



Maybank Tote-tally Awesome Deal ("**Campaign**") is organised by Malayan Banking Berhad (196001000142) ("**Maybank**") and shall be subjected to the Terms and Conditions herein. By participating in this Campaign, Eligible Customers (as defined in Clause 1 below) hereby expressly agree to be bound by these Terms & Conditions and that any decisions made by Maybank in respect of the Campaign shall be final and binding.

1 Eligibility

1.1 This Campaign is open to all individuals who have an active Maybank2u (M2U) registered account or Maybank Anytime Everywhere ("MAE") customers and are registered to utilise Maybank Scan & Pay (formerly known as Maybank QRPay). (All individual customers who have fulfilled the above criteria will hereinafter be referred to as the ("**Eligible Customers**").

1.2 This Campaign is open to individuals who are eighteen (18) years of age and above with valid identification documents. For individuals below the age of eighteen (18) ("minor"), they must obtain the consent of their parents and/or legal guardian to participate in this Campaign. The use of MAE is an acknowledgement to Maybank that the minor has obtained the prior consent of his/her parents and/or legal guardian. These Terms and Conditions will be equally applicable to the parents and/or legal guardian of the minor in substitution of the applicability of these Terms and Conditions to the minor.

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 "Tote-tally Awesome Deal".
- 2.2 "**Gift**" is the complimentary Sama-Sama Lokal tote bag.
- 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 platform to the Merchants.
- 2.5 "**Delivery Service Provider**" is the third party delivery provider to deliver the Gift to customers. Pgeon Delivery is the assigned Delivery Service Provider for this Campaign.

3 Campaign Mechanics

- 3.1 This Campaign commences on 01 October 2022 at 10:00:00AM (MYT) and ends on 31 October 2022 at 11:59:59PM (MYT), both dates inclusive, or until the Gift is exhausted, whichever is the earlier ("**Campaign Period**").
- 3.2 Buyers will be entitled to receive the Gift when they meet the criterias of:
 - 3.2.1 Purchase groceries from Merchants under the categories 'Markets & Sundries' and 'Groceries & Pets' on Sama-Sama Lokal; and

- 3.2.2 Spend a minimum transaction value of RM 50. ; jointly eligible transaction.
- 3.3 During the Campaign Period, 1,000 units of Gifts are available. Each Buyer will be entitled to ONE (1) Gift per transaction from participating Merchants as stated in clause 3.2, while stocks last.

4. Delivery & Fulfillment

- 4.1 The Gift will be delivered by the assigned Delivery Service Provider for the Campaign when Buyer meets the criterias as stated in clause 3.2.
- 4.2 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 Delivery Service Provider in order for the Delivery Service Provider to contact and provide with real-time delivery tracking of the Gift. The Delivery Service Provider may also contact Buyers to clarify on their order or delivery address to ensure the completion of a proper trade.
- 4.3 Order & Delivery period is listed in Table 1.0 below:-

Table 1.0

| Period | Location | Delivery |
|-----------------|-----------------|------------------|
| Monday – Sunday | Klang Valley | Within 7-10 days |
| Monday – Sunday | Outstation | Within 14 days |

5. Order cancellation & Refund

- 5.1 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.
- 5.2 Any disputes on payments which has already been 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.
- 5.3 The Gift is not exchangeable or refundable with cash or credit, whether in part or in full.
- 5.4 Any unsuccessful, incomplete and or order cancellation will deem the Buyer ineligible to receive the Gift.

6. General Terms & Conditions

- 6.1 Maybank shall not be responsible or held liable in respect of technical failures of any kind whatsoever, intervention, interruptions, and/or electronic or errors in the administraton and/or processing of the transaction performed where applicable via the MAE app, M2U app, Maybank2u Biz, Maybank2u, or Maybank2e provided the same is not caused by Maybank nor the determination of the Eligible Customers.
- 6.2 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 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.

6.3 By participating in this Campaign, Eligible Customers agree to access to Maybank website at 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.

6.4 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.maybank.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 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 Customers agrees to co-operate and participate in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.

6.5 Maybank and a its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for 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.

6.6 Maybank shall not be liable for any default of its obligation under this Campaign due to any force majeure event which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any event beyond the reasonable control of Maybank.

6.7 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.

6.8 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.