



**Maybank Sama-Sama Lokal RM5 Briyani 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.

## 1. Eligibility

- 1.1. This Campaign is open to all individuals who have an active Maybank2u (“**M2U**”) registered account (current or savings account) or Maybank Anytime Everywhere (“**MAE**”) customers. 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 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 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. These Terms and Conditions will be applicable to their parents and/or legal guardian in substitution of the applicability of these Terms and Conditions on 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 “RM5 Briyani”.
- 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

- 3.1. This Campaign commences on 17 October 2022 at 11:00:00 AM (MYT) and ends on 24 October 2022 at 17:59:59PM (MYT), both dates inclusive (“Campaign Period”).
- 3.2. This Campaign will not have any promo code, discount will be directly applied on selected merchant’s Briyani menu only and listed as [RM5] as selling price. Detail mechanics are illustrated in Table 3.4 below.
- 3.3. To enjoy RM5 Briyani menu item, customer should only select the menu where the listing price is listed as RM5

### 3.4. "RM5 Briyani" Promo

1.	Discount	Selected Merchant's Briyani menu at RM5 Only
2.	Capping	TWO (2) RM5 Briyani deal per Eligible Customer
3.	Minimum Qualifying Purchase	Not applicable
4.	Capping of RM5 Briyani Deal	The RM5 Briyani Deal usage is capped at a total of TWO (2) RM5 Briyani Deal per Eligible Customer per transaction throughout the entire Campaign Period;  i.e. Eligible Customers can purchase a maximum of TWO (2) RM5 Briyani Deal per transaction from 17 October 2022 at 11:00:00 AM (MYT) until 24 October 2022 at 17:59:59PM (MYT). This is also subject to the availability of participating Merchant's Briyani Deal availability.
5.	Campaign Period	17 October 2022 at 11:00:00 AM (MYT) until 24 October 2022 at 17:59:59PM (MYT) both dates inclusive.
8.	Payment Method	MAE App (version 3.1 and above) or online bank transfer via the M2U App (version 7.8 and above)

### 3.5. Purchase scenario

Scenarios	Description	Eligibility to enjoy RM5 promo	What customer need to pay
Scenario A	Customer purchase ONE (1) Briyani item from a merchant listed on 18 October 2022	Yes	RM 5
Scenario B	Customer purchase THREE (3) Briyani item listed on 18 October 2022	Yes, but customer can only enjoy up to TWO (2) RM5 Briyani menu items	First two Briyani menu items purchased at RM 10 Third Briyani menu item at original price
Scenario C	Customer purchase ONE (1) Briyani item from a merchant listed on 26 October 2022	No, because promo has ended on 24 October	Original price listed by merchant
Scenario D	Customer purchase ONE (1) Briyani item from a merchant listed on 18 October 2022 and purchase ONE (1) again on 19 October 2022	Yes	RM 10 (RM5 per Briyani item x 2 quantity)
Scenario E	Customer purchase ONE (1) Briyani item from a merchant listed on 18 October 2022 and purchase TWO (2) again on 19 October 2022	Yes, but capped at TWO (2) RM5 Briyani menu items. Customer is only allowed to purchase (TWO) 2 Briyani item at RM5.	RM5 on first Briyani menu item purchased on 18 October 2022 RM5 on second Briyani menu item purchased on 19 October Original price on third Briyani menu item purchase on 19 October.

- 3.6. 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.
- 3.7. Merchant is not allowed, at any point throughout this Campaign Period, to place any order from their own 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.
- 3.8. Maybank may, at its determination and discretion, disqualify, reject, terminate, remove or suspend any Merchant who does not comply with the terms and conditions and/or are found or suspected to be abusing or tampering with Sama-Sama Lokal, DuitNow QR or Maybank QR Pay 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 demand reimburse or compensate the Bank for any payment, incentive, costs or damages arising from the Merchant's Inequitable Conduct.
- 3.9. 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.

#### **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 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.

#### **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 this backlog.
- 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 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 own delivery, 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.
- 7.4. Any disputes on payments already made shall be settled between the Buyers and the Merchant directly. Maybank shall not be responsible or 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 the Maybank2u website at [www.maybank2u.com.my](http://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.
- 8.3 By participating in this Campaign, Eligible Customers agree to access the Maybank2u website at [www.maybank2u.com.my](http://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 and 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](http://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 this 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 this 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 act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any events 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](http://www.maybank2u.com.my).**