

Terms and Conditions – Spend and Win RM88 Prosperity Toys“R”Us Gift Cards

1. The “Spend and Win RM88 Prosperity Toys“R”Us Gift Cards” (“Campaign”) commences from 12:00am on 19 January 2021 until 11:59pm on 28 February 2021 (“Campaign Period”).
2. The Campaign is organized by Malayan Banking Berhad (Registration No. 196001000142 (3813-K)) and Maybank Islamic Berhad (Registration No. 200701029411 (787435-M)), both are collectively referred to as “Maybank”.
3. Toys“R”Us (Asia) Limited and its parent company, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this Campaign (as defined herein).

4. Eligibility

- 4.1 All new and existing principal cardmembers (both Malaysians and non-Malaysians who are residing in Malaysia) (“Principal Cardmember(s)”) of Maybank Visa/ Mastercard®/ American Express® Credit/ Charge Card(s) (“Maybank Cards”), who have successfully registered for the Campaign via short messages service (“SMS”) are eligible to participate in the Campaign.
- 4.2 The following persons are NOT eligible to participate in this Campaign:
 - a) Principal Cardmembers whose Maybank Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or the Cardmember Agreement during the Campaign Period;
 - b) Principal Cardmembers of Maybank Cards who are in default of any facility granted by Maybank at any time; or
 - c) Principal Cardmembers of Maybank Commercial/Corporate/Debit/Prepaid Cards.
- 4.3 Permanent and contract employees of the Maybank Cards’ Marketing Department, partners, representatives or agents (including vendors, suppliers, and advertising and promotion agencies for this Campaign) and their respective immediate family members (e.g. spouse, children, parents, siblings) are not eligible to win the Prize (as defined below) or participate in this Campaign.

5. SMS Registration & Entry Criteria

- 5.1 The Principal Cardmembers are required to register their participations via SMS using the mobile phone number registered with a registered and recognized telecommunication service providers (“Telco”) within Malaysia during the Campaign Period as follows:

- 5.2 Format of the SMS:

Type **TRU** <space> **12-digit NRIC Number** and send to **66628**
(E.g. *TRU 900000668888*)

OR

For non-Malaysian Principal Cardmembers:

Type **TRU** <space> **Full Passport Number** and send to **66628**
(E.g. *TRU B12345*).

- 5.3 Upon successful registration via SMS, the Principal Cardmembers will receive a confirmation via SMS.
- 5.4 A Principal Cardmember with multiple Maybank Cards is only required to register once during the Campaign Period.
- 5.5 The Principal Cardmembers shall be responsible to pay the standard SMS charges levied by their respective Telco for each registration SMS sent to the designated number “66628” during the Campaign.
- 5.6 The Principal Cardmembers are solely responsible to ensure that the details in the registration SMS sent to 66628 are complete, accurate, and within the Campaign Period, failing which, the registration SMS will not be processed and shall be deemed invalid or unsuccessful.
- 5.7 The proof of SMS sent to 66628 by the Principal Cardmembers shall not be deemed as a successful SMS 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).
- 5.8 Any subsequent cancellation and/or change of the SMS registration details will not be accepted after the SMS registration has been sent to 66628.
- 5.9 Maybank may disqualify any SMS registration sent to 66628 due to reason(s) including, but not limited to, duplicate registration, invalid NRIC/Passport Number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period and Maybank shall not be liable for such disqualification.
- 5.10 Maybank shall not be held responsible for any 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 which is not within the control of Maybank during the process of SMS registration sent to 66628 or SMS confirmation sent from 66628 to the Principal Cardmembers’ mobile phone number which may result in the delay of the SMS registration during the Campaign Period.
- 5.11 The SMS service is provided and supported by the service provider appointed by Maybank, i.e. Marco Kiosk Berhad.
- 5.12 In order to earn the qualifying entries, upon successful SMS registration, the Principal Cardmembers are required to spend a minimum of **RM168 in a single transaction** at any Toys”R”Us Retail or Online stores in Malaysia (“Qualified Spend”) during the Campaign Period for 1x qualifying entry. For avoidance of doubt, the Principal Cardmembers are allowed to perform multiple Qualified Spend in order to earn multiple qualifying entries.
- 5.13 Qualifying entry earning scenario:

Transaction Amount in a single transaction	Entries
RM 168	1x
RM 340	1x
RM 150	none

- 5.14 The Qualified Spend shall include any retail and/or online purchases transacted locally at any Toys”R”Us stores nationwide, or a 0% EzyPay Instalment Plan (“Ezypay”) performed at any Toys”R”Us stores nationwide using the Principal Cardmembers’ Maybank Card(s) during the Campaign Period based on local transaction time. For the avoidance of doubt, EzyPay shall be treated as a Qualified Spend based on the full transaction amount.
- 5.15 The Qualified Spend shall exclude any monthly installment of EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fee and charges imposed by Maybank. For the avoidance of doubt, although the monthly instalment of EzyPay and/or EzyPay Plus may amount to RM168 or more, it will still not be considered as a Qualified Spend.
- 5.16 The Qualified Spend by a supplementary cardmember(s) under the same Principal Cardmember’s Maybank Card account(s) will be considered as the Principal Cardmember’s Qualified Spend.
- 5.17 The Computation of the Qualified Spend shall be based on all valid Maybank Card(s) issued under the same Principal Cardmember throughout the Campaign Period per illustration below:

Example	Date of Successful SMS Registration	Computation of Total Qualified Retail and/or Spend
Eligible Cardmember A	19 January 2021	19 January 2021 – 28 February 2021
Eligible Cardmember B	26 January 2021	19 January 2021 – 28 February 2021
Eligible Cardmember C	28 February 2021	19 January 2021 – 28 February 2021

6. Prize

- 6.1 There are one hundred and fifty (150) prizes to be won throughout the Campaign (“Prize”) which are as follows:

Category	Prize Descriptions	No. of Winners
Prize	RM88 Prosperity Toys”R”Us Gift Card	150 Winners

- 6.2 The Prize is not transferable or exchangeable for cash, credit or kind and shall be subject to such terms and conditions which Maybank may impose. Maybank may exchange or substitute the Prize with another of equivalent or similar value upon twenty one (21) days prior notice via an announcement made on Maybank’s website at www.maybank2u.com.my.
- 6.3 The acceptance and use of the Prize shall be subject to these terms and conditions and such other conditions that may be imposed by Maybank or the relevant merchants supplying the goods or services. The Prize shall be accepted at the risk and cost of the Winner. The Winner shall accept his/her Prize on an "as-is, where-is" basis. Maybank shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the Prize. Notwithstanding anything herein, Maybank shall not at any time be responsible or held liable for any defect or malfunction in the Prize by any person, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of the Prize (or of any goods or services redeemed with the Prize).

- 6.4 One (1) Principal Cardmember can only win one (1) Prize throughout the entire Campaign Period regardless of the number of transactions performed, the choice of Card used and the Qualified Spend.

7. Selection of Prize Winners

- 7.1 One hundred and fifty (150) Principal Cardmembers will be shortlisted by Maybank's randomizer programme. As such, the winners will be selected at random.
- 7.2 The Prize shall be rewarded in accordance to the sequence from the 1st to 150th shortlisted Principal Cardmember(s) ("Winner")
- 7.3 At the point of shortlisting, the Principal Cardmembers of Maybank Card account(s) must not be delinquent, invalid and/or cancelled; otherwise the Principal Cardmembers will be disqualified.
- 7.4 The Winner will be notified either in writing or by phone that he or she has won a prize within ten (10) weeks after the end of the Campaign Period. Subsequently a confirmation letter will be sent to the Winner and announcement of the Winner will be made on Maybank's website at www.maybank2u.com.my. It is the responsibility of the Winner to ensure that his or her billing address recorded in Maybank's system is updated.

8. Prize Redemption and its Terms & Conditions

- 8.1 The Prize redemption details and terms & conditions will be elaborated in the confirmation letter.
- 8.2 The Prize is given on an "As Is" basis, which is non-refundable, non-transferable, non-exchangeable for cash or other kinds, whether in part or in full.
- 8.3 In the event that the Prize (or part of it) should become unavailable (due to a force majeure event or any other reason(s) not within the control of Maybank), the Winner hereby agrees that Maybank may substitute the Prize with a prize which is of an equal value.

9. General

- 9.1 The SMS sent by the Principal Cardmembers to 66628 for registration purpose shall be deemed as his or her consent to participate in the Campaign. By participating in the Campaign, the Principal Cardmembers:
- a) agree to be bound by the terms and conditions herein;
 - b) agree that all records of transactions captured by Maybank's system within the Campaign Period shall be accurate and conclusive;
 - c) agree that Maybank's decision on all matters relating to the Campaign and the list of Winners shall be final and binding on all the Principal Cardmembers. No further appeal or further correspondence will be entertained;
 - d) agree that any reversal of the qualified spend shall be excluded;
 - e) authorize Maybank to publish their names, photos taken or other information provided by him / her for current and future advertising and publicity purposes in any advertising or publicity material relating to the Campaign without any compensation;
 - f) agree to access the Maybank website at www.maybank2u.com.my to view the terms and conditions and are deemed to have agreed with any changes

- or variations to this terms and conditions and seek clarification from Maybank should any of the terms and conditions be not fully understood; and
- g) shall not be entitled to claim for any compensation against Maybank for any and all losses and/or damages directly or indirectly suffered or incurred by his/ her participation in the Campaign which are not caused by Maybank

10. Maybank Privacy Notice

- 10.1 By participating in this Campaign, the Principal Cardmembers agree and consent to allow his/her personal data being collected, processed and used by Maybank in accordance with the Maybank Privacy Notice, which may be viewed on www.maybank2u.com.my ("Maybank's Privacy Notice").
- 10.2 In addition and without prejudice to the terms in the Maybank's Privacy Notice, the Principal Cardmembers 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, the Winner agrees to co-operate and participate in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.

11. Maybank may:

- 11.1 disqualify any non-eligible Principal Cardmembers from participating in the Campaign; including but not limited to the Principal Cardmembers with payment due for thirty (30) days or more, whose accounts are suspected to have been operated fraudulently and/ or closed by Maybank;
- 11.2 forfeit the Prize in the event that there is a reversal of the qualified retail spend or termination of the Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein; and/or
- 11.3 withdraw/cancel, suspend, extend or terminate the Campaign earlier in whole or in part, and/or to vary, supplement, add, delete, modify or amend this terms and conditions, wholly or in part, by way of posting on www.maybank2u.com.my, or in any other method(s) which Maybank deems practical, by giving twenty one (21) days prior notice to the Principal Cardmembers on such variation, supplemental, deletion, modification or amendment, as the case may be, to these terms and conditions.

12. Maybank will not be liable and responsible for:

- 12.1 any failure or delay in transmission of the sales transactions by Visa International Incorporated, MasterCard Worldwide, American Express, merchant establishments or any party which may result in the Principal Cardmembers being omitted from the Campaign; or
- 12.2 any default of its obligation 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, pandemic or any event beyond the reasonable control of Maybank.

- 13.** The terms and conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Principa Cardmembers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 14.** In addition to the terms stipulated above, the Principal cardmembers agree that the general terms and conditions in the Cardmembers' Agreement shall be read together with these terms and conditions as an entire agreement.

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