

Maybank QRPay Merchant Referral Campaign (“**Campaign**”) is organised by Malayan Banking Berhad (3813-K) (“**Maybank**”) and shall be subject to the Terms and Conditions herein. By participating in this Campaign, the Eligible Participants (as defined in Clause 1 below) hereby expressly agree to be bound by these Terms & Conditions and that any decisions made by Maybank in respect of the Campaign shall be final and binding.

1.0 Eligibility

- a. This Campaign is open to any and all merchants; either natural persons or corporate persons; validly registered to utilise QRPay as a merchant and their authorised representatives, hereinafter referred to as “**Eligible Participants**”;
- b. Notwithstanding the above, under no circumstances shall any of the following persons be considered Eligible Participants for the purposes of this Campaign:
 - i. Employees of Maybank and its group of companies already involved in or participating in another referral campaign for QRPay which shall non-exhaustively include all Branches, Trade Auto Finance Centres and SME Centre employees; and
 - ii. Employees of Maybank and its group of companies involved in QRPay products.

2.0 Campaign Mechanics and Conditions

- a) This Campaign commences on the 2nd of November 2018 and ends on the 15th of February 2019 (“**Campaign Period**”).
- b) During the Campaign Period, persons registering to use QRPay as merchants may, during the on-boarding process, input an existing Eligible Participant’s Merchant ID (“**MID**”) as a unique referral code identifying said existing Eligible Participant as their referrer.
- c) An Eligible Participant may find their MID by launching the QRPay App and proceeding to Menu → Invite Friends → Share Your Referral Code.
- d) A referral shall qualify as a Valid Referral only if such successfully referred and on-boarded merchant registers with a valid Malaysian Business Registration Number (BRN) and proceeds to process at least five (5) QRPay transactions with a minimum aggregated total transaction of RM100.00 via QRPay before the end of the Campaign Period.
- e) Upon the referral qualifying as a Valid Referral, the Eligible Participant will subsequently be entitled to have a referral fee credited into the account tagged to the referring MID after the end of the campaign period, and only after any and all necessary internal compliance, regulatory, or other checks as determined at Maybank’s sole discretion have been satisfactorily conducted.
- f) Notwithstanding any of the above, only the first 1,000 Valid Referrals shall qualify for any referral incentive paid under this Campaign.
- g) The referral incentive paid to Eligible Participants shall be One Hundred Ringgit Malaysia (MYR100.00) only per Valid Referral.

- h) The three (3) Eligible Participants with the highest total number of Valid Referrals made during the Campaign Period amongst all Eligible Participants, shall after the end of such Campaign Period be entitled to and receive marketing collateral, goods, services, promotional codes, or other things of value worth up to MYR2000.00 at fair market value (“**Merchant Referral Grand Prize**”) from Maybank in a manner and form as to be decided between such Eligible Participant and Maybank.
- i) Fulfilment of Maybank’s obligations under this Campaign, with particular reference to the provision of referral incentives under clause 2(g) and the Merchant Referral Grand prize under clause 2(h), shall occur no later than sixty (60) days after the conclusion of the Campaign Period.

3.0 General Terms & Conditions

- a) Maybank shall not be responsible or held liable in any manner whatsoever in respect of technical failures of any kind whatsoever, intervention, interruptions and/or electronic or human error in the administration and/or processing of the transaction performed via QRPay, Maybank2u, and/or the determination of the participants’ eligibility for the Reward.
- b) The selection of winners will be made by Maybank at its absolute discretion. All matters and decisions made by Maybank relating to this Campaign, including the determination of winners, is final, binding and conclusive. No correspondence, protests, or appeals in relation to this Campaign will be entertained.
- c) Maybank reserves the right (upon giving reasonable notice) to amend, shorten, cancel, suspend or terminate this Campaign or any part thereof within twenty one (21) days from the date the Campaign commences. Such notice may be published by Maybank via Maybank2u website (www.maybank.com.my) and/or through any other mode of communication as determined in the absolute discretion of Maybank.
- d) For the avoidance of doubt, the amendment, shortening, cancellation, suspension, or termination of this Campaign by Maybank shall not entitle the Eligible Participants or any other persons whatsoever to any claim or compensation against Maybank for any losses or damages suffered or incurred as a direct or indirect result of the such amendment, shortening, cancellation, suspension or termination.
- e) Maybank shall not be liable for any losses, damages or costs incurred or suffered by any customer as a result of the customer participating in this Campaign. Furthermore, Maybank shall not be liable for any default of its obligations under the Campaign due to any force majeure event which includes but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Maybank.
- f) The terms and conditions stated herein shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- g) Maybank is entitled to, at its discretion, disqualify or otherwise reject any Eligible Participant 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. Tampering shall include fraudulent

activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.

- h) Any variation of any of the terms and conditions stated herein shall be binding on the participants and be deemed to be brought to their attention through any notice displayed at Maybank2u website.
- i) Eligible Participants also agree and consent to their information or details (including without limitation personal data or information) being processed and used by Maybank for:
 - i. the purposes of the Campaign;
 - ii. 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 Participant. 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 Participant 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; and
 - iii. other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from Maybank from time to time.
- j) 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, the Eligible Participants may choose to e-mail Maybank via the feedback form at Maybank2u website (www.maybank.com.my)