Sama-Sama Lokal Nescafe Iced Caffe Latte Social Giveaway Contest Terms & Conditions



Sama-Sama Lokal Nescafe Iced Caffe Latte Social Giveaway ("Contest") is organised by Malayan Banking Berhad (196001000142) ("Maybank"). This Contest is subject to the terms and conditions herein ("Terms and Conditions"). 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 the Contest shall be final 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") participants identified by National Registration Identity Card (NRIC) number who perform the eligible action (as stated in the column marked 'Contest Mechanics and Conditions' in Clause 2C ("Eligible Submissions") through Maybank's official Facebook (@Maybank) ("Eligible Platform").
- b) All individual participants who have fulfilled the above criteria upon successful action, which are individuals who have an active Maybank2U (M2U) registered account or Maybank Anytime Everywhere by Maybank2U ("MAE"), will hereinafter be referred to as "Eligible Participants". Eligible Participants would be automatically eligible to participate in this Contest.
- c) This Contest is open to individuals who are eighteen (18) years of age and above with valid identification document. For individuals below the age of eighteen (18) years ("minor"), they 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 on 11 April 2022 00:00:00 AM and ends on the 30 April 2022 11:59:59 PM ("Contest Period"), both dates inclusive.
- b) Eligible Participants are required to make an order in Sama-Sama Lokal with participating Complimentary Nescafe campaign merchants, like & comment the social contest post on what's your favourite merchant from Sama-Sama Lokal and tag 3 friends.
- c) Eligible Participants are required to perform the Eligible Actions as listed below. All Eligible Participants who have fulfilled the below criteria will hereinafter be referred to as "Eligible Submissions":
 - i. Make an order in Sama-Sama Lokal with the participating merchants that are giving out Complimentary Nescafe Iced Caffe Latte
 - ii. Like & comment on the social contest post on what is your favourite merchant from Sama-Sama Lokal
 - iii. Tag 3 friends together with your comment
- d) The winners (3 Eligible Participants from Facebook) will be chosen based on the Eligible Submissions using a randomizer.
- e) Eligible Participants must ensure their direct messages on Facebook are open and public to be reachable for contact upon verification and prize fulfilment (if applicable).

- 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 via the Eligible Platform.
- g) There will be one (1) social media contest throughout the Contest Period on the Eligible Platform organised between 11 April 2022 30 April 2022, with the winners announced on 9 May 2022.

3.0 Contest Prizes

- a. Winners will receive the prizes within 60 days after the winner's announcement.
- b. Winners will be contacted via the Eligible Platform' direct message for verification before the prizes are fulfilled to the winners.
- c. Eligible Participants must ensure their direct messages are public on Facebook 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 with forfeiting the prizes for the said shortlisted winner.
- e. Maybank's decisions are final and no correspondence thereon will be entertained after the winner announcement has been made.
- f. The Prize is not transferable or exchangeable for credit or kind and shall be subject to such terms and conditions which Maybank may impose. Maybank may in its sole discretion 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/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
1 year worth (15 cartons x 24	3 lucky winners for entire contest. Each
bottles in each carton) of	winner gets 15 cartons of Nescafe Iced
Nescafe Iced Café Latte	Café Latte

4.0 General Terms & Conditions

- a) 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.
- b) 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" here shall refer to 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 by Maybank. It shall be the responsibility of the Eligible Customers to be informed of or otherwise seek out any such notice validly posted.

- c) By participating in this Campaign, Eligible Customers 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.
- d) 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 the Maybank Privacy Statement, which may be viewed on www.maybank2u.com.my ("Maybank's Privacy Statement") and the PDPA Form for Individual Customers.

In addition and without prejudice to the terms in the Maybank's Privacy Statement and the PDPA Form for Individual Customers, 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 agree to co-operate and participate in all advertising and publicity activities of Maybank in relation to the Campaign.
- e) 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.
- f) 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, epidemic and pandemic or any events beyond the reasonable control of Maybank.
- g) 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.
- h) 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 Customers may choose to e-mail Maybank via the feedback form at Maybank2u website www.maybank2u.com.my.