

Terms and Conditions - Spend & Win Heart on Fire Diamond with Maybank Cards Campaign

1. The “Spend & Win Heart on Fire Diamond with Maybank Cards” (“Campaign”) shall commence on 1 February 2020 at 12:00AM MYT until 31 May 2020 at 11:59PM MYT (both dates inclusive) unless notified otherwise (“Campaign Period”). **(extended till 31st July 2020)**

2. Eligibility

- 2.1 All new and existing Principal Cardmembers of Maybank American Express®, MasterCard and Visa Credit/ Charge Card(s) issued by Malayan Banking Berhad (Co. No. 19600100142 3813-K) (“Maybank”); and/ or Maybank Islamic Berhad (Co.No. 200701029411) , and who are not disqualified under clause 2.2 are eligible to participate in the Campaign.

- 2.2 The following persons are not eligible to participate in the Campaign:

- a) Cardmembers whose Maybank or Maybank Islamic American Express, MasterCard & Visa Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or of the Cardmember Agreement during the Campaign Period;
- b) Cardmembers of Maybank or Maybank Islamic American Express, MasterCard & Visa Cards who are or otherwise have been in the past in default of any facility granted by Maybank or Maybank Islamic Berhad at any time;
- c) Permanent and contract employees of the Cards Marketing and Regional Cards Marketing Departments of Maybank.
- d) Cardmembers who are holding Maybank Visa Debit card only.

3. Qualifying Entries

- 3.1 Eligible Cardmembers must meet the “Qualified Spend” in order to earn “Qualifying Entries” and stand to win the Prizes. Example of Qualifying Entries is illustrated in the table below:

Qualifying Entries	Spend Requirement
1x Entry	• Every RM100 spend at HABIB Outlets in Malaysia

- 3.2 Qualified Spend shall include retail at HABIB Outlets only; and Qualifying Entries shall be allocated in accordance to Clause 3.5. For the avoidance of doubt, EzyPay shall be treated as Qualified Spend based on the full transaction amount.
- 3.3 Qualified Spend by Supplementary Cardmember(s) under the same Principal Cardmember’s Maybank or Maybank Islamic Card account(s) shall also be considered as the Principal Cardmember’s Qualified Spend.
- 3.4 Split and/or repetitive transactions of five (5) times and above in a day from the same merchant(s) are disallowed and shall be disqualified.
- 3.5 Computation of the total Qualifying Spend will be based on all valid Maybank or Maybank Islamic Card(s) issued under the same Eligible Cardmember throughout the Campaign Period upon successful SMS registration per illustration below:

Example :	Date Spend	Prize categories
Cardmember A	15 Feb 2020	Monthly Prize - Month 1
		Grand Prize
Cardmember B	1 March 2020	Monthly Prize - Month 2
		Grand Prize
Cardmember C	31 May 2020	Monthly Prize - Month 2
		Grand Prize
Cardmember D	20 June 2020	Monthly Prize - Month 3
		Grand Prize
Cardmember E	31 July 2020	Monthly Prize - Month 4
		Grand Prize

4. Prize

4.1 The prizes to be given away under the Campaign as follows :

Prize Category	Month	Prize	Total Winners
Monthly Prize	Feb 2020	1 st Prize: Hearts on Fire loose diamonds (0.50 Carat)	5 winners
		2 nd Prize : Luxury Luggage bag	5 winners
	Mar 2020	1 st Prize: Hearts on Fire loose diamonds (0.50 Carat)	5 winners
		2 nd Prize : Luxury Luggage bag	5 winners
	Apr 2020	1 st Prize: Hearts on Fire loose diamonds (0.50 Carat)	5 winners
		2 nd Prize : Luxury Luggage bag	5 winners
Grand Prize	Feb 2020 - May 2020	1 st Prize: Hearts on Fire loose diamonds (0.50 Carat)	5 winners
		2 nd Prize : Luxury Luggage bag	5 winners
		Total winner	42 winners

Important note: Due to Movement control order (MCO), Maybank has revised the prize category as per below.

Please take note that no prizes are allocated for April 2020 due to Movement control order (MCO) and non-operation of shop/business in April 2020.

Revised Prize Category:-

Prize Category	Month	Prize	Total Winners
Monthly Prize	Feb 2020	1 st Prize: Hearts on Fire loose diamonds (0.50 Carat)	5 winners
		2 nd Prize : Luxury Luggage bag	5 winners
	Spend Mar & May 2020 due to (MCO)	1 st Prize: Hearts on Fire loose diamonds (0.50 Carat)	5 winners
		2 nd Prize : Luxury Luggage bag	5 winners
	June 2020	1 st Prize: Hearts on Fire loose diamonds (0.50 Carat)	5 winners
		2 nd Prize : Luxury Luggage bag	5 winners
Grand Prize	July 2020	1 st Prize: Hearts on Fire loose diamonds (0.50 Carat)	5 winners
		2 nd Prize : Luxury Luggage bag	5 winners
Grand Prize	Feb, March, May, June & July 2020	Hearts on Fire loose diamond (1.00 Carat)	2 winners
		Total winner	42 winners

4.2 Maybank or Maybank Islamic American Express, MasterCard and Visa Card account(s) must be in good credit standing throughout the Campaign Period in order to be entitled to receive the prize.

4.3 The Prize shall not be exchangeable for cash, credit or in kind, in part or in full.

4.4 Cardmembers are not allowed to transfer or sell his/her right to the Prize to any other person

5. Selection of Winners & Prize Fulfilment

Based on the Qualifying Entries earned, Eligible Cardmembers shall be shortlisted by Maybank's randomizer programme for the respective Prizes and at the point of shortlisting, the conduct and spending on Maybank or Maybank Islamic Cards accounts of the Eligible Cardmembers will be reviewed.

5.1 MONTHLY PRIZE

(a) **2nd PRIZE : 5 X LUXURY LUGGAGE BAG**

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

(b) **1st PRIZE : 5 X HEARTS ON FIRE LOOSE DIAMONDS (0.50 CARAT)**

The shortlisted Eligible Cardmembers will be contacted by Maybank's representatives on the mobile phone numbers registered or recorded in Maybank's system to participate in the Campaign at any time during office hours to one (1) question correctly.

- The shortlisted Eligible Cardmembers will be deemed as a Monthly 1st Prize winner if he/ she is able to answer the questions correctly and agree to participate in the Prize Presentation ("**Monthly First Prize Winner**").
- If the shortlisted Eligible Cardmember is not able to answer all the questions correctly, the next Eligible Cardmember in sequence will be shortlisted and contacted to answer the questions.
- In the event the shortlisted Eligible Cardmember is not contactable after three (3) attempts on the same day and/or the shortlisted Cardmember wishes to withdraw from the Campaign upon being contacted by Maybank's representative, he/she shall be disqualified from the Campaign.
- Calls will be made only to Principal Cardmembers.

5.2 GRAND PRIZE : 2 x HEART ON FIRE LOOSE DIAMONDS (1.00 CARAT)

(a) The shortlisted Eligible Cardmembers will be contacted by Maybank's representatives on 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 correctly.

(a) The shortlisted Eligible Cardmembers will be deemed as a Grand Prize winner if he/ she is able to answer the questions correctly and agree to participate in the Prize Presentation ("**Grand Prize Winner**").

(b) If the shortlisted Eligible Cardmember is not able to answer all the questions correctly, the next Eligible Cardmember in sequence will be shortlisted and contacted to answer the questions.

(c) In the event the shortlisted Eligible Cardmember is not contactable after three (3) attempts on the same day and/or the shortlisted Cardmember wishes to withdraw from the Campaign upon being contacted by Maybank's representative, he/she shall be disqualified from the Campaign.

(d) Calls will be made only to Principal Cardmembers.

5.3 Announcement of the Winners (e.g. Name and masked Maybank or Maybank Islamic Card Number) shall also be made on Maybank's website at www.maybank2u.com.my website (16) weeks after the end of the Campaign Period.

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

6. 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 the local date and time shall be accurate and conclusive;
- (c) agree that Maybank's or Maybank Islamic Berhad 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 from the campaign.
- (e) consent for Maybank or Maybank Islamic Berhad to disclose their particulars to the third party service provider(s)/ authorized supplier(s) including vendors, suppliers, advertising and promotion agencies engaged by Maybank or Maybank Islamic Berhad for the purpose of contacting them during and after the Campaign;
- (f) authorize Maybank or Maybank Islamic Berhad 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 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 or Maybank Islamic Berhad should any of the Terms and Conditions be not fully understood;
- (h) shall not be entitled to claim for any compensation against Maybank or Maybank Islamic Berhad nor any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank or Maybank Islamic Berhad for the 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. This clause shall not be applicable if there is a finding of actionable fault by any competent court on the part of Maybank or Maybank Islamic Berhad.

7. Maybank Privacy Notice

7.1 By participating in this Campaign, Eligible Cardmembers/Winners agree and consent to allow his/ her personal data being collected, processed and used by Maybank or Maybank Islamic Berhad in accordance with Maybank Privacy Notice, which may be viewed on www.maybank2u.com.my ("**Maybank's Privacy Notice**").

7.2 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 or Maybank Islamic Berhad for:

- a) the purposes of the Campaign; and
- b) marketing and promotional activities conducted in such manner as Maybank or Maybank Islamic Berhad 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 but are not limited to the use and/or publication of any details provided in and/or in

connection to the entries, interview material as well as 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 or Maybank Islamic Berhad in relation to the Campaign.

8. Maybank reserves the right to:

- 8.1 disqualify any non-eligible or Eligible Cardmembers from participating in the Campaign for reasons 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 or Maybank Islamic Berhad;
- 8.2 forfeit the Prize(s) in the event there is reversal of Qualified Spend or termination of Maybank or Maybank Islamic Card account(s) during the Campaign Period or non-compliance with the Terms and Conditions herein;
- 8.3 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 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.

9. Maybank or Maybank Islamic Berhad and any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank or Maybank Islamic Berhad for the purposes of the Campaign) shall not be liable and responsible for:

- 9.1 any failure or delay in transmission of sales transactions by MasterCard Worldwide, merchant establishments or any party which may result in the Cardmember not being able to participate for this Campaign;
- 9.2 any direct, indirect, special or consequential loss, damage or injury in any manner whatsoever suffered or caused 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
- 9.3 any default of its obligation under the Campaign due to any force majeure event which include but not limited to acts of God, war, riot, lockout, industrial action, fire, flood, drought, storm, or any event beyond the reasonable control of Maybank or Maybank Islamic Berhad.

This clause shall not be applicable if there is a finding of actionable fault by any competent court on the part of Maybank or Maybank Islamic Berhad.

10. 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.

11. 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.