Maybank American Express Credit Card– Register, Spend and Win RM10,000 Worth of Travel Voucher

The Maybank American Express - Register, Spend and Win RM10,000 Worth of Travel Voucher ("**Campaign**") is organised by Malayan Banking Berhad (Registration No. 196001000142) and Maybank Islamic Berhad (Registration No. 200701029411) (collectively referred to as "**Maybank**"). The terms and conditions applicable to this Campaign are stated below ("**Terms and Conditions**"). By participating in this Campaign, Eligible Customers (as defined below) hereby expressly agree to be bound by these Terms and Conditions.

Campaign Period

1. The Campaign commences on **15 March 2023**, at 00:00:00 AM and ends on **15 June 2023**, at 23:59:59 PM (both dates inclusive) ("**Campaign Period**").

<u>Eligibility</u>

- 2. Subject to these Terms and Conditions, this Campaign is open to all existing and new Principal Cardmembers (as defined below) of Maybank 2 American Express Platinum Credit Card, Maybank 2 American Express Gold Credit Card, Maybank American Express Gold Cash Back Credit Card, and Maybank Islamic Ikhwan American Express Platinum Credit Card ("Maybank Amex Credit Cards") issued by Maybank who had successfully registered for the Campaign via short messages service ("SMS") ("Eligible Customers").
- 3. The following individuals are **NOT** eligible to participate in this Campaign:
 - a. permanent and/or contract employees of Maybank Cards Department (including those of its subsidiaries and related companies); and/or
 - b. any person who has committed or suspected of carrying/committing any misconduct, fraudulent or wrongful acts with regards to their account(s), any facility, and/or any services granted by Maybank.
 - c. Supplementary Maybank Amex Credit Cards Cardmembers ("Supplementary Cardmembers") are not eligible to receive prizes for this Campaign. However, Qualified Spend (as defined below) by Supplementary Cardmember(s) under an Eligible Principal Cardmember's Maybank Cards account(s) will be included/ consolidated in the computation of the Eligible Principal Cardmember's Qualified Spend.

SMS Registration

4. To be eligible for the Campaign, all principal cardmembers of Maybank Amex Credit Cards ("Principal Cardmembers") are required to register once via SMS using any of the registered telecommunication companies ("Telco") number within the Campaign Period ("Registration") as follows:

SMS: AMEX<space>last 6-digit NRIC /Passport number to 66628 (E.g. AMEX 495105)

5. All interested Principal Cardmembers must register their participation in the Campaign using the mobile phone number registered with Maybank. Multiple registrations using the same phone number is prohibited. In the event the information that has been provided by the Cardmember does not match with the Maybank database, Maybank reserves the right to reject the registration.

- 6. Principal Cardmembers shall pay the standard SMS charges levied by their respective Telco service providers for each Registration sent to the designated number "66628" for the Campaign.
- 7. Principal Cardmembers shall ensure that the details in the Registration sent to "66628" are complete, accurate and within the Campaign Period; failing which, the Registration shall be deemed invalid or unsuccessful.
- 8. Cancellation and/or any changes made after the Registration which has been successfully sent to "66628" will not be entertained.
- 9. Proof of SMS sent to "66628" by Principal Cardmembers shall not be considered as being a successful SMS Registration. The SMS Registration is successful when the Principal Cardmembers receives a SMS confirmation from "66628" and such SMS confirmation will be sent to the same mobile phone number used for the Registration, subject to the SMS traffic at the respective Telco's network. The SMS confirmation is automatically generated to confirm receipt of a successful Registration and shall not be deemed as notification that the Principal Cardmembers had been confirmed as the Winner (as defined below).
- 10. Maybank reserves the right to disqualify any Registration sent to "66628" due to reason(s) including, but not limited to duplicate registrations, invalid NRIC/Passport Number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period. Maybank shall not, in any way, be held liable and/or responsible for such disqualification.
- 11. Maybank shall not be responsible and does not have any control over the SMS traffic, possible network failures and/or interruptions on the part of the respective Telco or Maybank's SMS service provider or for any other reason(s) whatsoever during the process of the Registration sent to "66628" or SMS confirmation sent from "66628" to Principal Cardmembers which may result in the delay of the Registration during the Campaign Period.
- 12. Maybank's SMS service is provided and supported by the service provider appointed by Maybank.

Campaign Mechanics

13. The top 3 highest spenders during the Campaign Period ("**Grand Prize Winners**") and top 900 monthly highest spenders ("**Monthly Prize Winners**") (collectively referred to as "**Winners**") consolidated from the Qualified Spend (as defined below) transacted will win the following prizes ("**Prizes**"):

Monthly Prize	Description	Value (RM)	Monthly Qty	3-Months Qty
Grand Prize	Travel Voucher	10,000	-	3
Monthly Prize	Cash Back	50	300	900
Grand Total				903

14. The Qualified Spend from each Maybank Amex Credit Card will be consolidated within the period stated below:

i. Grand Prize:

Months Month-1 to Month-3		Date	
		15 March 2023 – 15 June 2023	

ii. Monthly Prize:

Months	Date	
Month-1	15 March 2023 – 14 April 2023	
Month-2	15 April 2023 – 14 May 2023	
Month-3	15 May 2023 – 15 June 2023	

15. The Monthly Prize Winners of the previous month will be excluded from winning in the subsequent months throughout the Campaign.

Example 1:

Fera has registered for the Campaign via SMS and has spent a total of RM5,000 with her Maybank 2 American Express Gold Credit Card in Month-1. Upon fulfilment, she is identified as the 15th highest spender in Month-1 and won the RM50 Cash Back. Since she already won in Month-1, Fera is not entitled to win the Monthly Prize in the subsequent months.

16. For the Grand Prize, Monthly Prize Winners are still able to win the RM10,000 worth of Travel Voucher subject that the Eligible Customers are the one of the overall top 3 highest spenders during the Campaign Period.

Example 2:

Fera, who is one of the winners for Monthly Prize in Month-1, in overall has spent RM60,000 on retail transactions with her Maybank American Express Gold Credit Card during the Campaign Period. Upon fulfilment, she is identified as the 3rd highest spender in overall from Month-1 until Month-3. Hence, Fera will also win the Grand Prize of RM10,000 worth of Travel Voucher .

- 17. Tracking of the spending and Winners selections are based on the transaction dates (Malaysian Time) and the time in which the transactions are successfully posted in Maybank's system during the Campaign Period.
- 18. In the event if an Eligible Customer has more than one (1) Maybank Amex Credit Cards and actively spends with those cards, all Qualified Spends from all the cards will be consolidated as one total spending. The Monthly Prize will only be credited to the highest spending Maybank Amex Credit Card if the Eligible Customer is selected as one of the Winners.

Prize Fulfilment

19. Prize fulfilment will be carried out within twelve (12) weeks from the end of the Campaign Period. Winners will be notified either in writing or SMS or any other method of communication which Maybank deems appropriate.

Example:

The Campaign ends on 15 June 2023, the fulfilment will be done 12 weeks from 15 June 2023. The fulfilment is expected to be completed latest by 7 September 2023.

- 20. The RM10,000 worth of Travel Voucher will be delivered to the Grand Prize Winner's home address that is available in Maybank's records. The Winners will be subjected to the terms and conditions set by the issuer of the Travel Voucher.
- 21. For the avoidance of doubt, the Travel Vouchers are provided by Maybank's suppliers. The Eligible Customers, and/or Winners hereby acknowledge and agree that Maybank excludes all warranty and/or liability in connection with the awarded Prizes and/or the Campaign. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury/or death) resulting from the participation of the Campaign, redemption and/or usage of the Prizes. Maybank shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Eligible Customers as a result of the participation in the Campaign and/or use of the Prizes.
- 22. The Cash Back Prize will be credited to Winner's Credit Card account, and it will be the same Credit Card that was utilized for this Campaign, subject to Clause 18 of this Terms and Conditions.
- 23. Prize(s) awarded to Winners are non-transferrable or of any kind, whether in part or in full.
- 24. Maybank reserves the right and discretion to substitute the Prizes with other product of approximately equivalent value. Prior notice of twenty one (21) calendar days will be given for any changes of Prizes.
- 25. Maybank reserves the right to disqualify an Eligible Customer from participating in the Campaign and/or from receiving the Prize(s), due to the following:

a. where the minimum payment or any amounts due and payable under any of the Eligible Customer's Maybank Credit Card account(s) are not settled on or before its due date; and/or

b. if the Eligible Customer's Maybank Amex Credit Card account is cancelled, closed, or terminated by any reason whatsoever, either voluntarily or involuntarily on or before the fulfilment of the Prize(s); and/or

c. if the Eligible Customer has committed or is suspected of committing any misconduct, fraudulent or wrongful acts.

Qualified Spend

- 26. "Qualified Spend" means the purchase of any goods or services (local or international) with the use of the Maybank Amex Credit Cards and may include, at Maybank's discretion, any card transaction (inclusive e-commerce transactions) as may be determined by Maybank except for the following transactions:
 - a. instalments paid under Maybank's Flexi Payment Plan, Easy Payment Plan transactions registered and commenced before the Campaign Period, Credit Shield Plus, Dial for Cash, Balance Transfer,

Balance Transfer via Instalment Plan, eWallets and Cash Advance. Easy Payment Plan transaction is not categorised as "Qualified Spend" transaction;

- b. any disputed, cancelled, refunded, unauthorized or fraudulent purchase transactions;
- c. payment of annual Maybank Credit Card membership fees;
- d. interest/management fee/ Management Charge payments, late payment fees, charges for cash withdrawals, any taxes imposed by law and any other form of service/miscellaneous fees; and
- e. transactions made by the Eligible Customers with any merchant associated with or controlled by them (whether as an employee, employer, shareholder, or director). i.e., transactions by Eligible Customers with any corporation or business entity in which he/she is an employee or employer or works with or has shares or interest in or is a director of.

General Terms and Conditions

- 27. 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.
- 28. 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 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.
- 29. 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.
- 30. 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 PDPA Form for Individual Customers.

In addition and without prejudice to the terms in the Maybank's Privacy Statement and the 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.

*Note: "PDPA" refers to Personal Data Protection Act (2010).

- 31. 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 any gross negligence or omission by Maybank.
- 32. 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.
- 33. Maybank may disqualify/reject any Eligible Customers 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.
- 34. 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 <u>www.maybank2u.com.my.</u>