

## Scan & Pay - MAE-ga KenDURIAN - RM50 Event Promo Campaign

### Terms & Conditions



Scan & Pay – MAE-ga KenDURIAN - RM50 Event Promo Campaign (“**Campaign**”) is organized 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 2 below) hereby expressly agree to be bound by these Terms and Conditions and any decisions made by Maybank in respect of the Campaign shall be final, conclusive and binding.

#### 1.0 Campaign Period

- a) This Campaign commences and is only applicable on the following MAE-ga KenDURIAN (“**Event**”) event days, or until stock of the durian is fully sold out, whichever is the earlier (“**Campaign Period**”)
  - i) Dking SS2: 10 August 2024 - 11 August 2024 from 12:00:00 PM till 20:00:00 PM (all dates inclusive)
  - ii) Dking SS2: 17 August 2024 - 18 August 2024 from 12:00:00 PM till 20:00:00 PM (all dates inclusive)
  - iii) Dking Macalister Rd: 17 August 2024 - 18 August 2024 from 12:00:00 PM till 20:00:00 PM (all dates inclusive)
  - iv) Eco Galleria: 24 August 2024 - 25 August 2024 from 12:00:00 PM till 20:00:00 PM (all dates inclusive)
- b) During the Campaign Period, Maybank shall enable and facilitate the provision for purchase of RM50 promo purchase for RM140 worth of durians per Eligible Customer from the participating merchant (“**Merchant**”).

#### 2.0 Eligibility and Platform

- a) This Campaign is open to all individuals who have an active Maybank Anytime Everywhere (“**MAE**”) App and are registered to utilize Scan & Pay (“**Scan & Pay**”), which is an electronic payment platform utilizing Quick Response (QR) codes included as a functionality of the MAE by Maybank2u (“**MAE app**”).
- b) The eligibility of users for Scan & Pay is governed by the Terms and Conditions of the respective product. Eligibility for usage of Scan & Pay is a primary prerequisite for eligibility in this Campaign.
- c) This Campaign is open to individuals who have attained the age of eighteen (18) years and above with valid identification document(s). 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 use of MAE is an acknowledgement to Maybank that the Minor has obtained the prior consent of his or her parents and/or legal guardian to participate in this Campaign. These Terms and Conditions will be applicable to and binding upon the parents and/or legal guardian of the Minor as to the same effect as if the parents and/or legal guardian of the Minor was a direct party and agreed to these Terms and Conditions.
- d) All individual customers who have fulfilled the above criteria will hereinafter be referred to as the “**Eligible Customers**”.
- e) The Campaign is applicable only for Scan & Pay transactions made via the MAE app Version 0.8.6 and above downloaded from Google Play Store, Version 3.0 downloaded from Apple App Store and Version 0.7.9 downloaded from Huawei App Gallery and above only.

### 3.0 Campaign Mechanics and Conditions

- a) During the Campaign Period, Maybank shall offer to all Eligible Customers a two (2) time promo of RM90 subject to a minimum spend of RM140 per transaction (subject to availability, Capping and limit per user) (“**Promo**”) for purchases at all participating durian merchants nationwide (collectively referred to as “**Merchants**”).

1.	Promo	<p>Scan and Pay RM50 via MAE app for the MAE-ga KenDURIAN package inclusive of:</p> <ol style="list-style-type: none"> <li>400g durian pulp of Musang King</li> <li>300g durian pulp of Horlor/Udang Merah*</li> <li>300g durian pulp of D24</li> </ol> <p><b>Pricing**</b>  Normal price: RM140.00  Promo: RM90.00  Price to pay: RM50.00</p> <p>*subject to availability  **Above total package above is calculated for a total value of RM140, based on market price as of 25 July 2024</p>
2	Promo Code	<p>Dking SS2: MAEDURIANSS2  Dking Macalister Rd: MAEDURIANPG  Eco Galleria: MAEDURIANJB</p>
3.	Capping	<ul style="list-style-type: none"> <li>Limited to 2 (two) purchases per Eligible Customer, per day.</li> <li>Promo Codes are limited to the first 8,000 redemptions, throughout the event, across all locations.</li> </ul>
4.	Validity of Promo	Promo is only applicable on the specified dates and time, at the participating Merchant. Subject to availability, on a first come, first served basis while stocks last.
5.	Promo Period	<p>Dking SS2  Dates: 10-11 August 2024 &amp; 17-18 August 2024  Time: 12:00:00 PM to 20:00:00 PM</p> <p>Dking Macalister Rd  Dates: 17-18 August 2024  Time: 12:00:00 PM to 20:00:00 PM</p> <p>Eco Galleria  Dates: 24-25 August 2024  Time: 12:00:00 PM to 20:00:00 PM</p>
6.	Payment Method	Scan & Pay from the MAE app only.

- b) Based on the type of Eligible Transactions performed as set out in the table below, Eligible Customers will receive the Promo via the Campaign as set out in Clause 3.0 (a) above.

<b>Eligible Transaction</b>
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Eligible monetary transactions with a minimum qualifying purchase amount of RM140.00 per transaction at participating Merchants:

- i. Perform a Scan & Pay transaction from the MAE app. (“**Payment Method**”)
  - The Eligible Customers may change their source of funds for Scan & Pay from MAE by Maybank2u by selecting the ‘Change’ button upon payment.
- ii. Only Scan & Pay transactions performed via the MAE by Maybank2u Version 0.8.6 and above.

Illustration:

Scenario		Eligible Promo upon Eligible Transaction
a	Total purchase value of RM140, funded from Savings / Current / MAE account.	1 (one) Promo chance of RM90 will be deducted immediately upon entering the promo code.
b	Total purchase value of RM139.00, funded from Savings / Current / MAE account.	No Promo will be given as the transaction does not meet the minimum qualifying purchase amount as stipulated in Clause 3.0 (a) (1).
c	Total purchase value of RM140.00, funded from a Maybank debit / credit card	No Promo will be given as the source of funds selected is Maybank debit / credit card and not as per Clause 3.0 (a) (6).
d	Total purchase value of RM140.00, funded from Savings / Current / MAE for the 3 <sup>d</sup> time.	No Promo will be given as the customer has reached maximum Promo capping, as stipulated in Clause 3.0 (a) (3)
e	Total purchase value of RM140.00, funded from Maybank2u MY app	No Promo will be given as only transactions made from the MAE app is eligible, as stipulated in Clause 3.0 (a) (6).

- c) This Campaign is only applicable via Scan & Pay on the MAE app during the Campaign Period at the participating Merchant outlet only.
- d) The value of RM140 for the durians in Clause 3.0 (a) (1) is based on pricing as of 25 July 2024. Any fluctuations resulting in changes of market prices during the Campaign will not result in addition or reduction of durians available for the promotion or a reduction of the promotion price.
- e) The durians are provided and fulfilled by the Merchant and Maybank does not make any guarantees or claims on the provisions of the durians. Maybank is not responsible for any disputes with regards to the durians.
- f) All sales are final, and Maybank does not offer any refund or money back guarantee.
- g) Eligible Customers shall grant to Maybank the rights to use any and all photos, recordings, and/or other materials of the Eligible Customers received or obtained during Campaign in the course of the Event for advertising, marketing and communication purposes as Maybank deems fit without compensation to the Eligible Customers or any other person and/or entity.

- h) Merchant is not allowed, at any point throughout this Campaign Period, to scan the Quick Response (QR) code in its own store, either by itself or through a third-party, to make a purchase. Purchases made in this manner are not eligible for participation in this Campaign. If the purchase 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, which shall include the right to set off the amount from the Merchant's or the Eligible Customer's account with prior notice via the respective emails registered with Maybank.
- i) The Scan & Pay transaction can be made from the MAE app via the "PAY" function.
- j) For the avoidance of doubt, the opportunity to obtain the Promo will only be valid during the Campaign Period and only for Scan & Pay transactions that are funded by Maybank current account, savings account, or MAE account, transacted via MAE app (version 0.8.6 and above only), and is not valid in conjunction with other promotions, discounts, or vouchers.

## **6.0 General Terms & Conditions**

- a) 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.
- b) 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.my](http://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.
- c) By participating in this Campaign, Eligible Customers agree to access to 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.
- a) By participating in this Campaign, the 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:
  - i) the purposes of the Campaign; and
  - ii) 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 as 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.
- d) Maybank and 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 any gross negligence or omission by Maybank.

- e) 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.
- f) Maybank may disqualify/reject any Eligible Participants 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.
- g) 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 Participants may choose to e-mail Maybank via the feedback form at Maybank2u website [www.maybank2u.com.my](http://www.maybank2u.com.my)