

The Maybank Shopee Visa Platinum Credit Card - Year End & CNY Campaign 2023 ("Campaign") is organised by Malayan Banking Berhad (196001000142) ("Maybank"). By participating in this Campaign, Eligible Participants (as defined below) hereby expressly agree to be bound by these Terms & Conditions.

## Campaign Period

1. The Campaign commences on 15 December 2022 at 00:00:00 AM and ends on 15 March 2023, at 23:59:59 PM both dates inclusive ("Campaign Period").

## <u>Eligibility</u>

- 2. Subject to the Terms and Conditions herein, the Campaign is open to all new-to-bank individuals or the Bank's existing customers who are residents of Malaysia and do not have any existing credit card issued by Maybank / Maybank Islamic ("Maybank Credit Card") and who have attained the age of 21 years old at the time of making an application for any one or more of Maybank Credit Card(s) as a Principal card member during the Campaign Period ("Eligible Customer(s)").
- 3. Eligible Customers who apply the Maybank Shopee Visa Platinum Credit Card under this Campaign shall hereinafter be referred to as "Eligible Participant(s)".
- 4. An Eligible Customer may be entitled to participate in more than one Maybank Credit Card promotions organized for or in conjunction with the acquisition of a new credit card customer wherein the Eligible Customers may also be similarly entitled to other gifts or rewards under the respective promotions. In the event that the promotion periods for such other promotions overlap with the Campaign Period, the Eligible Customer understands and agrees that he/she shall only be entitled to receive the gifts or rewards for the first Maybank Credit Card approved by Maybank via the channel that the Eligible Customer had applied from, regardless of the number of successfully approved applications in such other promotions and/or this Campaign.
- 5. The following individuals are NOT eligible to participate in this Campaign:
  - a. Permanent and/or contract employees of Maybank (including its subsidiaries and related companies);
  - Any Eligible Customer who had cancelled any of his/her Maybank Credit Card within six (6) months before the date of application and is re-applying for another Maybank Credit Card under the Campaign;
  - c. Any person who has committed or suspected of committing any misconduct, fraudulent or wrongful acts in relation to their accounts, any facility, and/or any services granted by Maybank.

# A. Campaign Mechanics: Flash Deal

- 6. Eligible Participants need to perform a minimum of RM1,000 of retail spend transactions within the first 20 days from the Maybank Shopee Visa Platinum Credit Card approval date ("Qualifying Spend").
- 7. The top two(2) spenders of Eligible Participants who have accumulated the RM1,000 Qualifying Spend transactions during the Campaign Period would be selected to win the Prizes as detailed below("Prize"):

Winners	Prizes
Top two (2) spenders	Exclusive Chinese New Year Angpow of RM2,500.

- 8. The Qualifying Spend of a minimum RM1,000 made during the Campaign Period must be captured by the credit card system maintained by Maybank in order for the Eligible Participants to win the Prize in the Campaign.
- 9. The determination on whether the Prizes are awarded for the Qualifying Spend shall be based on the date the charges are processed by Maybank and debited from the Eligible Participant's card account and not the date the Qualifying Spend transaction was made by the Eligible Participant.
- 10. Supplementary Maybank Cards Cardmembers ("Supplementary Cardmembers") are not eligible to receive prizes for this Campaign. However, for each Principal Cardmember who is an Eligible Participant, Qualifying Spend made by Supplementary Cardmembers will be consolidated under the Principal Cardmember (who is an Eligible Participants)'s Card account for the purpose of accumulating the relevant minimum Qualifying Spend.
- 11. By participating in this campaign, Eligible Participants will also be in the running to win Shopee Vouchers in Year End & Chinese New Year Campaign (stated in point 17).

## Prize Fulfilment for Flash Deal

12. Prize fulfilment will be carried out within four (4) weeks from the Campaign's end date. Winners will be notified either in writing or SMS or any other method of communication which Maybank deems appropriate.

Example:

The Campaign ends on 21 December 2022, the fulfilment will be done 4 weeks from 21 December 2022. The fulfilment is expected to be completed latest by 18 January 2023.

- 13. A message via SMS will be sent to the winner's mobile phone number which was provided to Maybank at the point of application to notify that he/she has won the Prize.
- 14. Prize(s) awarded to winners are non-transferrable and non-exchangeable for cash or in kind, whether in part or in full.
- 15. Maybank reserves the right to disqualify an Eligible Participant from participating in the Campaign and/or from receiving the Prize(s), due to the following:

a. where the minimum payment or any amounts due and payable under any of the Eligible Participant's Maybank Credit Card account(s) are not settled on or before its due date;

b. if the Eligible Participant's Credit Card account is cancelled, closed, or terminated by any reason whatsoever, either voluntarily or involuntarily on or before the fulfilment of the Prize(s); and/or

c. if the Eligible Participant has committed or is suspected of committing any misconduct, fraudulent or wrongful acts.

# B. Campaign Mechanics: Year End & Chinese New Year Campaign

- 16. Eligible Participants need to perform a minimum of RM1,000 of Retail Spend transactions within the first 60 days from the Maybank Shopee Visa Platinum Credit Card approval date ("Qualifying Spend").
- 17. The top 103 monthly spenders of Eligible Participants who have accumulated the RM1,000 Qualifying Spend transactions during the Campaign Period would be selected to win the Prizes as detailed below, based on first-come, first-serve basis. ("Prize"):

Top Spender Prizes			
Top Spender #	Prize Description	Monthly	Total Units
1 - 3	RM 888 Shopee Vouchers	3	9

Consolation Prizes			
Top Spender #	Prize Description	Monthly	Total Units
4 - 103	RM 88 Shopee Vouchers	100	300

- 18. The Qualifying Spend of a minimum RM1,000 made during the Campaign Period must be captured by the credit card system maintained by Maybank in order for the Eligible Participants to win the Prize in the Campaign.
- 19. The determination on whether the Prizes are awarded for the Qualifying Spend shall be based on the date the charges are processed by Maybank and debited from the Eligible Participant's card account and not the date the Qualifying Spend transaction was made by the Eligible Participant.
- 20. Supplementary Maybank Cards Cardmembers ("Supplementary Cardmembers") are not eligible to receive prizes for this Campaign. However, for each Principal Cardmember who is an Eligible Participant, Qualifying Spend made by Supplementary Cardmembers will be consolidated under

the Principal Cardmember (who is an Eligible Participants)'s Card account for the purpose of accumulating the relevant minimum Qualifying Spend.

#### Prize Fulfilment for Year End & Chinese New Year Campaign

21. Prize fulfilment will be carried out within twelve (12) weeks from the Campaign's end date. Winners will be notified either in writing or SMS or any other method of communication which Maybank deems appropriate.

Example:

The Campaign ends on 15 March 2023, the fulfilment will be done 12 weeks from 15 March 2023. The fulfilment is expected to be completed latest by 13 June 2023.

- 22. A message via SMS will be sent to the winner's mobile phone number which was provided to Maybank at the point of application to notify that he/she has won the Prize.
- 23. Prize(s) awarded to winners are non-transferrable and non-exchangeable for cash or in kind, whether in part or in full.
- 24. Maybank reserves the right to disqualify an Eligible Participant from participating in the Campaign and/or from receiving the Prize(s), due to the following:

a. where the minimum payment or any amounts due and payable under any of the Eligible Participant's Maybank Credit Card account(s) are not settled on or before its due date; b. if the Eligible Participant's Credit Card account is cancelled, closed, or terminated by any reason whatsoever, either voluntarily or involuntarily on or before the fulfilment of the Prize(s); and/or

c. if the Eligible Participant has committed or is suspected of committing any misconduct, fraudulent or wrongful acts.

- 25. The Shopee Vouchers will be valid for three (3) months and is only applicable for Shopee app checkouts only.
- 26. The Shopee Vouchers are applicable for a one-time redemption only, and valid for purchases from Preferred Sellers & Shopee Mall.
- 27. The Shopee Vouchers are not applicable on items sold under Tickets & Vouchers, Baby Diapers & Potties, Baby Milk & Formula, Top-Ups, Automotive Merchandise and S-Mart Milo categories.
- 28. The terms and conditions relating to the use of the Shopee Vouchers are subject to change by Shopee. For the avoidance of doubt, Maybank is not liable or responsible for any of Shopee's terms and conditions. In the event of a dispute relating to the Shopee Vouchers, Eligible Participants are to deal directly with the Shopee Customer Service at +603 27779222.
- 29. The Shopee Vouchers are valid for use until the date specified on the respective Shopee Vouchers. If the Shopee Vouchers are still unused after the validity date stated on the Shopee Vouchers, Maybank will not be responsible for the extension of the validity of the said Shopee Vouchers and will not refund or reimburse any monies for the unused portion should the winner not fully utilise the said Shopee Voucher(s).
- 30. Maybank will NOT provide any replacement or substitute Shopee Vouchers if the winner rejects the Shopee Vouchers sent and/or request for alternative option(s).
- 31. The Shopee Vouchers are subjected to other Shopee terms and conditions.

32. Maybank makes no representatives as to the quality of goods and/or services provided by Shopee. Any dispute about the quality of the goods and/or services is to be resolved directly with Shopee and/or the merchants of the goods purchased with the said Shopee Vouchers.

## Retail Spend

- 33. "Retail Spend" means the purchase of any goods or services (local or international) with the use of the Maybank Cards and may include, at Maybank's discretion, any card transaction (inclusive e-commerce transactions) as may be determined by Maybank except for the following transactions:
  - a. instalments paid under Maybank's Flexi Payment Plan, Easy Payment Plan transactions registered and commenced before the Campaign Period, Credit Shield Plus, Dial For Cash, Balance Transfer, Balance Transfer via Instalment Plan, e-Wallets and Cash Advance. Easy Payment Plan transaction is not categorised as "Retail Spend" transaction;
  - b. any disputed, cancelled, refunded, unauthorized or fraudulent purchase transactions;
  - c. payment of annual Maybank Credit Card membership fees;
  - d. interest/ management charge payments, late payment fees, charges for cash withdrawals, any taxes imposed by law and any other form of service/miscellaneous fees; and
  - e. transactions made by the Eligible Participantwith any merchant associated with or controlled by them (whether as employee, employer, shareholder or director). i.e. transactions by Eligible Participantwith any corporation or business entity in which he/she is an employee or employer or works with or has shares or interest in or is a director of.

#### General Terms & Conditions

- 34. 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.
- 35. 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) days ("day" shall have the same meaning as calendar day), prior notice thereof, the notice of which shall be posted through the Maybank2u website at www.maybank2u.com.my or through any other channel determined appropriate by Maybank. It shall be the responsibility of the Eligible Participants to be informed of or otherwise seek out any such notice validly posted.
- 36. By participating in this Campaign, Eligible Participants agree to access the Maybank2u 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.
- 37. By participating in this Campaign, 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 the Maybank Privacy Statement, which may be viewed on www.maybank2u.com.my ("Maybank's Privacy Statement") and the Personal Data Protection Act 2010 (PDPA) Form for Individual Customers.
- 38. In addition, and without prejudice to the terms in the Maybank's Privacy Statement and the Personal Data Protection Act 2010 (PDPA) Form for Individual Customers, 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 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 Participants agree to co-operate and participate in all advertising and publicity activities of Maybank in relation to the Campaign.

- 39. 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 Participants 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.
- 40. 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 acts of God, civil commotion, acts of war, strike, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any events and circumstances of whatever nature beyond the reasonable control of Maybank.
- 41. 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 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.
- 42. 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 this Campaign, 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 <a href="http://www.maybank2u.com.my">www.maybank2u.com.my</a>.