

Scan & Pay's Chinese New Year 2021 Promotional Cashback Campaign Terms & Conditions



Scan & Pay's Chinese New Year 2021 Promotional Cashback 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 these Terms and Conditions and any decisions made by Maybank in respect of the Campaign shall be 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 Scan & Pay (Scan & Pay), which is an electronic payment platform utilising Quick Response (QR) codes included as a functionality of the Maybank2u MY App and MAE by Maybank2u (also known as the MAE app). (All individual customers who have fulfilled the above criteria will hereinafter be referred to as “**Eligible Customers**”).
- b) The eligibility of users for Scan & Pay is governed by the Terms and Conditions of the respective product. Eligibility for the usage of Scan & Pay is a primary prerequisite for the eligibility in this Campaign.
- c) This Campaign is open to individuals who are eighteen (18) years of age and above with valid identification document. For individuals below the age of eighteen (18) years (“**minor**”), they must obtain the written consent of their parents and/or legal guardian in order to participate in this Campaign. The use of the MAE app and MAE account is an acknowledgement to Maybank that the minor has obtained the prior consent of his or her parents and/or legal guardian. These 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 25th January 2021 at 10:00:00 AM and will end on 7th March 2021 at 11:59:59 PM (“**Campaign Period**”), for the transactions listed in the table in Clause 2(b).
- b) During the Campaign Period, Maybank offers to all Eligible Customers: up to 1x random cashback (“**Cashback**”) per transaction (capped at 2x random cashback during the entire campaign period) with a minimum spend of RM30.00 (subject to availability), off purchases at selected merchants at their designated premises/outlet(s) as listed in the list of participating merchants (“**Merchants**”).

1	Cashback value	Randomized between RM0.00 to RM88.00
2	Capping	The total Cashback is capped at RM1,000,000 worth of Cashback throughout the Campaign Period.
3	Minimum qualifying purchase	RM30.00

4	Cashback limit per user	Up to two (2x) random cashback per user throughout the entire Campaign Period, subject to the Cashback limit stipulated in 2(b)(2).
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- c) Based on the type of Eligible Transactions performed, as defined in the table below, Eligible Customers will receive Cashback chances via the Campaign as set out in Clause 3.0.

Eligible Transaction
<p>Eligible monetary transactions with a minimum qualifying purchase of RM30.00 per transaction at selected merchants (refer Appendix 1):</p> <p>i. Perform a Scan & Pay transaction from their Maybank current account, savings account or MAE account from the Maybank2u MY App or MAE by Maybank2u (“Payment Method”)</p> <ul style="list-style-type: none"> • The Eligible Customers may change their source of funds for Scan & Pay from the Maybank2u MY App by selecting the side menu: Me > QRPay > Default Account > Select Savings/Current Account. • The Eligible Customers may change their source of funds for Scan & Pay from MAE by Maybank2u by selecting the ‘Change’ button upon payment. <p>ii. Only Scan & Pay transactions performed via the Maybank2u MY App Version 5.6 and above, and MAE by Maybank2u Version 0.6.4 and above shall be eligible for this Campaign.</p>

Example:

Scenario	Eligible cashback chances upon Eligible Transaction
a Total purchase of RM40.00, funded from a Maybank savings account	1x random cashback. The random cashback value will be credited automatically into the selected source of funds for Scan & Pay from the Eligible Customer’s Maybank2u MY App or MAE by Maybank2u.
b Total purchase of RM6.00, funded from a Maybank savings account	No cashback as the transaction does not meet the minimum spend criteria.
c Total purchase of RM30.00, funded from a Maybank credit card	No cashback chance as source of funds selected is Maybank credit card as per Clause 2(f).

- d) The Campaign is only accessible via the Maybank2u MY App or MAE by Maybank2u (“**Campaign Platforms**”).
- e) The Scan & Pay transaction can be made from the Maybank2u MY App via the “SCAN” or “PAY” function, or from the MAE by Maybank2u via the “PAY” or “SHOW QR CODE” function.

- f) For the avoidance of doubt, the opportunity to obtain the Cashback will only be valid during the Campaign Period and only for Scan & Pay transactions that are funded by Maybank current account, savings account or MAE account, transacted via Maybank2u MY App (version 5.6 and above) or MAE by Maybank2u (version 0.6.4 and above), and is not valid in conjunction with other promotions, discounts or vouchers.
- g) Maybank may change the terms and conditions of the Cashback Period and qualification for Cashback.
- h) The Eligible Customer will immediately be directed to the Cashback screen upon completion of the Eligible Transaction irrespective of whether the Eligible Transaction is performed before or after the Eligible Customer's login into the Maybank2u MY App or MAE by Maybank2u.

3.0 Cashback

- a) The value of the cashback to be won ranges from RM0.00 to RM88.00 per qualifying transaction as mentioned in Clause 2(b) and 2(f), and will be awarded randomly by Maybank's randomiser program, or RM0.00 upon complete utilization of Cashback as mentioned in Clause 2(c), or subject to availability as mentioned in Clause 2(f).
- b) The cashback received will be credited to the Eligible Customer's default Scan & Pay current account, savings account or MAE account within seven (7) working days after each Eligible Transaction.
- c) Maybank reserves the right to vary the amount of cashback to be awarded at any time.

4.0 Selection of Eligible Customer for Cashback

- a) Participation in the Campaign shall be construed as consent to all mechanics and other programs involved in this Campaign and explicit acceptance of any and all Campaign results it may produce.
- b) Eligible Customers will be notified of the cashback won through the Campaign Platforms and it will be the responsibility of the Eligible Customers to check the notification.
- c) Maybank may request for any documentation or written proof of identification, age, and place of residence of winners for verification purposes to ensure compliance with the Terms & Conditions.
- d) Maybank reserves the right to forfeit and withdraw the cashback won in the event that the Eligible Customer does not comply with the Terms & Conditions herein.

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 Scan & Pay, provided the same is not caused by Maybank or the determination of the customers' eligibility for the Campaign.

- b) 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 via Maybank2u website (www.maybank2u.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.
- c) For the avoidance of doubt, the amendment, shortening, 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 the such amendment, shortening, 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 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 and pandemic 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 reasonable discretion, disqualify/reject any Eligible Customers who does 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 on the Eligible Customers (through any notice displayed at the Maybank2u website).
- h) By participating in this Campaign, 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**"). 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, 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 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 Eligible Customers agrees 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 **+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.maybank2u.com.my)