



**Maybank Sama-Sama Lokal FREE Pepsi Black** ("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 shall be final, conclusive and binding.

## **1. Eligibility**

- 1.1. 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 QRPay). All individual customers who have fulfilled the above criteria will hereinafter be referred to as the ("Eligible Customers").
- 1.2. The eligibility of users for Maybank Scan & Pay is governed by the Terms and Conditions of the product. Eligibility for usage of Maybank Scan & Pay is a primary requisite for the eligibility to participate in this Campaign.
- 1.3. 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 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 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. Definition**

- 2.1. "Merchants" means the third party vendors who sell the products through the Sama-Sama Lokal online platform via the Maybank2u app. The participating Merchants for this Campaign fall under the sub-categories "FREE Pepsi black".
- 2.2. "Products" means the goods, products and/or services offered by the Merchants.
- 2.3. "Users" or "you" means the individuals who are eligible to use and uses the Sama-Sama Lokal online platform.
- 2.4. "Buyer" or "you" means the individuals who have purchased a product by making a payment via Sama-Sama Lokal online platform to the Merchants.

## **3. Campaign Mechanics and Conditions**

- 3.1. This Campaign commences on 1 November 2021 at 00:01 AM until 30 November 2021 at 11:59 PM, both dates inclusive, or until the Promo Code redemption is exhausted, whichever is the earlier ("Campaign Period").
- 3.2. This Campaign will have a promo code detail mechanics which is illustrated in Table 3.4 and Table 3.5 as shown below in this section.
- 3.3. During this Campaign Period, you are eligible to get ONE (1) Pepsi Black bottle (400ml) by purchasing any item with indication of "Free Pepsi" in the menu.

### 3.4. "FREE Pepsi Black bottle (400ml) promo

1.	Promo	FREE ONE (1) Pepsi Black bottle (400ml) upon purchasing any Merchant's menu item with indication of "FREE Pepsi" in the menu.  e.g. [where eligible for Free Pepsi] Chicken Chop , eligible for Free Pepsi x 1 bottle  [where not eligible for Free Pepsi] Lamb Chop, not eligible for Free Pepsi
2.	Capping	Total number of 11,520 Pepsi Black bottles are available throughout the entire Campaign Period
3.	Minimum Qualifying Purchase	No minimum spend
4.	Promo Period	1 November 2021 until 30 November 2021
5.	Payment Method	MAE or online bank transfer via the Maybank2u App (version 7.8 and above) or Web ( <a href="http://www.maybank2u.com.my">www.maybank2u.com.my</a> )

### 3.5. Purchasing Scenarios and Eligible FREE Pepsi Black bottle (400ml) when using the Promo Code

Total purchase of ONE (1) menu item "[Free Pepsi] Chicken Chop" costs RM15	<b>Entitled for ONE (1) Pepsi Black bottle (400ml)</b>	RM15.00
Total purchase of TWO (2) menu item "[Free Pepsi] Chicken Chop" of RM15 from Merchant A	<b>Entitled for TWO (2) Pepsi Black bottle (400ml)</b>	RM30.00
Total purchase of TWO (2) menu item "[Free Pepsi] Chicken Chop" of RM15 and "Lamb chop" RM20	<b>Entitled for ONE (1) Pepsi Black bottle (400ml)</b>	RM35.00

- 3.6. This Campaign is only applicable to orders made online through the Merchants under sub-category of **"FREE Pepsi black"** on the Sama-Sama Lokal online platform via the Maybank2u App or Web.
- 3.7. In the event that a transaction is processed with the said FREE Pepsi Black bottle (400ml) is successfully obtained with a Merchant not listed on the Sama-Sama Lokal online platform for any reasons whatsoever, Maybank reserves the right to immediately take the appropriate action(s) against the Eligible Customer to recover the discounted amount including the right to set off the amount from the Eligible Customer's account with prior notice via the Eligible Customer's email registered with Maybank.
- 3.8. Merchant is not allowed, at any point throughout the Campaign Period, to place any order from their own store, either by themselves or through a third-party, and use the promo code with the order.

Orders made in this manner are not eligible for participation in this Campaign. If the order is processed, Maybank reserves the right to immediately take the appropriate action(s) against the Merchant or the Eligible Customer to recover the discounted amount including the right to set off the amount from your account with prior notice via your email registered with Maybank.

#### **4. Delivery & Fulfillment**

- 4.1. Eligible Customer can opt to choose delivery or self-pickup to receive the Products. Delivery methods can be further categorized into:
  - 4.1.1. Instant Delivery – the assignment of delivery service providers such as Lalamove, MrSpeedy, GrabExpress, Matdespatch and Bungkusit will be automatically assigned by Delyva, an aggregated delivery partner platform.
  - 4.1.2. Merchant Delivery - The Merchant is free to use their own preferred delivery partner, and Maybank does not have any control over the delivery partner selected by the Merchant.
- 4.2. In the event of self-pickup, buyers will need to arrange the self-pickup time with the Merchant.
- 4.3. Maybank will provide up to RM10 discount on the delivery fees, with a limited quota of 500 discounts per day on a first come first serve basis or such other limit Maybank at its discretion determines. Each buyer is limited to a total 30 usages of this delivery fees discount throughout the Campaign Period.
- 4.4. Splitting of bill for the purpose of redeeming multiple RM10 discount on delivery fees is strictly not allowed.
- 4.5. The RM10 discount on the delivery fees is only applicable for all delivery methods and not applicable for self-pickup.

#### **5. Instant Delivery**

- 5.1. In the event the method of delivery chosen is via Instant delivery (as per Item 4.1.1), the delivery fees is automatically calculated based on the delivery rate per kilometer controlled by each delivery partner.
- 5.2. Upon placing an order with the Merchant, you are deemed to have acknowledged and consented that your contact number and delivery address will be shared to the Delivery Service Provider for the Delivery Service Provider to contact you in real-time to track your order or settle additional delivery charges, if any. The Delivery Service Provider may also contact you to clarify on your order or delivery address to ensure the completion of a proper trade.
- 5.3. Your orders may be cancelled or will not be processed due to high-volume or back-log of orders. Maybank shall not be held liable for any cancellation or the non-process of orders due to this backlog.

#### **6. Merchant Delivery**

- 6.1. The Merchant is free to use their preferred delivery partner, and Maybank does not have any control over the delivery partner selected by the Merchant.
- 6.2. In the event that you have purchased a Product from a Merchant who opted to arrange their own delivery, the products shall be delivered and fulfilled by the Merchant within the Campaign Period. For the avoidance of doubt, Maybank will not be responsible for the delivery and/or fulfillment of the product by the Merchant.
- 6.3. Upon placing an order with the Merchant, you are deemed to have acknowledged and consented that your contact number and delivery address will be shared to the Merchant for the Delivery Service Provider to contact you in real-time to track your order or settle additional delivery charges, if any. The Merchant may also contact you to clarify on your order or delivery address to ensure the completion of a proper trade.

#### **7. Order cancellation & Refund**

- 7.1. Any order shall be placed directly with the Merchant. The Merchant will treat all orders placed with them as confirmed. If you want to cancel your order, you will have to liaise with the Merchant directly. In the event the order placement is successfully cancelled before the Delivery Service is arranged, the

refund for the product (if any) will be between you and the Merchant.

- 7.2. In the event that your cancellation was successful after the Delivery Services have been arranged by the Merchant, you would still have to bear the delivery charges.
- 7.3. If your delivery is cancelled by the Delivery Service Provider, your order will be cancelled and you will be refunded (if charged) by the Merchant.
- 7.4. Any dispute on payments already made shall be settled between you and the Merchant directly. Maybank shall not be responsible or be liable for any monetary disputes between you and Merchant.

## **8. General Terms & Conditions**

- 8.1. 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.
- 8.2. Maybank reserves the right to withdraw, cancel, suspend, extend or terminate this Campaign 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](http://www.maybank2u.com) or through any other channel or channels 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.
- 8.3. By participating in this Campaign, Eligible Customers 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, Eligible Customers may contact Maybank for clarification.
- 8.4. By participating in this Campaign, Eligible Customers 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 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, Eligible Customers agrees to co-operate and participate in all advertising and publicity activities of Maybank in relation to the Campaign.
- 8.5 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 Campaign) shall not be liable to Eligible Customers in this Campaign 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 Campaign unless caused by the any gross negligence or omission by Maybank.
  - 8.6 Maybank shall not be responsible and/ or liable for any losses suffered by Eligible Customers resulting directly or indirectly from the Eligible Customers' participation in this Campaign or otherwise. Furthermore, Maybank shall not be liable for any default of its obligation under this Campaign 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.

- 8.7 Maybank may disqualify/reject any Eligible Customer 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 which includes fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.
- 8.8 These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

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](http://www.maybank2u.com.my).