

## **#SaveUp Facebook Contest - Terms & Conditions**

1. The “#SaveUp Facebook Contest” (“Contest”) commences on 29 November 2021 and expires on 10 December 2021 (both dates inclusive), unless notified otherwise (“Contest Period”).
2. This Contest is organised by Malayan Banking Berhad (196001000142) (“Maybank”) and shall be subject to the Terms and Conditions herein (“Terms and Conditions”).
3. By participating in this Contest, Eligible Participants (as defined in Clause 4 below) hereby expressly agree to be bound by the Terms and Conditions and any decisions made by Maybank in respect of this Contest shall be final, conclusive and binding.
4. This Contest is open to all Malaysian citizens who are at least eighteen (18) years old (proof of age may be required) (“Eligible Participants”).
5. Employees of Maybank are eligible to participate in this Contest.
6. Throughout the Contest Period, there will be two (2) contest posts published on Maybank’s official Facebook account (<https://www.facebook.com/Maybank/>) on the below dates (“Contest Post”):
  - 29 November 2021
  - 9 December 2021
7. Eligible Participants are required to leave a comment on the Contest Post with a suitable response within the designated timeframe (“Eligible Comments”).
8. Eligible Participants must ensure their Direct Messages on Facebook are open to public and be contactable for verification purposes.
9. Eligible Participants shall not remove their Eligible Comment from the Contest Post at any time prior to prize fulfilment to prevent forfeiture.
10. Eligible Participants who leave comment(s) containing inappropriate materials/contents including, but not limited to, profanity, discrimination, harm towards others, acts of abuse, and sexually explicit acts, will be disqualified from the Contest.
11. Five (5) winners with correct answers will be randomly selected from the pool of Eligible Comments from each Contest Post (“Winners”). A total of 10 Winners will be selected for this Contest.
12. Winners will be entitled to win RM50 worth of Starbucks Card each (“Prize”).
13. Distribution of Prizes
  - i. Maybank will notify the Winners through any mode of communication which Maybank deems appropriate.
  - ii. The Prizes for this Contest will be distributed after the Contest Period has ended, i.e. by 31 January 2022.
  - iii. Upon distribution, Maybank shall no longer be responsible for the use of the Prizes.
  - iv. Maybank reserves the right to substitute the Prizes (value of which is to be decided by Maybank) for any reason Maybank reasonably deems fit.

- v. The Prizes is given on an “as is” basis and are neither transferable nor exchangeable for cash or anything of the same value, whether in part or in full and are subject to the Terms and Conditions.
  - vi. It shall be the Winners’ responsibility to ensure that the contact details provided and maintained in Maybank’s records are current and updated.
  - vii. Any Prize left unclaimed for thirty (30) days after the notification of Winner is made will be forfeited.
- 14.** The Winners may be required to attend a Prize presentation ceremony and/or other publicity programs, as and when required, and the Winners consent to any disclosure of the same in any manner as determined by Maybank. Failure to attend the Prize presentation ceremony and/or other publicity programs may constitute a forfeiture of the Prize.
- 15.** Maybank’s decision on all matters relating to the Contest shall be final, conclusive and binding. No further correspondence, appeals, protests or attempts to dispute the same shall be entertained in any event.
- 16.** Picture(s) of the Prizes shown in any advertisement, promotion and other publicity materials relating to or in connection with the Contest is/are solely for illustration purposes only and may not depict the actual colour, model or specification of the Prize.
- 17.** Any dispute in relation to quality, merchantability and/or warranty of the Prizes (whichever applicable) must be settled directly by the Winner with the dealer/supplier without recourse to Maybank. Maybank is not responsible for any breach of quality or warranty of the Prizes or any terms and conditions thereof.
- 18.** All Eligible Participants 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.
- 19.** If there is any dispute (except dispute under clause 17 above) related to prize distribution or non-receipt of the Prizes, winners are required to contact Maybank Customer Service at 1300 88 6688 to request for an inquiry. No request for any inquiry shall be entertained after 28 February 2022.

#### **General**

- 20.** Maybank shall not be responsible or held liable in respect of technical failures of any kind whatsoever, intervention, interruptions, and/or electronic or human errors in the administration and/or processing of the transaction performed via the MAE app, M2U app, Maybank2u Biz, Maybank2u, or Maybank2e provided the same is not caused by Maybank.
- 21.** Maybank reserves the right to withdraw, cancel, suspend, extend or terminate this Contest earlier in whole or in part and reserves the right to modify any of the terms and conditions contained herein, from time to time by giving at least minimum of twenty one (21) calendar days’ prior notice thereof, the notice of which shall be posted through Maybank2u website at [www.maybank2u.com.my](http://www.maybank2u.com.my) or through any other channel or channels determined by Maybank. It shall be the responsibility of the Eligible Participants to be informed of or otherwise seek out any such notice validly posted.
- 22.** By participating in this Contest, Eligible Participants agree to access the Maybank2u website at [www.maybank2u.com.my](http://www.maybank2u.com.my) on a regular basis to view the terms and conditions herein and seek clarification from Maybank should any of the Terms & Conditions be not fully understood.

- 23.** By participating in this Contest, Eligible Participants agree to be bound by the Terms and Conditions herein and 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](http://www.maybank2u.com.my) (“Maybank’s Privacy Notice”).

In addition and without prejudice to the terms in the Maybank’s Privacy Notice, Eligible Participants agree and consent to his/her personal data or information being collected, processed and used by Maybank for:

- i) the purposes of the Contest; and
- ii) 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, Eligible Participants agree to co-operate and participate in all advertising and publicity activities of Maybank in relation to the Contest.

- 24.** Maybank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for the purposes of this Contest) shall not be liable to Eligible Participants in this Contest for any direct, indirect, special or consequential loss or damage (including but not limited to, loss of income, profits or goodwill) arising from or in connection with this Contest unless caused by the any gross negligence or omission by Maybank.

- 25.** Maybank shall not be responsible and / or liable for any losses suffered by Eligible Participants resulting directly or indirectly from the Eligible Participants’ participation in this Contest or otherwise. Furthermore, Maybank shall not be liable for any default of its obligation under this Contest due to any force majeure events which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any events beyond the reasonable control of Maybank.

- 26.** Maybank may disqualify/reject any Eligible Participant who does not comply with the terms and conditions stated herein and/or are found or suspected to be tampering with the Contest and/or its process or the operations of this Contest which includes fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Contest.

- 27.** These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

- 28.** In the event of any inconsistency between the English and Bahasa Malaysia versions of the Terms and Conditions, the English version will prevail.

For information, enquiries, feedback and/or complaints related to the Contest, please contact Maybank's Customer Care hotline at 1 300 88 6688 or +603 7844 3696. Alternatively for feedback and/or complaints, Eligible Participants may choose to e-mail Maybank via the feedback form at Maybank2u website [www.maybank2u.com.my](http://www.maybank2u.com.my)