



Mooncakes All A-Round 2021 – Social Media Contest (“**Contest**”) is organized by Malayan Banking Berhad (196001000142) (“**Maybank**”). By participating in this Contest, the Eligible Participants (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 this Contest shall be final, conclusive and binding.

### 1.0 Eligibility

- a) This Contest is open to individuals who have an active Maybank2u (M2U) registered account or Maybank Anytime Everywhere by Maybank2u (“**MAE**”).
- b) Participants are identified by their National Registration Identity Card (NRIC) numbers who perform the eligible actions (as stated in Clause 2.0 (b)) (“**Eligible Actions**”) through Maybank’s official social media platforms on Facebook, Instagram and Twitter (“**Eligible Platforms**”).
- c) All individual participants who have fulfilled the above criteria upon successful action will hereinafter be referred to as “**Eligible Participants**”. Eligible Participants’ submissions (“**Eligible Submissions**”) would be automatically eligible to participate in this Contest.
- d) This Contest is open to individuals who are eighteen (18) years of age and above with valid identification documents. Individuals below the age of eighteen (18) years (“**minor**”) must obtain consent of their parents and/or legal guardian in order to participate in this Contest. 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 Contest Mechanics and Conditions

- a) This Contest commences at **08:00AM** on **14<sup>th</sup> September 2021** and ends at **11:59PM** on **14<sup>th</sup> September 2021** (“**Contest Period**”).
- b) Eligible Participants are required to post / state the correct answer to one (1) question and tag one (1) friend in the comment section under the Contest question posted in Maybank’s official social media platforms, as below:-
  - i. Facebook
  - ii. Instagram
  - iii. Twitter
- c) The winners will be chosen based on the Eligible Submissions using a randomizer programme.
- d) Eligible Participants shall not remove their answers from the comment section of the Contest posts to prevent elimination.
- e) Eligible Participants must ensure their direct messages are open and public and be reachable for contact upon verification and prize fulfilment.
- f) By participating in this Contest, the Eligible Participant consents to Maybank announcing the name of the winners as the prize-winner in the winner’s announcement posts.
- g) The winners will be announced on the last date of the Contest, which is 15<sup>th</sup> September 2021.

### 3.0 Contest Prizes

- a) Winners will receive the prizes **within 10 days after** the winner’s announcement.
- b) Winners will be contacted via the Eligible Platforms’ direct message for verification before the prizes are fulfilled to the winners.

- c. Eligible Participants must ensure their direct messages are public in the Eligible Platforms for Maybank to contact winners directly.
- d. In the event that Maybank is unable to reach the shortlisted winner within seven (7) working days, including but not limited to, no reply from direct message, no confirmation on the verification, the shortlisted winner will be automatically disqualified and Maybank reserves the right to proceed to forfeit the prizes.
- e. The judges' decisions are final and no correspondence thereon will be entertained after winner announcement has been made.
- f. The prize is not transferable or exchangeable for credit or kind. Maybank may exchange or substitute the prize to another of equivalent or similar value upon twenty one (21) calendar days' prior notice.
- g. Maybank will not ask for any banking details such as credit card/debit card number and bank Transaction Authorization Code (TAC), account password, PIN or one-time password (OTP) for the winners to claim the prize or for any reason. The winners acknowledge and agree that Maybank reserves the rights to disqualify participation in this Contest or clawback any Prizes from the winners if:
  - i. The winner is found or suspected of tampering with the Contest Mechanics or the operation of the Contest; or
  - ii. The winner is found or suspected of undertaking fraudulent activities or other activities that are harmful to the Contest; or
  - iii. The winner is in breach of its obligations or any Terms and Conditions of this Contests. Notwithstanding the above, Maybank reserves the right to reject any participation or the winners at its reasonable discretion without assigning any reasons.
- h. Prizes for the Contest are as below:

Prize	Quantity	Value
Purple Cane Blissful Moments Tea Mooncake Gift Set A1	10 winners	Each gift set is worth RM114.10

#### 4.0 General Terms & Conditions

- a) Maybank shall not be responsible or held liable in any manner 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 MAE by Maybank2u, provided the same is not caused by Maybank or the determination of the participants' eligibility for the Contest.
- b) 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 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.
- c) By participating in this Contest, Eligible Participants agree to access to Maybank website at [www.maybank.com.my](http://www.maybank.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 Participants may contact Maybank for clarification.

- d) By participating in this Contest, the 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.maybank.com.my](http://www.maybank.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:

- a) the purposes of the Contest; and
  - b) marketing and promotional activities conducted 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 Participants agrees to co-operate and participate in all reasonable advertising and publicity activities of Maybank in relation to the Contest.
- e) Maybank nor any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for purposes of this Contest) shall 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 any gross negligence or omission by Maybank.
- f) 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 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.
- g) 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.
- h) These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- i) For information, enquiries, feedback and/or complaints related to the Contest, please contact Maybank's Participant Care hotline at 1 300 88 6688 or +603 7844 3696. Alternatively for feedback and/or complaints, the Eligible Participants may choose to e-mail Maybank via the feedback form at Maybank2u website ([www.maybank2u.com.my](http://www.maybank2u.com.my))