Maybank Sama-Sama Lokal 35% OFF Good-Buy Sale Campaign Terms & Conditions



Maybank Sama-Sama Lokal 35% OFF Good-Buy Sale Campaign ("Campaign") is organized by Malayan Banking Berhad (Company Registration No.: 196001000142) ("Maybank") and is subject to the terms and conditions herein. By participating in this Campaign, Eligible Customers (as defined in Clause 1.1 below) hereby expressly agree to be bound by the terms and conditions of this Campaign as stated therein ("Terms and Conditions"). Any decision made by Maybank in respect of this Campaign shall be final and binding.

This Campaign commences on 5 December 2022 at 8:00:00 AM (MYT) and ends on 8 January 2023 at 23:59:59 PM (MYT), both dates inclusive, or until the redemption of promo code "SALE35" (as stipulated in Table 3.1 below) is exhausted, whichever is the earlier unless notified otherwise ("Campaign Period").

1. Eligibility

- 1.1. This Campaign is open to all individuals who have an active Maybank2u ("M2U") registered account (current or savings account) or customers of Maybank Anytime Everywhere ("MAE") All individual customers who have fulfilled the above criteria will hereinafter be referred to as "Eligible Customers".
- 1.2. This Campaign is open to individuals who have attained the age of eighteen (18) years and above with valid identification document. For individuals below the age of eighteen (18) years ("Minor"), they must obtain consent from their parents and/or legal guardian in order to participate in this Campaign. The usage of M2U and MAE is an acknowledgement to Maybank that the Minor has obtained the prior consent of his or her parents and/or legal guardian to participate in this Campaign. These Terms and Conditions will be applicable to and binding upon the parents and/or legal guardian of the Minor as to the same effect as if the parents and/or legal guardian of the Minor was a direct party and agreed to these Terms and Conditions.

2. Definition

- 2.1. "Merchants" means the third party vendors who sell the Products through the Sama-Sama Lokal online platform via the M2U app and /or the MAE app. The "Participating Merchants" for this Campaign can be found under the promotions banner titled "35% OFF Good-buy SALE".
- 2.2. "Products" means the goods, products and/or services offered by the Merchants.
- 2.3. "Users" means the individuals who are eligible to use and uses the Sama-Sama Lokal online platform.
- 2.4. **"Buyer"** means the individuals who have purchased a product by making a payment via Sama-Sama Lokal online platform to the Merchants.

3. Campaign Mechanics

During the Campaign Period, Maybank shall enable and facilitate the provision of discount of up to RM20.00 OFF per transaction for online purchases unless otherwise provided herein from the Participating Merchants provided it satisfies the "SALE35" Promo detail mechanics which are stipulated in Table 3.1 below.

3.1. "SALE35" Promo

1.	Discount	35% OFF up to RM20.00 from 5 th December 2022 – 8 th January 2023
2.	Capping	RM20.00 per transaction [5 th December 2022 - 8 th January 2023]
3.	Minimum Qualifying Purchase	RM30.00 pertransaction
4.	Promo Code	SALE35
		By inputting the Promo Code "SALE35" in the 'Promo Code' field during the online payment process, Eligible Customers will instantly receive the discount for their purchase.
5.	Capping of Promo Code	The Promo Code usage is capped at a total of EIGHT (8) usages per Eligible Customer during
		i) 5 th December 2022 – 8 th January 2023
		i.e. Eligible Customers can only use ONE (1) Promo Code per day. This is also subject to the availability of Promo Code which is limited to the first 1000 usages per day and 39,000 only throughout this Campaign Period.
		Daily Promo Code redemption limit is capped at 1,000 usages per day. Total promo code quota is 39,000.
8.	Validity of Promo Code	Each Promo Code is only valid for ONE (1) transaction that the Eligible Customer adds to his or her purchase cart and implicable from 08:00:00 AM (MYT) — 23:59:59 PM (MYT) daily throughout the entire Campaign Period.

- 3.2. This Campaign is only applicable to orders made online through the participating Merchants on the Sama-Sama Lokal online platform via the M2U App or MAE App.
- 3.3. Merchant is not allowed, at any point throughout this Campaign Period, to place any order from theirown store, either by themselves or through a third-party, and use the Promo Code with the order. Orders made in this manner are not eligible for participation in this Campaign. If the order is processed, Maybank reserves the right to immediately take the appropriate action(s) against the Merchant or the Eligible Customer to recover the discounted amount including the right to set off the amount from Merchant's account with prior notice via the Merchant's email registered with Maybank.
- 3.4. Maybank may, at its determination and discretion, disqualify, reject, terminate, remove or suspend any Merchant who does not comply with the terms and conditions herein and/or are found or suspected to be abusing or tampering with Sama-Sama Lokal, DuitNow QR or Maybank QRPay Biz Services, their processes, operations or campaigns including but not limited to fraudulent activities, scams or schemes such as act of deceit, deception, cheating, manipulation, gamification or accepting orders not made through the Sama-Sama Lokal online platform via the M2U App or MAE App ("Inequitable Conduct"). Maybank shall be entitled at any time to cancel and withhold any payment or incentives payable to the

- Merchant and Merchant shall upon written demand reimburse or compensate the Bank for any payment, incentive, costs or damages arising from the Merchant's Inequitable Conduct forthwith.
- 3.5. Maybank reserves the right to verify and/or request for proof from Merchants on the transactions made on the Sama-Sama Lokal online platform via the M2U App or MAE App to verify that the transactions are genuine and valid transactions and this include requiring copies of documents related to the transactions or the right to contact the Eligible Customers to confirm the purchases were made using the Sama-Sama Lokal online platform via the M2U App or MAE App and that the transaction(s) is/are completed.

4. Delivery & Fulfillment

- 4.1. Buyers can choose delivery or self-pickup to receive the Product(s). Delivery methods can be further categorized into:
 - 4.1.1 Instant Delivery The assignment of delivery service providers such as Lalamove, MrSpeedy, Matdespatch and Bungkusit and other delivery service providers that may be automatically assigned by Delyva, an aggregated delivery partner of Sama-Sama Lokal online platform via the M2U App or MAE App ("Delivery Service Provider") as and when necessary.
 - 4.1.2 Merchant Delivery The Merchant is free to use their preferred delivery partner, and Maybank does not have any control over the delivery partner selected by the Merchant.
- 4.2 In the event there is any non-fulfillment or delay of delivery, Maybank will not be responsible for the delivery and/or fulfillment or lack thereof of the Product(s) by the Delivery Service Provider. The Eligible Customers are advised to liaise directly with the Delivery Service Provider for any issues related to the fulfillment and/or delivery of the Product(s).

5. Instant Delivery

- 5.1. In the event the method of delivery chosen is Instant Delivery (as per Item 4.1.1), the delivery fees are automatically calculated based on the delivery rate per kilometer controlled by each Delivery Service Provider.
- 5.2. Upon placing an order with the Merchant, Buyers are deemed to have acknowledged and consented to their contact number and delivery address being shared with the Delivery Service Provider for the Delivery Service Provider to contact in real-time to track the order or settle additional delivery charges, if any. The Delivery Service Provider may also contact Buyers to clarify on the Buyers' order or delivery address to ensure the completion of a proper trade.
- 5.3. Orders may be cancelled or may not be processed by the Merchants due to high-volume or back-log of orders. Maybank shall not be held liable for any cancellation or the non-process of orders due to such high-volume or back-log of orders.
- 5.4. Maybank will provide up to RM10 discount on the delivery fees, with a limited quota of 500 discounts per day on a first come first serve basis or such other limit Maybank at its discretion determines. Each Buyer is limited to a total of 30 usages of this delivery fees discount throughout the Campaign Period.
- 5.5. Splitting of bill for the purpose of redeeming multiple RM10 discount on delivery fees is strictly not allowed.
- 5.6. The RM10 discount on the delivery fees is auto applied and no promo code is needed.
- 5.7. RM10 discount on delivery fee is only applicable for instant delivery method and not applicable for self-pickup and merchant delivery.

6. Merchant Delivery

- 6.1. In the event that Buyers have purchased a Product from a Merchant who opted to arrange their owndelivery, the Product(s) shall be delivered and fulfilled by the Merchant within the Campaign Period. For the avoidance of doubt, Maybank will not be responsible for the delivery and/or fulfillment of the Product(s) by the Merchant.
- 6.2. Upon placing an order with the Merchant, Buyers are deemed to have acknowledged and consented that their contact number and delivery address will be shared to the Merchant for their chosen preferred delivery partner to contact in real-time to track their order or settle additional delivery charges, if any. The Merchant may also contact the Buyer to clarify on the Buyers' order or delivery address to ensure the completion of a proper trade.

7. Order cancellation & Refund

- 7.1. All orders shall be placed directly with the Merchant. The Merchant will treat all orders placed with them as confirmed. If Buyers want to cancel their order, they will have to liaise with the Merchant directly. In the event the order placement is successfully cancelled before the delivery service is arranged, the refund for the Product (if any) will be between the Buyers and the Merchant.
- 7.2. In the event that the cancellation was successful after the delivery services have been arranged by the Merchant, Buyers would still have to bear the delivery charges.
- 7.3. If delivery is cancelled by the Delivery Service Provider or the Merchant's chosen preferred delivery partner, the order will be cancelled and Buyers will be refunded (if charged) by the Merchant.
 - Any disputes on payments already made shall be settled between the Buyers and the Merchant directly. Maybank shall not be responsible or be liable for any monetary disputes between the Buyers and the Merchant.

8. General Terms & Conditions

- 8.1. 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.
- 8.2. 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) days ("day" shall have the same meaning as calendar day) prior notice thereof, the notice of which shall be posted through Maybank2u website at www.maybank2u.com.my or through any other channel determined appropriate by Maybank. It shall be the responsibility of the Eligible Customers to be informed of or otherwise seek out any such notice validly posted.
- **8.3.** 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.
- 8.4. 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 Personal Data Protection Act 2010 (PDPA) Form for Individual Customers.

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 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.
- 8.5. 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.
- 8.6. 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.
- 8.7. 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.
- 8.8. 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 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.