

Maybank 2 Cards Amex Contactless Campaign Terms and Conditions

Terms and Conditions

Maybank 2 Cards Amex Contactless Campaign (“Campaign”) is organised by Malayan Banking Berhad (196001000142 (3813-K)) (referred to as “Maybank”) and is subject to these Terms and Conditions. By participating in this Campaign, the Eligible Customers (as defined below) hereby expressly agree to be bound by these Terms & Conditions and the decisions made by Maybank.

Campaign Period

1. Maybank 2 Cards Amex Contactless Campaign will commence from 1 January 2021 until 30 April 2021 (both dates inclusive) (“Campaign Period”).
2. This Campaign comprises of one promotion which is the Maybank 2 Cards Amex Contactless Campaign promotion;

Eligibility

3. Subject to these Terms and Conditions, the Campaign is only open to all new and existing principal and supplementary cardmembers of **Maybank 2 Cards Amex Gold and Platinum Amex Credit Card** (collectively referred to as “Maybank Cards”) issued by Maybank who have successfully registered for the Campaign via short messages service (“SMS”) during the Campaign Period (“Eligible Customer”).
4. To be eligible for this Campaign, an Eligible Customer must have the Maybank 2 Cards Amex Gold **or** Maybank 2 Cards Amex Platinum with the **contactless credit card**. An Eligible Customer must also be Malaysians or non-Malaysians residing in Malaysia who have the Maybank 2 Cards Amex Gold **or** Maybank 2 Cards Amex Platinum contactless credit card.
5. The following individuals are NOT eligible to participate in this Campaign:
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 (200701029411(787435-M)).
6. Notwithstanding, Maybank has the absolute discretion at any time, to determine the eligibility of any Eligible Customer and it shall not be obliged to give any reason(s) whatsoever. The decision(s) made by Maybank shall be final, binding and conclusive.

SMS Registration

7. In order to be eligible to participate in this Campaign, all Principal Maybank Card Cardmembers (“Principal Cardmembers”) are required to register once via SMS using either a Maxis, Digi, Celcom, Umobile, Yes, One XOX, Tunetalk, Unifi or any other relevant telecommunication provider (can either be post-paid or prepaid) (“Telco”) mobile number within the Campaign Period (“Registration”) as follows:

SMS: **Amex**<space>12-digit NRIC Number to 66628 (E.g. Amex 810101086111 or Amex A84958477)

Note: register using the 12-digit NRIC Number/Passport Number

8. Principal Cardmembers are only required to register ONCE within the Campaign Period to participate in the Campaign.
9. The Principal Cardmember shall be responsible to pay the standard SMS charges levied by their respective Telco service providers for each Registration sent to the designated number "66628" under the Campaign.
10. The Principal Cardmember is solely responsible to ensure that the details in the Registration SMS sent to "66628" are complete, accurate and sent within the Campaign Period, failing which, the Registration is deemed invalid or unsuccessful and the Principal Cardmember will not be eligible to participate in this Campaign.
11. Any subsequent cancellation and/or any changes made to the details of the Principal Cardmember after the Registration which has been successfully sent to "66628" will not be entertained.
12. Proof of the SMS sent to "66628" by the Principal Cardmember shall not be deemed as successful Registration unless the Principal Cardmember receives a confirmation SMS from "66628" and such confirmation SMS will be sent to the same mobile phone number used for Registration, subject to the SMS traffic at the respective Telco's network. The confirmation SMS is automatically generated to confirm receipt of a successful Registration and shall not be deemed as notification that the Principal Cardmember has been confirmed as the Winner (as defined below).
13. Maybank reserves the right to disqualify any Registration sent to "66628" due to reason(s) including, but not limited to duplicate registrations, invalid NRIC/Passport Number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period for any reason(s) and Maybank shall not be liable for such disqualification.
14. Maybank is not responsible nor does Maybank have any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective Telco or Maybank's SMS service provider or for any other reason(s) whatsoever during the process of the Registration sent to "66628" or the SMS confirmation sent from "66628" to the Principal Cardmembers which may result in the delay of the Registration during the Campaign Period.
15. The SMS service is provided and supported by the service providers appointed by Maybank.

Promotion Mechanics

16. The Eligible Customer(s) must spend with his or her Maybank 2 Cards Amex Gold or Maybank 2 Cards Amex Platinum via **contactless transactions** during the **weekdays** (Monday to Friday). Contactless transactions refer to the card **being waved** (no insertion and keying in the PIN number) at the contactless reader screen/terminal screen for a transaction amount of RM250.00 and below in a single receipt.
17. Any contactless transaction above RM250.00 that require to key in PIN will be excluded from eligibility in this Campaign.
18. The qualifying transactions include any **face to face transaction at a cashier counter** (online transaction(s) are excluded) successfully transacted using a Maybank 2 Cards Amex Gold or Platinum Contactless card during the Campaign Period at any merchant who accepts Amex contactless cards, subject to Clause 17 above. Any qualifying transaction that is reversed or cancelled shall be excluded from eligibility in this Campaign.
19. Maybank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by merchant establishments or any other party within Malaysia.
20. The Eligible Customer(s) will be awarded with 10X Treatspoints for all successful contactless payments made with the Maybank 2 Amex Gold or Platinum Credit Card during the weekdays only. Weekdays are define as Monday to Friday.

21. The TreatsPoints will be capped at a pool of 25 million TreatsPoints per month and this is based on a first come first served basis.
22. The Eligible Customer will need to register via SMS to enjoy the 10X TreatsPoints. Kindly refer to "**SMS Registration**" above.
23. There is a total pool of 100Mil TreatsPoints allocated for this Campaign. For each month, there will be a cap of a total pool of 25Mil TreatsPoints.

Campaign Period	TP Pool
1 Jan to 31 Jan 2021	25M TPs per month
1 Feb to 28 Feb 2021	25M TPs per month
1 Mar to 31 Mar 2021	25M TPs per month
1 April to 30 April 2021	25M TPs per month

24. For the avoidance of doubt, any Eligible Transaction(s) made by a supplementary cardholder will be consolidated under the Principal Cardmember's Card account.

Fulfilment of TreatsPoints

25. TreatsPoints fulfilment will be carried out within twelve (12) weeks from the Campaign's end date. Crediting of TreatsPoints into the Principal Cardmember's account will take place at the end of the billing cycle whereby the Principal Cardmember will see it in his or her respective billing statement.
26. The Principal Cardmember will be notified of the TreatsPoints either in writing or SMS or any other method of communications which Maybank deems appropriate.
Example: The Campaign ends on 30 April 2021, the Principal Cardmember is required to expect that the TreatsPoints fulfilment will be done 12 weeks from 30 April 2021. The TreatsPoints fulfilment is expected to be completed latest by July 2021.
27. Maybank reserves the right to disqualify an Eligible Customer from participating in the Campaign and/or receiving the 10X TreatsPoints, due to the following:
 - a. Where the minimum payment or any amounts due and payable under any of the Eligible Customer's Maybank Credit Card account(s) are not settled on or before its due date;
 - b. If the Eligible Customer's Maybank 2 Cards Amex Gold or Platinum Credit Card account is cancelled, closed, or terminated for any reason(s) whatsoever, either voluntarily or involuntarily on or before the fulfilment of TreatsPoints;
 - c. If the Eligible Customer has committed or is suspected of committing any misconduct, fraudulent or wrongful acts.

General Term & Condition

1. 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 the Maybank 2 Cards Amex Gold or Maybank 2 Cards Amex Platinum provided that the same is not caused by Maybank nor the determination of the customers' eligibility for the Campaign.

2. 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 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.
3. 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 claim for 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.
4. Maybank shall not be liable for any losses, damages or costs incurred or suffered by any Eligible Customer as 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 is not limited to an act of God, war, riot, lockout, epidemic or pandemic, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Maybank.
5. 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.
6. Maybank is entitled to, at its 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.
7. 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).
8. 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.maybank.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.
9. In addition to and without prejudice to the terms in 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 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 Customer agrees to co-operate and participate in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.

For further 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 Customer may choose to e-mail Maybank via the feedback form on the Maybank2u website (www.maybank.com.my)