

Maybank Sama-Sama Giler Durian ("**Campaign**") is organized by Malayan Banking Berhad (196001000142) ("**Maybank**"). This Campaign is subject to and governed by the terms and conditions as stated hereunder ("Terms and Conditions"). By participating in this Campaign, the Eligible Customers (as defined in Clause 1 below) expressly agree to be bound by the Terms and Conditions. Any decision made by Maybank in respect of this Campaign shall be final, conclusive and binding.

1.0 Eligibility

- a) This Campaign is open to (i) all individuals who have an active Maybank2u (M2U) registered account; and/or (ii) Maybank Anytime Everywhere ("MAE") customers and are registered to utilise Maybank Scan & Pay (previously known as Maybank QRPay). Customers who have fulfilled the aforementioned criteria will be referred to as the **"Eligible Customers"**.
- b) The eligibility of users for Maybank Scan & Pay is governed by its respective terms and conditions. Eligibility for usage of Maybank Scan & Pay is a primary requisite for eligibility to participate in this Campaign.
- c) 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), 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 or her parents and/or legal guardian. The Terms and Conditions will be equally applicable to the parents and/or legal guardian of the minor in substitution of the applicability of the Terms and Conditions to the minor.

2.0 Definitions

- a) "Online Order Merchants" means the third party Online Order Merchants who sell Products through the Sama-Sama Lokal online platform. Only selected Online Order Merchants under the sub-categories of 'Durian Giler" are whitelisted for this Campaign.
- b) "Products" means the goods, products and/or services offered by the Online Order Merchants.
- c) "Users" or "you" means the individuals who are eligible to use, and uses the Sama-Sama Lokal online platform.

2.1 Campaign Mechanics and Conditions

- a) This Campaign will commence at 00:01 AM **8 July 2021** and will expire at 11:59 PM **15 July 2021**, both dates inclusive or until the Promo Code (as described in the table set out at (b) below) redemption for this Campaign is exhausted, whichever event is earlier ("Campaign Period").
- b) In the event that Promo Code has been fully redeemed, a notification will be made on the Campaign page or Maybank's social media page.
 During the Campaign Period, Maybank shall enable and facilitate the provision of 30% discount per transaction for online purchases with the selected Online order merchants on the Sama-Sama Lokal online platform.

| 1. | Discount | 30% OFF | |
|----|--------------------------------|---|--|
| 2. | Capping | RM 30.00 per transaction | |
| 3. | Minimum Qualifying Purchase | RM 50 | |
| 4. | Promo Code | GILERDURIAN Promo Code usage is capped at TWO (2) usage | |
| | | per Eligible Customer for the entire Campaign Period. | |
| | | Use of the Promo Code is subject to availability. | |
| | | Each Eligible Customers can only utilize two (2) Promo Code discounts during the Campaign Period. | |
| | | Each Promo Code is only valid for one (1) transaction that the Eligible Customer adds to his or her purchase cart. | |
| | | Total Promo Codes available for the entire Campaign Period: <mark>4,800</mark> Daily Promo Code is capped at 600 per day. | |
| 5 | Applicable States: | Nationwide | |

| 6. | Payment Method |
|----|----------------|
| | |

| | Scenario | Eligible Discount Value (after applying Promo Code) | Amount to Pay (after applying Promo Code) |
|----|------------------------------|---|---|
| a. | Total purchase of RM11.00 | Not applicable for discount | RM11.00 |
| b. | Total purchase of RM30.00 | Not applicable for discount | RM 30.00 |
| с. | Total purchase of RM100.00 | Discount value of RM30.00 | RM70.00 |
| d | Total purchase of RM120.00 | Maximum discount capped at RM30.00 | RM90.00 |

- c) By inputting the Promo Code "GILERDURIAN" in the field 'Promo Code' during the online payment process, the Eligible Customer will instantly receive the promotion described in (b) above from the retail price of their purchase with the Online Order Merchants at the Sama-Sama Lokal online platform subject to the provisions herein.
- d) This Campaign is only applicable to orders made online with the selected Online Order Merchants on the Sama-Sama Lokal online platform via the Maybank2u App.
- e) In the event a transaction is processed with the said Promo Code and a discount is successfully obtained in accordance with para (b) above with an Online Order Merchant <u>not</u> listed on the Sama-Sama Lokal online platform herein 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.

3.0 Delivery and fulfillment

- a) The Products can either be self-collected or delivered to you by the delivery service provider selected by aggregated platform Delyva ("Delivery Service Provider"), which method of delivery available is decided by the Online Order Merchant. The method of receiving the Products from the Online Order Merchant shall be decided entirely by you.
- b) In the event the method of delivery is via Delivery Service Provider (i) the assignment of delivery service provider will be automatically assigned by Delyva, an aggregated delivery partner platform; and (ii)delivery fees is automatically calculated based on the delivery rate per kilometer controlled by each delivery partner; and (iii) Maybank will provide up to RM10 discount on the delivery fees, with a limited quota of 300 discounts per day on a first come first serve basis.
- c) In relation to the RM10 discount, depending on the actual delivery distance upon order, the delivery fees may exceed RM10 due to unforeseen traffic conditions and circumstances, including but not limited to, roadblocks, traffic congestion, road closures, and peak hour charges. Should there be any additional delivery charges resulting from the above or whatsoever, it will be borne by you.
- d) You may decline the delivery fee charges by cancelling the order directly with the Online Order Merchant. Please refer to clause 4.0 below for order cancellation and refunds.
- e) Product delivery will be carried out from 9.00am to 7.30pm daily. The time to place your last Product order depends on the individual Online Order Merchant's operating hours as stated on the website. No Pre-order of Product is allowed on this platform. Delivery of Product should fall on the same day as Product order is placed with the Online Order Merchant
- f) Within a certain radius of the location of the Online Order Merchant, Maybank may bear the delivery charges of the Product (subject to availability). The actual coverage will be published on Maybank's website, communicated to the User during the online ordering process (where applicable) or communicated by the Online Order Merchant to the User during the ordering process. This is due to the variability in delivery charges attributable to the different Delivery Service Provider onboard.

- g) Upon placing a Product order with the Online Order Merchant and choosing a Delivery Service Provider, you are deemed to have acknowledged and consented that your contact number and delivery address will be shared to the Delivery Service Provider in order for the Delivery Service Provider to contact you real-time to track your order or for settlement of additional delivery charges, if any. The Delivery Service Provider may also contact you directly to clarify on your order or delivery address to ensure the completion of a proper trade.
- f) Your orders may be cancelled or not processed due to high-volume or back-log of orders.

4.0 Order cancellation & Refund

- a) Any Product order placements shall be placed directly with the Online Order Merchant. The Online Order Merchant will treat all orders placed with them as confirmed. Should you want to cancel your order, you will have to liaise directly with the Online Order Merchant. In the event the order placement is successfully cancelled before the delivery service is arranged, the refund for the product (if any) will be arranged between you and the Online Order Merchant.
- b) In the event that your cancellation was successful after the delivery services have been arranged by the Online Order Merchant, you will still bear the delivery charges.
- c) Any dispute relating to and/or arising from payments already made shall be settled between you and the Online Order Merchant directly. Maybank shall not be responsible or be made liable for any disputes between you and the Online Order Merchant relating to and/or arising from payments.

5 General Terms and Conditions

- 5.1 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.
- 5.2 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

the Maybank2u website at www.maybank2u.com or through any other channel or channels 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.

- 5.3 By participating in this Campaign, Eligible Customers agree to access to Maybank website at 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.
- 5.4 By participating in this Campaign, the Eligible Customers and Online Order Merchants 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's Privacy Notice, which may be viewed on 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, each Eligible Customer agrees to co-operate and participate in all advertising and publicity activities of Maybank in relation to the Campaign.
- 5.5 Maybank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for 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 any gross negligence or omission by Maybank.
- 5.6 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 event which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Maybank.

- 5.7 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.
- 5.8 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).