# Spend & Win LEGO® Marvel Gargantos Showdown

### **Terms and Conditions:**

- 1. The "Spend & Win LEGO® Marvel Gargantos Showdown" ("Campaign") commences from 12:00am on 1 May 2022 until 11:59pm on 30 June 2022 (both dates inclusive) ("Campaign Period").
- 2. The Campaign is organized by Malayan Banking Berhad (Registration No. 196001000142 (3813-K)) and Maybank Islamic Berhad (Registration No. 200701029411 (787435-M)) (collectively referred to as "Maybank").
- **3.** The Walt Disney Company and its parents, affiliates and subsidiaries are not responsible for the promotion, administration or execution of this campaign.
- **4.** LEGO® is a trademark of the LEGO Group of companies which does not sponsor, authorize or endorse this promotion.

# 5. Eligibility

- 5.1 All new and existing principal cardmembers (both Malaysians and non-Malaysians who are residing in Malaysia) ("Principal Cardmember(s)") of Maybank / Maybank Islamic Visa/ Mastercard®/ American Express® Credit/ Charge Card(s) (collectively referred to as "Maybank Cards"), who have successfully registered for the Campaign via Short Messages Service ("SMS") in accordance with Clause 5 ("Eligible Customer") are eligible to participate in the Campaign.
- 5.2 The following persons are NOT eligible to participate in this Campaign:
  - a) Principal Cardmembers whose Maybank Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or the Cardmember Agreement during the Campaign Period;
  - b) Principal Cardmembers of Maybank Cards who are in default of any facility granted by Maybank at any time; or
  - c) Principal Cardmembers of Maybank/ Maybank Islamic Commercial/Corporate/Debit/Prepaid Cards.
- 5.3 Permanent and contract employees of the Maybank Cards' Marketing Department, partners, representatives or agents (including vendors, suppliers, and advertising and promotion agencies for this Campaign) and their respective immediate family members (e.g. spouse, children, parents, siblings) are not eligible to participate in this Campaign.

# 6. SMS Registration & Entry Criteria

- 6.1 The Principal Cardmembers are required to register their participations via SMS using the mobile phone number registered with Maybank and a registered and recognized telecommunication service providers ("Telco") within Malaysia during the Campaign Period using the following format:
- 6.2 Format of the SMS:

For Malaysian Principal Cardmembers: Type **DS** <space> **Last 6-digit NRIC Number** and send to **66628** (E.g. DS 012345) For non-Malaysian Principal Cardmembers: Type **DS** <space> **Last 6-digit Passport Number** and send to **66628** (E.g. DS 678910)

hereinafter referred to as "Registration SMS".

- 6.3 Upon successful registration via SMS, the Principal Cardmembers will receive a confirmation via SMS.
- 6.4 A Principal Cardmember with multiple Maybank Cards is only required to register once during the Campaign Period.
- 6.5 The Principal Cardmembers must pay the standard SMS charges levied by their respective Telco for each Registration SMS sent to the designated number "66628" during the Campaign.
- 6.6 The Principal Cardmembers are solely responsible to ensure that the details in the registration SMS sent to 66628 are complete, accurate, and within the Campaign Period, failing which, the registration SMS will not be processed and will be deemed as invalid or unsuccessful.
- 6.7 The Registration SMS will not be deemed as successful unless the Principal Cardmembers receive a confirmation SMS from 66628 and such confirmation SMS will be sent to the same mobile phone number used for registration, subject to the SMS traffic at the respective Telco's network. The confirmation SMS is automatically generated to confirm receipt of a successful registration and will not be deemed as notification that the Principal Cardmember has been confirmed as the Winner (as defined below).
- 6.8 Any subsequent cancellation and/or change of the SMS registration details will not be accepted after the SMS registration has been sent to 66628.
- 6.9 Maybank reserves the right to disqualify any SMS registration sent to 66628 due to reason(s) including, but not limited to, phone number that being used for Registration SMS does not match with Maybank database, duplicate registration, invalid NRIC/Passport Number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period and Maybank will not be liable for such disqualification.
- 6.10 Maybank will not be held responsible for any SMS traffic, network failure and/ or interruptions on the part of the respective Telco or Maybank's SMS service provider or for any other reason(s) which is not within the control of Maybank during the process of SMS registration sent to 66628 or SMS confirmation sent from 66628 to the Principal Cardmembers' mobile phone number which may result in the delay of the SMS registration during the Campaign Period.
- 6.11 Upon successful SMS registration, Principal Cardmembers are required to accumulate a minimum of RM2,000 Qualified Spend (as described in Clause 6.13 6.15) in total value -throughout the Campaign Period to earn qualifying entry(ies) of which: 1x Qualifying Entry for every accumulated RM100 spend online or at physical retail (offline).

# 6.12 Qualifying entry earning scenario:

#### Scenario 1:

Transaction Amount	Transactions Details (within Campaign Period)	Entries
RM1135	Total grocery transactions	11x
RM1220	Total online transactions	12x
RM230	Total dining transactions	2x
<u>RM 2585</u>	Minimum RM 2000 spending threshold met	25x entries of winning chances earned

#### Scenario 2:

Transaction Amount	Transactions Details (within Campaign Period)	Entries
RM 320	Total retail transactions	3x
RM 210	Total online transactions	2x
RM140	Total dining transactions	1x
<u>RM 670</u>	Does not meet the minimum RM 2000 spending threshold	No entry of winning chances earned

- 6.13 Qualified Spend shall include all offline (physical retails) and online purchases transacted locally and internationally, and 0% EzyPay Instalment Plan ("Ezypay") performed via Maybank Card(s) during the Campaign Period based on local transaction time. For avoidance of doubt, EzyPay shall be treated as Qualified Spend based on the full transaction amount. All overseas transactions in foreign currency shall be converted to Ringgit Malaysia (RM) based on Maybank's prevailing in-house exchange rate.
- 6.14 The Qualified Spend excludes any monthly installment of EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fee and charges imposed by Maybank. For the avoidance of doubt, although the monthly instalment of EzyPay and/or EzyPay Plus may amount up to RM100 or more, it will not be considered as a Qualified Entry.
- 6.15 The Qualified Spend by a supplementary cardmember(s) under the same Principal Cardmember's Maybank Card account(s) will be considered as the Principal Cardmember's Qualified Spend.
- 6.16 The computation period of the Qualified Spend shall be based on all valid Maybank Card(s) issued under the same Principal Cardmember throughout the Campaign Period per following illustration:

Example	Date of Successful SMS Registration	Computation Period of Total Qualified Spend
Eligible Cardmember A	1 May 2022	1 May 2022 – 30 June 2022
Eligible Cardmember B	26 May 2022	1 May 2022 – 30 June 2022
Eligible Cardmember C	30 June 2022	1 May 2022 – 30 June 2022

### 7. Prize

7.1 There are total of two hundred and twenty (220) prizes to be won throughout the Campaign (collectively "Prize") which are as follows:

Category	Prize Descriptions	No. of Winners
Prize	LEGO® Marvel Gargantos Showdown	220 Winners

- 7.2 The Prize is not transferable or exchangeable for cash, credit or kind and shall be subject to such terms and conditions which Maybank may impose.
- 7.3 The acceptance and use of the Prize will be subject to these terms and conditions and such other conditions that may be imposed by Maybank or the relevant merchants supplying the goods or services. The Prize will be accepted at the risk and cost of the Winner. The Winner will accept his/her Prize on an "as-is, where-is" basis. Maybank will not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the Prize. Notwithstanding anything herein, Maybank shall not at any time be responsible or held liable for any defect or malfunction in the Prize by any person, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of the Prize (or of any goods or services redeemed with the Prize).
- 7.4 One (1) Principal Cardmember can only win one (1) Prize throughout the entire Campaign Period regardless of the number of transactions performed, the choice of Card used and the Qualified Spend.

# 8. Selection of Prize Winners

- 8.1 Two hundred and twenty (220) Principal Cardmembers will be shortlisted by Maybank's randomizer programme. As such, the Winners will be selected at random.
- 8.2 The Prize will be rewarded according to the sequence from the 1<sup>st</sup> to 220<sup>th</sup> shortlisted Principal Cardmember(s) ("Winners").
- 8.3 At the point of shortlisting, the Maybank Card account(s) of the Principal Cardmembers must not be delinquent, invalid and/or cancelled; otherwise the Principal Cardmembers will be disqualified.
- 8.4 The Winners will be notified either in writing or by phone that he or she has won a prize within ten (10) weeks after the end of the Campaign Period. Subsequently a confirmation letter will be sent to the Winners and announcement of the Winners will be made on Maybank's Website. It is the responsibility of the Winners to ensure that his or her billing address recorded in Maybank's system is updated.

### 8. Prize Redemption and its Terms & Conditions

- 8.1 The Prize redemption details and terms & conditions will be elaborated in the confirmation letter.
- 8.2 The Prize is non-refundable, non-transferable and non-exchangeable for cash or other kinds, whether in part or in full.
- 8.3 In the event that the Prize (or part of it) should become unavailable (due to a force majeure event or any other reason(s) not within the control of Maybank), the Winners hereby agrees that Maybank has the rights to exchange or substitute the Prize with items of equivalent value with twenty one (21) calendar days prior notice via an announcement made on Maybank2u website at <a href="https://www.maybank2u.com.my">www.maybank2u.com.my</a>.

### 9. General Terms and Conditions

- 9.1 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.
- 9.2 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" 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.
- 9.3 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.
- 9.4 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 (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 (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.

- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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 the 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.

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