

## **Terms and Conditions – Supermarket Sweep 2022 Campaign**

1. The “Supermarket Sweep 2022 Campaign” (“Campaign”) is organized by Malayan Banking Berhad (Co. No. 196001000142) (“Maybank”) and Maybank Islamic Bank Berhad (Co. No. 200701029411) for purchases made at Mid Valley Exhibition Hall from 27 October 2022 at 10:00AM MYT until 29 October 2022 at 12:00PM MYT (both dates inclusive) unless notified otherwise (“Campaign Period”).

### **2. Eligibility**

2.1 This Campaign is open to all new and existing Principal Cardmembers of Maybank and/or Maybank Islamic Visa/ MasterCard/ American Express Credit/ Charge Card(s) (“Maybank Cards”) issued by Malayan Banking Berhad (Co. No. 196001000142) or Maybank Islamic Berhad (Co. No. 200701029411) (collectively referred to as “Maybank”) who successfully made purchases using Maybank Cards (excluding Debit and Prepaid Cards) during Maybank TreatsFair at Mid Valley Exhibition Hall (excluding points redemption) (“Eligible Cardmembers”).

2.2 The following persons are NOT eligible to participate in the Campaign:

- a) Cardmembers whose Maybank Card account(s) is delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardmember Agreement during the Campaign Period;
- b) Cardmembers of Maybank Cards who are in default of any facility granted by Maybank at any time;
- c) Cardmembers of Maybank Commercial/ Corporate Cards; or
- d) Permanent and contract employees of Maybank Malaysia.

### **3. Qualifying Entries**

3.1 Eligible Cardmembers need to meet the “Qualified Spend” based on posting date in order to earn Qualifying Entries and stand to win the Prizes stated in Clause 4 as illustrated below:

<b>Prize</b>	<b>Qualifying Entry</b>
5-Minute Supermarket Sweep worth up to RM4,000 per winner at Jaya Grocer @ The Gardens Mall	1x Qualifying Entry for every RM50 spend during Maybank Treats Fair from 27 October 2022 at 10am till 29 October 2022 at 12pm

3.2 Qualified Spend by Supplementary Cardmember(s) under the same Principal Cardmember’s Maybank Card account(s) shall also be considered as the Principal Cardmember’s Qualified Spend.

### **4. Prizes**

4.1 Prizes under the Campaign (“Prizes”) are as follow:

<b>Prize Category</b>	<b>No. of Winners</b>
Grand Prizes: 5-Minute Supermarket Sweep worth up to RM4,000 per winner at Jaya Grocer @ The Gardens Mall	8 Winners

## 5. Selection of Winners

5.1 Based on the Qualifying Entries earned, Eligible Cardmembers shall be shortlisted by Maybank's randomizer programme for the Prizes.

- (a) The shortlisted Eligible Cardmembers will be contacted by Maybank's representatives at the mobile phone number(s) registered or recorded in Maybank's system to participate in the Campaign at any time on 29 October 2022 to answer one (1) question.
- (b) The shortlisted Eligible Cardmembers will be deemed as a winner if he/ she is able to answer the question correctly **and** agree to participate in the 5-Minute Supermarket Sweep ("Supermarket Sweep Winners").
- (c) If the shortlisted Eligible Cardmember is not able to answer the question correctly or not able to participate in the 5-Minute Supermarket Sweep physically, the next Eligible Cardmember in the sequence will be shortlisted and contacted to answer the question.
- (d) In the event the shortlisted Eligible Cardmember is not contactable after one (1) attempt on the same day for whatsoever reason(s) and/or the shortlisted Cardmember wishes to withdraw from the Campaign upon being contacted by Maybank's representative, he/she shall be disqualified from the Campaign.
- (e) For the avoidance of doubt, calls mentioned in Clause 5.1 (a) will be made only to Principal Cardmembers.

## 6. Fulfillment of Prizes

6.1 At the time of Prize Fulfillment, all Maybank Card account(s) of the Eligible Cardmember must not be delinquent, and/or invalid or cancelled; otherwise he/she shall be disqualified from receiving the Prize of the Campaign.

### 6.2 5-Minute Supermarket Sweep

- (a) The 5-Minute Supermarket Sweep will be held at Jaya Grocer @ The Gardens Mall on 30 October 2022 (Sunday) at 7.30am (time to be further confirmed).
- (b) All cost, fees and/or expenses incurred or to be incurred by the Supermarket Sweep Winners in relation to the Campaign and/or claim the Prize(s), which shall include but not limited to the cost for transportations, accommodation, meals, personal costs and/or any other costs, are the sole responsibility of the Supermarket Sweep Winners.
- (c) In the event the Supermarket Sweep Winner is unable to attend the Supermarket Sweep Day, he/she will automatically be disqualified and no compensation or arrangement will be made after the Supermarket Sweep Day.

- (d) Conditions apply on the Supermarket Sweep Day:
- i. Each Supermarket Sweep Winner will be given one (1) shopping cart/ trolley to select as many groceries items in five (5) minutes (equivalent to 300 seconds) within a set up area at Jaya Grocer @ The Gardens Mall.
  - ii. The Supermarket Sweep will begin and end of the sound of the horn. Upon hearing the final horn, all Supermarket Sweep Winners must return to the check-out counter. Any item(s) taken after the horn will be removed from the shopping cart/trolley.
  - iii. Should the total cost of groceries items selected ("Total Amount") exceed the Prize Amount (maximum of RM4,000 for each Supermarket Sweep Winner), the Supermarket Sweep Winner has an option to either pay the difference between the Total Amount and the Prize Amount or to remove selected item(s) from the shopping cart/ trolley. Maybank shall not be liable to pay any difference between the Total Amount and Prize Amount.
  - iv. All Supermarket Sweep Winners will be expected to practise due diligence and full liability and responsibility when handling the shopping cart/ trolley during the Supermarket Sweep.
  - v. Maybank shall not be held responsible for any loss, damage whatsoever or injury in any manner whatsoever suffered by the Supermarket Sweep Winners as a result of the participation in the Campaign and /or use of the groceries item(s).
  - vi. Any dispute in relation to quality or warranty of the groceries item(s) or any terms and conditions in respect thereof shall be settled directly by the Winner with the authorized dealer/supplier without recourse to Maybank. Maybank is not responsible or liable for any breach of quality or warranty of the groceries item(s) or any terms and conditions in respect thereof.

7. By participating in the Campaign, Eligible Cardmembers/Winners:

- (a) agree to be bound by the terms and conditions herein;
- (b) agree that all records of transactions captured by Maybank's system within the Campaign Period based on local date and time shall be accurate and conclusive;
- (c) agree that Maybank's decision on all matters relating to the Campaign shall be final and binding on all Eligible Cardmembers/ Winners. No further appeal or further correspondence will be entertained;
- (d) agree that any reversal of Qualified Spend shall be excluded;
- (e) consent for Maybank to disclose their particulars to the third party service provider(s)/ authorized supplier(s) including vendors, suppliers, advertising and promotion agencies engaged by Maybank for purpose of contacting them during and after the Campaign;
- (f) authorize Maybank to publish their names, photos taken or other information provided by him/her for current and future advertising and publicity purposes in any advertising or publicity material relating to the Campaign without any compensation;
- (g) agree to access Maybank website at [www.maybank.com.my](http://www.maybank.com.my) to view the terms and conditions and are deemed to have agreed with any changes or variations the Terms and Conditions herein and seek clarification from Maybank should any of the Terms and Conditions be not fully understood;
- (h) shall not be entitled to claim for any compensation against Maybank nor any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for purposes of the Campaign) for any and all loss and damage suffered or incurred by his/her participation in the Campaign whether as a direct or indirect result of the act of amendments, termination or suspension of the Campaign.

## 9 Maybank Privacy Notice

9.1 By participating in this Campaign, Eligible Cardmembers/Winners agree and consent to allow his/ her personal data being collected, processed and used by Maybank in accordance with Maybank Privacy Notice, which may be viewed on [www.maybank.com.my](http://www.maybank.com.my) (“Maybank’s Privacy Notice.”).

9.2 In addition and without prejudice to the terms in the Maybank’s Privacy Notice, Eligible Cardmembers/ Winners 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 in such manner as Maybank deems fit in any media 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, without further express consent from the Eligible Cardmembers. 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 Cardmember/ Winner agrees to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.

## 10 Maybank reserves the right to:

10.1 disqualify any non-eligible Cardmembers at its discretion from participating in the Campaign; including but not limited to Cardmembers with payment due for thirty (30) days or more, whose accounts are suspected to have been operated fraudulently and/or closed by Maybank;

10.2 forfeit the Prize(s) in the event there is reversal of Qualified Spend or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein;

## 11 Maybank and any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for the purposes of the Campaign) shall not be liable and responsible for:

11.1 any failure or delay in transmission of sales transactions by Visa International Incorporated, MasterCard Worldwide, American Express, merchant establishments or any party which may result in the Cardmember not being able to participate for this Campaign;

## 12 The Terms and Conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Cardmembers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

## 13 In addition to the terms stipulated above, Principal Cardmembers/Winners agree that the general terms and conditions in the Cardmembers’ Agreement shall be read together with these Terms and Conditions.

## 14 General Terms and Conditions

- 14.1 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.
- 14.2 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.
- 14.3 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 & Conditions be not fully understood.
- 14.4 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 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.
- 14.5 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.

- 14.6 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.
- 14.7 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.
- 14.8 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).