Get Rewarded with your Newly Approved Maybank Principal Credit Card <u>applied via M2U</u>

Terms and Conditions

Maybank Online Acquisition 2021 Cash Back Credit Cards Campaign ("Campaign") is organised by Malayan Banking Berhad (196001000142) (referred to as "Maybank") and is subject to these Terms and Conditions. By participating in this Campaign, Eligible Customers (as defined below) hereby expressly agree to be bound by these Terms & Conditions and the decisions made by Maybank.

Campaign Period

- 1. The Campaign will commence from **1**st **October 2020 until 31**st **March 2021** (both dates inclusive) (Campaign Period).
- 2. The promotions comprises of 3 campaigns, as follows:
 - Campaign 1:

Maybank Visa, Mastercard and American Express Online Acquisition Cash Back Campaign: runs from 1st October 2020 to 31st March 2021 (both dates inclusive);

• Campaign 2:

American Express Bonus Cash Back Campaign: runs from 1st October 2020 to 31st March 2021 (both dates inclusive);

Campaign 3:

Maybank 2 American Express Gold or Platinum Cash Back Campaign: runs from 1st June 2020 to 31st March 2021 (both dates inclusive);

All the periods above shall be referred collectively as "Campaign Period".

Eligibility

- 3. Subject to these Terms and Conditions, the Campaign is open to all new-to-bank individuals or existing Maybank (Malayan Banking Berhad and Maybank Islamic Berhad) customers who are residents of Malaysia and does not have any existing credit card issued by Maybank ("Maybank Credit Card") and who has attained the age of 21 years at the time of making an application for any one or more of Maybank Credit Card(s) as a principal cardmember during the Campaign Period ("Eligible Customer").
- 4. To be eligible for this Campaign, an Eligible Customer must apply for any one or more Maybank Credit Card via Maybank2u ("M2U") at www.maybank2u.com.my ("Website") by completing an electronic Maybank Credit Card application form and uploading all required supporting documents on the Website.
- 5. Eligible Customer who apply for any one or more Maybank Credit Card under this Campaign shall hereinafter be referred to as "Applicant(s)".

- 6. An Applicant may be entitled to participate in more than one Maybank Credit Card promotions organized for or in conjunction with the acquisition of a new credit card customer wherein the Applicant may also be similarly entitled to other gifts or rewards under the respective promotions. In the event that the promotion periods for such other promotions overlap with the Campaign Period, the Applicant understands and agrees that he/she shall only be entitled to receive the gifts or rewards from the first Maybank Credit Card approved by Maybank via the channel that the Applicant had applied from, regardless of the number of successfully approved applications in such other promotions and/or this Campaign.
- 7. The following individuals are NOT eligible to participate in this Campaign:
 - Permanent and/or contract employees of Maybank (including its subsidiaries and related companies);
 - Any Applicant who had cancelled any of his/her Maybank Credit Card within six
 (6) months before the date of application and is re-applying for another the Maybank Credit Card under the Campaign;
 - c. Present holders of any Maybank Credit Card(s) whether issued in Malaysia or otherwise; and/or
 - d. Any person who has committed or suspected of committing any misconduct, fraudulent or wrongful acts in relation to their account(s), any facility, and/or any services granted by Maybank and /or Maybank Islamic Berhad.

Campaign 1:

- 8. Maybank Visa, Mastercard and American Express Online Acquisition Cash Back Campaign: New To Bank Principal Card
 - a. This Acquisition Cash Back Campaign will commence on **1**st **October 2020** and will end on **31**st **March 2021** (both dates inclusive).
 - b. All approved applications made by the Eligible Customer via the Website within the Campaign Period with a minimum retail spend of RM500 within the first 45 days from the Maybank Credit Card approval date will be entitled to **ONE** time Cash Back reward of RM150 based on the 1st **Principal Card** achieved the minimum spend criteria as illustrated in the table below:

Card Scheme	Rewards	Spend Criteria	Campaign Period
Maybank Visa Cards		Minimum retail spend of RM500	
Maybank Mastercard	Cash Back RM150	within the first 45 days from card approval date	1 st October 2020 until 31 st
American Express Cards			March 2021

- c. The Cash Back reward will be based on the 1st principal card type to meet the minimum retail spend criteria of RM500 within the Campaign Period.
- d. The spend requirement of RM500 cannot be combined with the other cards applied on the same time.

<u>Scenario on the Visa, Mastercard and American Express Online Acquisition Cash Back</u> Campaign:

• Scenario A:

Customer applied all three types of cards (Visa, Mastercard and American Express) in one application on the Website.

All three cards were approved on 10th October 2020 and the following card spend was made within the Qualifying Period of 45 days (10th October 2020 till 24th November 2020):

Card Scheme	Card Spend within 45 days, from 10 th October 2020 to 24 th November 2020	Date of the Card Type achieved the Minimum Card Spend of RM500
Maybank Visa Cards	RM750	20 th November 2020
Maybank Mastercard	RM500	20 th October 2020
American Express Cards	RM630	24 th October 2020

From the above Card Spend, all 3 credit cards met the minimum retail spend requirement and the Mastercard was the first Card Type to meet the minimum required retail spend of RM500 on 20th October 2020, followed by the American Express and subsequently Visa on the 24th October 2020 and 20th November 2020 respectively.

In this scenario, the customer will be eligible for Cash Back of RM150 based on the spend made via Mastercard.

Campaign 2:

9. American Express Bonus Cash Back Campaign: New To Bank Principal Card

- a. This American Express Bonus Cash Back campaign will commence on 1st October
 2020 and will end on 31st March 2021 (both dates inclusive) ("Campaign 2 Period").
- b. In order to be entitled to participate in this American Express Bonus Cash Back Campaign, all approved applications made by the Eligible Customer via the Website must spend a minimum retail spend of RM500 within the **first twenty 20 days** from the Maybank American Express Credit Card approval date will be entitled for Bonus Cash Back of RM100 as illustrated in the table below:

Card Scheme	Rewards	Spend Criteria	Campaign Period
Maybank American Express Card	RM100 Cash Back	Minimum retail spend of RM500 within the first 20 days from card approval date	1 st October until 31 st March 2021

<u>Scenario on the American Express Bonus Cash Back Campaign:</u>

Scenario B:

Pursuant to the Scenario A as detailed earlier, the American Express Card was approved on 10th October and the following card spend was made within the Qualifying Period of 20 days (10th October 2020 till 30th October 2020):

Card Scheme	Card Spend within 20 days, from 10 th October 2020 to 30 th October 2020	Date of the Card Type achieved the Minimum Card Spend of RM500
American Express Cards	RM630	24 th October 2020

From the above Card Spend, American Express met the minimum requirement retail spend of RM500 on 20th October 2020 within the Qualifying Period of 20 days

In this scenario, the customer will be eligible for an Bonus Cash Back of RM100 based on the spend made via American Express Card on top of the RM150 received from Campaign 1 based on the spend made via Mastercard.

Campaign 3:

- 10. Maybank 2 American Express Gold or Platinum Cash Back Campaign : New To Bank Principal Card
 - a. This American Express Gold or Platinum Cash Back Campaign commenced on 1st June 2020 and will end on 31st March 2021 (both dates inclusive) ("Campaign 3 Period").
 - b. All approved application made by the Eligible Customer via the Website within Campaign 3 Period within a minimum retail spend of RM100 within the first thirty 30 days from the Maybank 2 Gold Card or Maybank 2 Platinum Credit Cards approval date will be entitled for Cash Back reward as listed below:

Card Scheme	Card Type	Spend Criteria	Campaign Period
Maybank American Express Card	Maybank 2 Gold Card or Maybank Platinum Credit Cards	Minimum retail spend of RM100 within the first 30 days from card approval date	1 st June until 31 st March 2021

<u>Scenario on the Maybank 2 American Express Gold or Platinum Cash Back Campaign:</u>

• Scenario C:

Pursuant to Scenario A & B the customer applied for Maybank 2 Platinum Card under American Express card scheme and the card was approved on 10th October 2020 and the following card spend was made within the Qualifying Period of 30 days (10th October 2020 till 9th November 2020):

Card Type	Card Spend within 30 days, from 10 th October 2020 to 9 th November 2020	Date of the Card Type achieved the Minimum Card Spend of RM100
Maybank 2 Platinum Card	RM630 (Spend on Maybank 2 Platinum Card)	15 th October 2020

From the above Card Spend, Maybank 2 Platinum Card spend on American Express Card met the minimum required retail spend of RM100 on 15th October 2020 within the Qualifying Period of thirty (30) days.

In this scenario, the customer will be eligible for Cash Back of RM30 based on the spend made Maybank 2 Platinum Card American Express Card on top of the RM100 received under Campaign 2 and a further RM150 received under Campaign 1. In this scenario, this customer may earn up to RM280 worth of Cash Back.

Campaign Fulfilment

12. Cash Back fulfilment will be done twelve (12) weeks from the last date of the month of which the Maybank Credit Card was approved and is only available until the fund is fully utilized.

Example: If the Maybank Credit Card was approved on 10th October 2020, the customer is required to expect the fulfilment to be done 12 weeks from 31st October 2020. Cash Back will be reflected at the Monthly Credit Card Statement by end of January 2021.

13. Each Eligible Customer are only entitled for one (1) time Cash Back reward throughout the respective Campaigns as highlighted in the Terms & Conditions.

- 14. Maybank reserves the right to disqualify an Eligible Customer from participating in the Campaign and/or from receiving the Cash Back, due to the followings:
 - a. where the minimum payment or any amounts due and payable under any of the Applicant's Maybank Credit Card account(s) are not settled on or before its due date;
 - b. if any of the Applicant's Maybank Credit Card account(s) is cancelled, closed, or terminated by any reason whatsoever, either voluntarily or involuntarily on or before the fulfilment of the Cash Back and/or Gift;
 - c. has committed or is suspected of committing any misconduct, fraudulent or wrongful acts.

Retail Spend

- 15. "Retail Spend" means the purchase of any goods or services (local or international) using the Maybank Mastercard Credit Card and may include, at Maybank's discretion, any card transaction as may be determined by Maybank except for the following transactions:
 - a. Instalments paid under Maybank's Flexi Payment Plan, Easy Payment Plan transactions registered and commenced before the Campaign Period, Credit Shield Plus, Cash Treats, Ezy Cash, Balance Transfer, eWallet and Cash Advance.
 - b. Any disputed, cancelled, refunded, unauthorized or fraudulent purchase transactions;
 - c. Payment of annual Maybank Mastercard Credit Card membership fees;
 - d. Interest payments, late payment fees, charges for cash withdrawals, any taxes imposed by law and any other form of service/miscellaneous fees; and
 - e. Transactions made by the Applicant with any merchant associated with or controlled by them (whether as employee, employer, shareholder or director). i.e. transactions by Applicant with any corporation or business entity in which he/she is an employee or employer or works with or has shares or interest in or is a director of.

General Term & Condition

- 16. 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 Applicant's eligibility for the Campaign .
- 17. Maybank reserves the right to amend, shorten, cancel, suspend or terminate this Campaign or any part thereof with twenty one (21) days' notice. Such notice may be published by Maybank at 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 Applicants to be informed of or otherwise seek out any such notice validly posted.

- 18. By participating in this Campaign, the Applicant is encouraged to access the Maybank website at www.maybank.com.my to view the Terms and Conditions herein as a way of keeping updated on any changes or variations to the same.
- 19. For the avoidance of doubt, the amendment, shortening, cancellation, suspension or termination of this Campaign by Maybank shall not entitle the Applicants 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 the such amendment, shortening, cancellation, suspension or termination of the Campaign.
 - 20. Any variation (of any of the terms and conditions stated herein) shall be binding on the Applicants (through any notice displayed at the Maybank2u website.)
 - 21. In no event shall Maybank nor 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 this Campaign) be liable to the Applicants in this Campaign for any direct, indirect, special or consequential loss and/or damage (including but not limited to, loss of income, profits or goodwill) arising from or in connection with this Campaign provided that the same is not caused directly by Maybank.
- 22. Any variation (of any of the terms and conditions stated herein) shall be binding on the Eligible Customer (through any notice displayed at the Maybank2u website).
- 23. Maybank shall not be liable for any losses, damages or costs incurred or suffered by any Applicant as a result of the 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 not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm epidemic or pandemic, declarations, orders or acts of any governmental, other legally constituted authority or any event beyond the reasonable control of Maybank.
 - 24. The Applicants shall be personally liable for all taxes, rates, government fees or any other charges that may be levied against them, under the applicable laws, if any in connection with the Campaign Reward or use of the Campaign Reward.
 - 25. Maybank's decision on all matters relating to the Campaign shall be final, conclusive and binding. No further correspondence, appeals, protests or attempts to dispute the same shall be entertained in any event.
 - 26. In no event shall Maybank nor 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 this Campaign) be liable to the Eligible participants in this Campaign for any direct, indirect, special or consequential loss and/or damage (including but not limited to, loss of income, profits or goodwill) arising from or in

- connection with this Campaign provided that the same is not caused directly by Maybank.
- 27. Maybank may at its discretion disqualify/reject any Applicant who does not comply with the Terms and Conditions stated herein and/or is found or has been suspected of tampering with the Campaign and/or its process or the operation of this Campaign. Tampering shall include fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.
- 28. 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.
- 29. Maybank is entitled to, at its discretion, disqualify/reject any Applicants 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.
- 30. Any variation (of any of the terms and conditions stated herein) shall be binding on the Applicants (through any notice displayed at the Maybank2u website).
- 31. By participating in this Campaign, Applicants 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.maybank.com.my ("Maybank's Privacy Notice"). Applicants are welcome to seek clarification from Maybank should any of the Terms and Conditions be not fully understood.
- 11. In addition and without prejudice to the terms in the Maybank's Privacy Notice, Applicants 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 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 Applicant agrees to co-operate and participate in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.

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 Applicant may choose to e-mail Maybank via the feedback form at Maybank2u website (www.maybank.com.my)