



Maybank Sama-Sama Lokal Deepavali R.I.S.E Gift Box (“Campaign”) is organized 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 these Terms and Conditions and any decisions made by Maybank in respect of the Campaign and shall be final, conclusive 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 Scan & Pay (formerly known as Maybank QR Pay), which is an electronic payments platform included as a functionality of the Maybank app. All individual customers who have fulfilled the above criteria will hereinafter be referred to as the (“**Eligible Customers**”).
- b) The eligibility of users for Maybank Scan & Pay is governed by the Terms and Conditions of the respective product. Eligibility for usage of Maybank Scan & Pay is a primary requisite for eligibility to participate in this Campaign.
- c) This Campaign is open to individuals who are eighteen (18) years of age and above with valid identification documents. For individuals below the age of eighteen (18) (“minor”), they must obtain the 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/her parents and/or legal guardian. These Terms and Conditions will be equally applicable to the parents and/or legal guardian of the minor in substitution of the applicability of these Terms and Conditions to the minor.

2.0 Definitions

- a) “R.I.S.E. merchants” are the third party vendors who sell the Products through the Sama-Sama Lokal online platform. R.I.S.E., otherwise known as Reach Independence and Sustainable Entrepreneurship, is a Maybank Foundation programme to empower people with disabilities (PWDs).
- b) “Gift box” means the basket containing a collection of products made by R.I.S.E. merchants.
- c) “Products” means goods, products and/or services offered by R.I.S.E. merchants
- d) “Users” or “you” means the individuals who are eligible to use, and uses Sama-Sama Lokal online platform.

2.1 Deepavali R.I.S.E Gift Box Campaign Mechanics and Conditions

- a) This Campaign commences on **20th October 2020** and will end on the **6th**

November 2020, both dates inclusive, or until the gift boxes have been exhausted, whichever is the earlier (“**Campaign Period**”). The pre-order of gift boxes can be purchased online during the Campaign Period. The Delivery Period is from **9th November 2020 to 12th November 2020**.

- b) Each gift box will be sold at a retail price of RM160.
- c) The gift boxes are capped at fifty (50) pre-orders per Eligible Customer for the entire Campaign Period, and the promotion is subject to its availability.
- d) This Campaign is only applicable to orders made online through Online Order Merchants on the Sama-Sama Lokal platform via Maybank2u App or Web. Payment method must be made using MAE or online transfer via the Maybank2u Web or App.

3.0 General Terms and Conditions

- a) Maybank shall not be responsible or held liable in any manner in respect of any technical failures of any kind, intervention, interruptions and/or electronic or human error in the administration and/or processing of the transaction performed via Maybank Scan & Pay, Maybank2u or MAE, provided that the same is not caused directly or indirectly 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) and/or through any other mode of communication as determined by Maybank It shall be the responsibility of the Eligible Customers to be informed of or otherwise seek out any such notice validly posted. Notwithstanding this, Maybank may without prior notice during the Campaign Period, amend the Merchants list after the commencement of the Campaign.
- 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 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’s participation 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, lockdown, epidemic or pandemic, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Maybank.
- e) These Terms and Conditions shall be governed by the Laws of Malaysia and it is subjected to the exclusive jurisdiction of the Courts of Malaysia.
- f) Maybank is entitled to, at its discretion, disqualify/reject any Eligible Customers who do not comply with the Terms and Conditions stated herein and/or are found or suspected to be tampering 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 the Eligible Customers (through any notice displayed at the Maybank2u website).
- h) By participating in this Campaign, the Eligible Customers 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"). The Eligible Customers are welcome to seek clarification from Maybank should any of the Terms and Conditions be not fully understood.
- i) In addition and without prejudice to the terms in the Maybank's Privacy Notice, the Eligible Customers 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 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 promotional 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, each Eligible Customers agree to co-operate and participate in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.
- j) For information, enquiries, feedback and/or complaints related to the Campaign, please contact Maybank's Customer Care hotline at 1 300 88 6688 or +6037844 3696. Alternatively for feedback and/or complaints, the Eligible Customers may choose to e-mail Maybank via the feedback form at Maybank2u website (www.maybank2u.com.my)