

**“ASB Merdeka” CAMPAIGN - TERMS AND CONDITIONS**

**1. Campaign Period**

The “*ASB Merdeka* Campaign (“Campaign”) is organized by Malayan Banking Berhad (Company No. 196001000142) and Maybank Islamic Berhad (Company No. 200701029411) ”), (collectively referred to as “we, our, us”) from 11 August 2020 until 11 November 2020, both dates inclusive (“Campaign Period”).

**2. Eligibility**

- i. The Campaign is open to all individuals in Malaysia including all Malaysian residents and Bumiputera as per eligible investor under ASNB guidelines, of at least 18 years of age (“Customer”).
- ii. Our employees are eligible to participate in this Campaign.
- iii. Notwithstanding to the above, the following persons are NOT eligible to participate in this Campaign:
  - a. Sole-proprietorships, partnerships, charitable/ non-profit organizations/ societies, corporate and commercial customers;
  - b. Non-residents of Malaysia; or individuals below the age of 18.

**3. Qualifying Criteria & Entries for the Campaign**

- i. This Campaign is open to our customers who apply for our ASB Financing/-i product at our branches or via online (STP) with a minimum financing amount of Ringgit Malaysia One Hundred Thousand (RM100, 000.00) under individual name(s) (“Participating Product”).
- ii. Customer with income RM3, 000.00 and above will be eligible for special pricing of BR/IBR+1.80% (Effective 3.55%) but the submission and approval of the application must be made during the Campaign Period.
- iii. For customer with income below RM3, 000.00, the existing current pricing applied.
- iv. Customer will gain automatic entry into the Campaign once the Customer’s Participating Product has been disbursed during Campaign Period; as per the criteria below:-

Financing Amount	Customer Criteria		
	Mass	Potential Emerging Affluent/ Emerging Affluent/Affluent/High Net Worth	Refinance With Us
Below RM100K	Not Entitled	Not Entitled	Not Entitled
RM100K to RM149K	2 Entries	Get 1 Extra Entry	Additional 2 Entry
RM150K to RM199K	3 Entries		
RM200K	4 Entries		

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- v. Combination of applications are not allowed.
- vi. In the event the Customer’s application for the Participating Product is unsuccessful for any reasons whatsoever, the said Customer will not be entitled to participate in the Campaign.

**3. The Prizes**

- i. There are 2 category of prizes (“Prizes”) to be given away under this Campaign which are as follows:

	Reward	Value of Reward	Total Reward Value
<b>Grand Monthly Prize</b>	1 50" Smart TV per month	RM 3,000.00 each per month	RM9,000.00
<b>Monthly Prize</b>	20 Shopping Vouchers per month	RM500.00 each for 20 winners per month	RM30,000.00

- ii. Each winners is entitled for one reward only during the Campaign Period. The Grand Winners will not eligible for Monthly Prize Winner (vice-versa).
- iii. The eligible winners will be balloted on monthly basis.
- iv. We disclaim any responsibilities or liability for any damages, loss or injury whatsoever arising out of the Prizes or the Campaign.
- v. Any complaint or compensation request howsoever resulting or arising from or in connection with the Prizes received under the Campaign must be made directly by the winners to the merchant/manufacturer at the winners’ own costs and expense.
- vi. The winners will be responsible to pay any applicable government taxes or levies and any other charges relating to the Prizes. We will not be liable for any damage caused by delivery, usage or installation of any of these Prizes and/or non-fulfillment by any of its agents/distributors.

**4. Winners Selection**

The procedures for the selection of the winners are as follows:

- i. There will be a total of 63 winners during the Campaign Period and the selection will be made during and after the Campaign Period as follows:

Month of Disbursement	Month of Selection	No. of Winners
Aug-20	Sept-20	21
Sept-20	Oct-20	21
Oct-20	Nov-20	21

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<b>TOTAL</b>	<b>63</b>
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- 1<sup>st</sup> round winner will be announced in September 2020 (for application made in the month of August 2020);
  - 2<sup>nd</sup> round winner will be announced in October 2020 (for application made in the month of September 2020); and
  - 3<sup>rd</sup> round winner will be announced in November 2020 (for application made in the month of October 2020); and
- ii. We have the sole discretion to fix the date and time to make the telephone calls to the short-listed Customers. We will not be held responsible for calls made to Customers which are (i) not completed or disconnected due to any reasons whatsoever (ii) not answered or proceeded with due to the unavailability of short-listed Customers at the appointed date and time and /or due to any other whatsoever reasons.
  - iii. The telephone call(s) made to the short-listed Customers will be based on the telephone number(s) supplied by the Customers and maintained in our records. It will be the Customers’ responsibility to ensure that their phone numbers provided to us are current and updated.
  - iv. We reserve the right to record these telephone conversations.
  - v. Customers agree and authorize us to forward the winners’ details (name, Identity card, telephone number, address) to the distributor/agent who would then contact the winners regarding their Prizes. The winners will be responsible to make the necessary arrangements with us and/or its distributor/agent for the delivery and/or collection of Prizes.
  - vi. The winners will also be announced in our Maybank2u website.

**6. Other Conditions**

- i. Customer’s application for the Participating Product is subject to our standard credit checking and the Customer’s acceptance of our terms and conditions governing our ASB Financing /-i product which are separate from these terms and conditions.
- ii. By participating in the Campaign, the Customer is deemed to have read and agreed to be bound by the terms and conditions herein and all decisions made by us in relation to every aspect of the Campaign will be final and conclusive. Any subsequent correspondences, protests, appeals or enquiries will not be entertained.
- iii. The features and mechanics under the Campaign, including the amount and type of the Prizes, are subject to change at any time and from time to time by us, at its absolute discretion, by way of posting on [www.maybank2u.com.my](http://www.maybank2u.com.my), or in other methods which we deem practical, by giving twenty one (21) days prior notice to the Eligible Customers.

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- iv. We reserve the right to substitute, replace, change or vary the Prizes with another item of similar or lesser value, at any time, at its absolute discretion by way of posting on [www.maybank.com.my](http://www.maybank.com.my), or in other methods which we deem practical, by giving twenty one (21) days prior notice to the Customer.
- v. We reserve the right to shorten, cancel, terminate or suspend the Campaign by way of posting on [www.maybank2u.com.my](http://www.maybank2u.com.my), or in other methods which we deem practical, by giving twenty one (21) days prior notice to the Customer. For the avoidance of doubt, the shortening, cancellation, termination or suspension by us of the Campaign will not entitle any Customer or any other person whatsoever to any claim or compensation against us for any losses or damage suffered or incurred as a direct or indirect result of the act of shortening, cancellation, termination or suspension.
- vi. We reserve the right to vary (whether by addition, deletion, modification, amendment or otherwise howsoever) any of the terms and conditions herein by giving prior notice twenty one (21) calendar days. Any such variation of any of the terms and conditions herein will be binding on the Customer and be deemed to be brought to his/her attention by way of posting on [www.maybank2u.com.my](http://www.maybank2u.com.my), or in other methods which we deem practical.

**General Terms and Conditions**

- i. To the fullest extent permitted by law, we expressly exclude and disclaim any representations, warranties, or endorsements, express or implied, written or oral, including but not limited to any warranty of quality, merchantability or fitness for a particular purpose in respect of the Prizes.
- ii. We will not be liable for any losses, damages or costs incurred or suffered by any Customer as a result of any Customer participating in this Campaign. Furthermore, we will not be liable for any default of this obligation under the Campaign due to any force majeure event which includes but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond our reasonable control.
- iii. The Terms and Conditions of this Campaign is governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- iv. By participating in this Campaign, the Customer agrees and consents to allow his/ her personal data being collected, processed and used by us in accordance with Maybank Privacy Notice, which may be viewed on [www.maybank2u.com.my](http://www.maybank2u.com.my) (“Maybank’s Privacy Notice”).
- v. In addition and without prejudice to the terms in the Maybank’s Privacy Notice, the Customer agrees and consents to his/her personal data or information being collected, processed and used by us for:
  - a. The purposes of the Campaign;
  - b. Marketing and promotional activities conducted in such manner as we see 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,

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television networks, radio stations or online and digital media and on the Internet, without further express consent from the Customer. 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 Customer agrees to co-operate and participate without further express consent and/or payment or consideration, in all our reasonable advertising and publicity activities in relation to the Campaign; and

- c. Other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from us from time to time.