | 300 Winners    |

## 6. Selection of Winners

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

### 6.2 Grand Prizes – A Trip to Tokyo Japan 2020

- (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 ("Grand 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 wish 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.

### **6.3 Consolation Prizes – RM 100 Cash Back**

(a) In accordance to the selection sequence of Maybank's randomizer programme, the first 300 shortlisted Eligible Cardmembers shall be deemed as final winners ("Cash Back Winners").

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

## **7. Fulfillment of Prizes**

7.1 At the time of rewarding 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.

### **7.2 Grand Prizes – Explore Tokyo Japan 2020**

(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 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 Grand Prize Winners' billing address recorded in Maybank's system within sixteen (16) weeks from the end of the Campaign Period.

(d) If the Grand 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 transfer with authorization letter from the Grand Prize Winners.
- (f) All cost, fees and/or expenses incurred or to be incurred by the Grand 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 Grand Prize Winners.
- (g) In the event the Grand 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.

### **7.3 Consolation Prize: RM100 Cash Back**

- (a) RM 100 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.

7.4 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](http://www.maybank2u.com.my) sixteen (16) weeks after the end of the Campaign Period.

7.5 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 January 2020** at the latest to request for an inquiry. No request for any inquiry shall be entertained after **31 January 2020**.

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 that to be responsible to be informed of or otherwise seek out any such notice validly posted by accessing Maybank's website at [www.maybank2u.com.my](http://www.maybank2u.com.my) to view the terms and conditions and any variation to the terms and conditions and are deemed to have accepted the revised Terms

and Conditions accordingly by continuing with the Campaign after any revision to these Terms and Conditions and shall seek clarification from Maybank should any of the Terms and Conditions are not fully understood; 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](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, 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 as 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, each Eligible Cardmember/ Winner agrees to co-operate and participate, 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.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 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, 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 Maybank Card Agreement shall be read together with these Terms and Conditions as an entire agreement.