

## Maybank QRPay Chinese New Year 2020 Cashback Promotional Campaign Terms & Conditions



Maybank QRPay Chinese New Year 2020 Cashback Promotional Campaign (“Campaign”) is organised by Malayan Banking Berhad (196001000142) (“Maybank”) and shall be subjected to the Terms and Conditions herein. By participating in this Campaign, the Eligible Customers (as defined in Clause 1 below) hereby expressly agree to be bound by this Terms and Conditions and any decisions made by Maybank in respect of the Campaign shall be conclusive, final and binding.

### 1.0 Eligibility

- a) This Campaign is open to all individuals who have an active Maybank2u (M2U) registered account or Maybank Anytime Everywhere (“MAE”) customers and are registered to utilise Maybank QRPay (“QRPay”), which is an electronic payments platform utilising Quick Response (QR) codes included as a functionality of the Maybank app. (All individual customers who have fulfilled the above criteria will hereinafter be referred as the “Eligible Customers”).
- b) The eligibility of users for QRPay is governed by the Terms and Conditions of the respective product. Eligibility for usage of QRPay is a primary prerequisite for eligibility in this Campaign.
- c) This Campaign is open to individuals who are eighteen (18) years of age and above with valid identification document. Individuals below the age of eighteen (18) years (“minor”) must obtain the prior written consent of their parents and/or legal guardian to participate in this Campaign. The use of MAE is an acknowledgement to Maybank that the minor has obtained the prior written consent of his or her parents and/or legal guardian. This Terms and Conditions will be applicable to their parents and/or legal guardian in substitution of the applicability of this Terms and Conditions on the minor.

### 2.0 Campaign Mechanics and Conditions

- a) This Campaign will start on 15<sup>th</sup> January 2020 and will end on 15<sup>th</sup> February 2020 (“Campaign Period”), both dates inclusive, for the transactions stated in column no. 1 of the table in Clause 2(b).
- b) Based on the type of Eligible Transactions performed, as defined in the table below, Eligible Customers will win cashback via the Campaign as set out in Clause 3.0.

Eligible Transaction (as defined below)	Cashback Value (RM)	Number of Cashback Chances
(a) Cashback mechanics (1) - Eligible monetary transactions with a minimum qualifying purchase of <b>RM38.00</b> per transaction at only selected participating merchants:	RM8.00	1

<p>i. Perform a QRPay transaction from Maybank current account, savings account or MAE account (“<b>Payment Method</b>”) at selected participating merchant (refer to Appendix 1) (Eligible Customers may change their source of fund for QRPay from the Maybank App by selecting the side menu: <b>Me &gt; QRPay &gt; Default Account &gt; Select Savings/Current Account</b>)</p> <p>ii. <b>Up to 1 time cashback chance</b> per user for the entire campaign period, subject to availability.</p> <p>iii. QRPay transactions performed in the Maybank App version 5.6 and below will not be valid to qualify for a Cashback chance.</p>		
<p>(b) Cashback mechanics (2) - Eligible monetary transactions with a minimum qualifying purchase of <b>RM88.00</b> per transaction at any selected participating merchants:</p> <p>i. Perform a QRPay transaction from Maybank current account, savings account or MAE account (“<b>Payment Method</b>”) at selected participating merchant (refer to Appendix 1) (Eligible Customers may change their source of fund for QRPay from the Maybank App by selecting the side menu: <b>Me &gt; QRPay &gt; Default Account &gt; Select Savings/Current Account</b>)</p>	<p>RM18.00</p>	<p>1</p>

<p>ii. <b>Up to 1 time cashback chance</b> per user for the entire campaign period, subject to availability.</p> <p>iii. QRPay transactions performed in the Maybank App version 5.6 and below will not be valid to qualify for a Cashback chance.</p>		
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Example:

	Scenario	Eligible cashback chances upon payment with QRPay
a	Purchases total of RM100.00 at selected merchant, funded from a Maybank savings account	1x RM18 worth of cashback chance
b	Purchases total of RM50.00 at selected merchant, funded from a Maybank savings account	1x RM8 worth of cashback chance
c	Purchases total of RM50.00, funded from a Maybank credit card	No cashback chance as source of fund selected is Maybank credit card as per Clause 2(e).
d	Purchases total of RM20.00, funded from a Maybank credit card	No cashback chance as minimum spend was not met as per Clause 2(b).

- c) The Campaign is only accessible via the Maybank App (“**Campaign Platform**”).
- d) The QRPay transaction can be made from the Maybank App via the ‘**SCAN**’ or ‘**PAY**’ function.
- e) For the avoidance of doubt, the chance given to qualify for Cashback will only be valid for the respective Campaign Period and only for QRPay transactions that are funded by Maybank current account, savings account or MAE account, and it is not valid in conjunction with other promotions, discounts or vouchers.
  - i. QRPay transactions that are funded by Maybank debit card or Maybank credit card will not be valid to qualify for a Cashback chance.
- f) Maybank may change the terms and conditions of the Cashback Period and qualification for Cashback with notice.

- g) The Eligible Customer will immediately be directed to the Cashback screen after completion of Eligible Transaction as per Clause 2.0(b) whether before or after login of the Maybank App.
- h) Maybank will not be held liable for any loss of data and/or cashback throughout the Campaign Period, save where any fault is determined as wholly attributable to Maybank.
- i) Maybank reserves the right to amend the Terms & Conditions at any time with notice in writing.

### **3.0 Cashback**

- a) The value of the cashback to be won either be RM0.00, RM8.00 or RM18.00 per qualifying transaction and it will be awarded randomly by Maybank's randomiser program subject to availability, or RM0.00 upon complete utilization of the cashback chance as mentioned in Clause 2(b).
- b) The cashback won will be credited to the Eligible Customer's default QRPay current account, savings account or MAE account after each Eligible Transaction.
- c) Maybank reserves the right to vary the value of the cashback at any time with notice.

### **4.0 Selection of Eligible Customer for Cashback**

- a) Participation in the Campaign shall be construed as consent to the usage of the said randomiser program and explicit acceptance of any and all Campaign results which it may be produce.
- b) The Eligible Customer will be notified of the cashback won through the Campaign Platform.
- c) Maybank may request for documentation or written proof of identification, age, and place of residence of the winners for verification purposes to ensure compliance with the Terms & Conditions.
- d) Maybank reserves the right to withdraw the cashback in the event that the Eligible Customer fail to comply with the Terms & Conditions.

### **5.0 General Terms & Conditions**

- a) Maybank shall not be responsible or held liable in any manner whatsoever in respect of technical failures of any kind whatsoever, intervention, interruptions and/or electronic or human error in the administration and/or processing of the transaction performed via QRPay, Maybank2u, provided the same is not caused by Maybank nor the determination of the customers' eligibility for the Campaign.
- b) Maybank reserves the right to amend, cancel, suspend or terminate this Campaign or any part thereof with twenty one (21) days notice. Such notice may be published by Maybank via the Maybank2u website ([www.maybank.com.my](http://www.maybank.com.my))

and/or through any other mode of communication as determined by Maybank. It shall be the responsibility of Eligible Customers to be informed of or otherwise seek out any such notice validly posted.

- a. Notwithstanding the above, Maybank may without prior notice during the Campaign Period, amend Appendix I to reflect any additional participating Merchants whom are being included in the Campaign after the commencement thereof.
- c) For the avoidance of doubt, the amendment, cancellation, suspension or termination of this Campaign by Maybank shall not entitle the Eligible Customers or any other persons whatsoever to any claim or compensation against Maybank for any losses or damages suffered or incurred as a direct or indirect result of such amendment, cancellation, suspension or termination.
- d) Maybank shall not be liable for any losses, damages or costs incurred or suffered by any Eligible Customer as a result of the Eligible Customer participating in this Campaign. Furthermore, Maybank shall not be liable for any default of its obligations under the Campaign due to any force majeure event which includes but is not limited to an act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Maybank.
- e) The Terms and Conditions stated herein shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- f) Maybank is entitled to, at its discretion, disqualify/reject any Eligible Customers who fails to comply with the Terms and Conditions stated herein and/or are found or suspected to be tampering or have tampered with the Campaign and/or its process or the operations of this Campaign. Tampering shall include fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.
- g) Any variation (of any of the terms and conditions stated herein) shall be binding on the Eligible Customers (through any notice displayed at the Maybank2u website).
- h) Eligible Customers also agree and consent to their information or details (including without limitation to personal data or information) being processed and used by Maybank for:
  - i. the purposes of the Campaign; and
  - ii. 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 to the use and/or publication of any details provided in and/or in connection to the entries, interviews material as well as responses and related photographs. In this regard, Eligible Customer agree to co-operate and participate in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.
- i) For information, enquiries, feedback and/or complaints related to the Campaign, please contact Maybank's Customer Care hotline at 1 300 88 6688 or +603 7844 3696. Alternatively, for feedback and/or complaints, the Eligible Customers may

choose to e-mail Maybank via the feedback form at Maybank2u website ([www.maybank.com.my](http://www.maybank.com.my)).