

Terms and Conditions – 2018 Maybank Spend More to Win Big Campaign

1. The Terms & Conditions shall govern the “2018 Maybank Spend More to Win Big” (“Campaign”) commences on 15 November 2018 at 12:00AM MYT until 15 February 2019 at 11:59PM 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 MasterCard, Visa or American Express Card except Maybank Debit Card(s) and Maybank Prepaid Card(s) (“Maybank Cards”) issued by Malayan Banking Berhad (Co. No. 3813-K) or Maybank Islamic Berhad (Co. No. 787435-M) (collectively referred to as “Maybank”) who has successfully registered for the Campaign via SMS (“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 Cards Marketing Department of Maybank Malaysia and Regional Cards Marketing Department.
- 2.3 For avoidance of doubt, permanent and contract employees of Maybank (non-Cards Marketing Department of Maybank Malaysia and non-Regional Cards Marketing Department) and/ or vendors, suppliers, advertising and promotion agencies for this Campaign are eligible to participate in the Campaign and stand to win the Bonus Prize only.

3. SMS Registration

- 3.1 Registration is on a one-time basis by using any of the registered telecommunication companies’ (“Telco”) number and must be made by the Principal Cardmember within the Campaign Period as per below:
 - a) Registration is on a one-time basis Type **WIN**<space>**12-digit NRIC Number without spacing** and send to **66628** (E.g. WIN 810721106658); or
 - b) For non-Malaysian Principal Cardmembers, type **WIN** <space>**Passport Number without spacing** and send to **66628** (E.g. WIN B123456)
- 3.2 Principal Cardmembers with multiple Maybank Cards are only required to register once within the Campaign Period to participate in the Campaign.
- 3.3 Principal Cardmembers shall be responsible to pay the standard SMS charges levied by their respective Telco for each registration SMS sent to the designated number “66628” under the Campaign.
- 3.4 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 be deemed invalid or unsuccessful.

- 3.5 Cancellation of registration and/or change of any details will not be accepted after the registration SMS has been successfully sent to 66628.
- 3.6 Proof of SMS sent to 66628 by Principal Cardmembers shall not be deemed as successful SMS registration unless the Principal Cardmember receives 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 shall not be deemed as notification that the Principal Cardmember has been confirmed as the winner.
- 3.7 Maybank reserves the right to disqualify any registration SMS sent to 66628 due to reason(s) including, but not limited to duplicate registration, invalid NRIC number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period without assigning any reason thereof and shall not be liable for such disqualification.
- 3.8 Maybank is not responsible for nor does Maybank have any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective Telco or Maybank's SMS vendor or for any other reason(s) whatsoever during the process of registration SMS sent to 66628 or confirmation SMS sent from 66628 to Principal Cardmembers which may result in the delay of the SMS registration during the Campaign Period.
- 3.9 SMS service is provided and supported by the service provider appointed by Maybank, Macro Kiosk Berhad.

4. Qualifying Entries

- 4.1 Upon successful SMS registration, Eligible Cardmembers will need to meet the "Qualified Spend" in order to earn Qualifying Entries and stand to win the Prizes stated in Clause 5 as illustrated below:

| Qualifying Entries | Spend Requirement |
|--------------------|---|
| 1x Entry | <ul style="list-style-type: none"> Every RM100 single transaction on local retail/e-commerce per day |
| 10 Entries | <ul style="list-style-type: none"> Every RM1000 transaction on EzyPay spend per day |

- 4.2 Qualified Spend shall include retail and online purchases transacted locally, Auto PayBills, auto-reload for Maybank Touch n' Go Zing Card(s), 0% EzyPay Instalment Plan ("EzyPay") performed via Maybank Card(s) during the Campaign Period based on local transaction time; and Qualifying Entries shall be allocated in accordance to Clause 4.1. For the avoidance of doubt, EzyPay shall be treated as Qualified Spend based on the full transaction amount, and all overseas transactions in foreign currency shall be converted into Ringgit Malaysia (RM) based on Maybank's prevailing in-house exchange rate.
- 4.3 Qualified Spend shall exclude monthly installment of EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fees and charges imposed by Maybank.
- 4.4 Split and or repetitive retail transaction of five (5) times and above in a day from the same merchant(s) are disallowed and shall be disqualified.

- 4.5 Computation of the total Qualifying Spend will be based on all valid Maybank Card(s) issued under the same Eligible Cardmember throughout the Campaign Period upon successful SMS registration per illustration below:

| Example : | Date of Successful Registration | Computation of Qualified Spend |
|-------------------------|---------------------------------|--------------------------------|
| Registered Cardmember A | 30 November 2018 | 15 Nov 18 - 15 Feb 19 |
| Registered Cardmember B | 31 December 2018 | 15 Nov 18 - 15 Feb 19 |
| Registered Cardmember C | 12 February 2019 | 15 Nov 18 - 15 Feb 19 |

- 4.6 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.

5. Prizes

- 5.1 The prize under the Campaign ("Prize") is as follow:

| Prize Category | Qualifying Accumulative spend during Campaign | Total Winners | Prizes |
|----------------|---|---------------|-------------------|
| A | RM2,000 | 500 | RM100 Cash Back |
| B | RM4,000 | 200 | Tablet |
| C | RM7,000 | 15 | Samsung Note 9 |
| D | RM10,000 | 15 | 60" Inch Sharp TV |

Illustration:

| CM spending throughout campaign Period | Qualifying Prize Category |
|--|----------------------------|
| RM2,000 - RM3,999 | Prize Category A |
| RM4,000 - RM6,999 | Prize Category A & B |
| RM10K and above | Prize Category A, B, C & D |

Note: Cardmember can only win 1 prize throughout the campaign period

6. Selection of Winners

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

6.2 Prize A : 500X RM100 Cash Back

- (a) In accordance to the selection sequence of Maybank's randomizer programme, the first shortlisted Eligible Cardmembers shall be deemed as final winners ("Cash Back Winners").

6.3 Prize B: 200X Tablet

- (a) In accordance to the selection sequence of Maybank's randomizer programme, the first shortlisted Eligible Cardmembers shall be deemed as final winners ("Tablet Winners").

6.4 Prize C: 15X Samsung Note 9

- (a) The shortlisted Eligible Cardmembers will be contacted by Maybank's representatives at the mobile phone numbers registered or recorded in Maybank's system to participate in the Campaign at any time during office hours to answer one (1) question.

- (b) The shortlisted Eligible Cardmembers will be deemed as winner ("Note 9 Winners") if he/ she is able to answer the question correctly.

- (c) If the shortlisted Eligible Cardmember is not able to answer the question correctly, the next Eligible Cardmember in sequence will be shortlisted and contacted to answer the question.
- (d) In the event the shortlisted Eligible Cardmember is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the shortlisted Cardmember wish to withdraw from the Campaign upon being contacted by Maybank's representative, he/she shall be disqualified from the Campaign.
- (e) Calls will be made only to Principal Cardmembers.

6.5 Prize D: 15X 60" Inch Sharp TV

- (a) The shortlisted Eligible Cardmembers will be contacted by Maybank's representatives at the mobile phone numbers registered or recorded in Maybank's system to participate in the Campaign at any time during office hours to answer one (1) question.
- (b) The shortlisted Eligible Cardmembers will be deemed as winner ("TV Winners") if he/ she is able to answer the question correctly.
- (c) If the shortlisted Eligible Cardmember is not able to answer the question correctly, the next Eligible Cardmember in sequence will be shortlisted and contacted to answer the question.
- (d) In the event the shortlisted Eligible Cardmember is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the shortlisted Cardmember wish to withdraw from the Campaign upon being contacted by Maybank's representative, he/she shall be disqualified from the Campaign.
- (e) Calls will be made only to Principal Cardmembers.

7. Fulfillment of Prizes

7.1 At the time of rewarding the Prize, 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.

7.2 Prize A: 500X RM 100 Cash Back

- (a) RM 100 Cash Back will be credited to the Cash Back Winners' Principal Maybank Card accounts within twelve (12) weeks after the announcement of Winners and will be reflected on the credit card statements for the month following the date of cash back crediting.

7.3 Prize B: 200X Tablet

- (a) A total of 200 units of branded Tablets will be given away during the Campaign Period.
- (b) The Branded Tablet is given as it is. Winners are not allowed to select colour or upgrade the Tablet ("Tablet Prizes").
- (c) The Tablet Prizes are subject to availability from the supplier. In the event that the supplier is unable to supply the same model to Maybank due to reasons which include (but are not limited to) a manufacturer recall of that specific model or damage/loss/theft of the model during storage & delivery, Maybank

reserves the right at its absolute discretion to substitute with another product of similar retail value with 21 days prior notice;

- (d) The Tablet Prizes do not include any accessories or items that are shown in any advertisements or promotional materials as they are for illustrative purposes only;
- (e) Tablet Prizes are not transferable, nor exchangeable for cash or credit or kind whether in part or in full;
- (f) For the avoidance of doubt, the Tablet Prizes are provided by authorized dealer. Maybank shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any of the Prizes. Any dispute in relation to the warranty or quality of any Prize or any terms and conditions in respect thereof shall be settled directly between the relevant Winner and any authorized dealer in Malaysia. Maybank will bear no responsibility for resolving any dispute and the Winner must liaise directly with any authorized dealer in Malaysia, and not Maybank in this regard.

7.4 Prize C: 15X Samsung Note 9

- (a) A total of 15 units of Samsung Note 9 will be given away during the Campaign Period.
- (b) The Samsung Note 9 is given as it is. Winners are not allowed to select colour or upgrade the Samsung Note 9 ("Note 9 Prizes").
- (c) The Note 9 Prizes are subject to availability from the supplier. In the event that the supplier is unable to supply the same model to Maybank due to reasons which include (but are not limited to) a manufacturer recall of that specific model or damage/loss/theft of the model during storage & delivery, Maybank reserves the right at its absolute discretion to substitute with another product of similar retail value with 21 days prior notice;
- (d) The Note 9 Prizes do not include any accessories or items that are shown in any advertisements or promotional materials as they are for illustrative purposes only;
- (e) Note 9 Prizes are not transferable, nor exchangeable for cash or credit or kind whether in part or in full;
- (f) For the avoidance of doubt, the Note 9 Prizes are provided by authorized dealer. Maybank shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any of the Prizes. Any dispute in relation to the warranty or quality of any Prize or any terms and conditions in respect thereof shall be settled directly between the relevant Winner and any authorized dealer in Malaysia. Maybank will bear no responsibility for resolving any dispute and the Winner must liaise directly with any authorized dealer in Malaysia, and not Maybank in this regard.

7.5 Prize D: 15X 60" Inch Sharp TV

- (a) A total of 15 units of 60" inch Sharp TV will be given away during the Campaign Period.

- (b) The 60" Inch Sharp TV is given as it is. Winners are not allowed to select colour or upgrade the 60" Inch Sharp TV ("TV Prizes").
 - (c) The TV Prizes are subject to availability from the supplier. In the event that the supplier is unable to supply the same model to Maybank due to reasons which include (but are not limited to) a manufacturer recall of that specific model or damage/loss/theft of the model during storage & delivery, Maybank reserves the right at its absolute discretion to substitute with another product of similar retail value with 21 days prior notice;
 - (d) The TV Prizes do not include any accessories or items that are shown in any advertisements or promotional materials as they are for illustrative purposes only;
 - (e) TV Prizes are not transferable, nor exchangeable for cash or credit or kind whether in part or in full;
 - (f) For the avoidance of doubt, the TV Prizes are provided by authorized dealer. Maybank shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any of the Prizes. Any dispute in relation to the warranty or quality of any Prize or any terms and conditions in respect thereof shall be settled directly between the relevant Winner and any authorized dealer in Malaysia. Maybank will bear no responsibility for resolving any dispute and the Winner must liaise directly with any authorized dealer in Malaysia, and not Maybank in this regard.
- 7.6 Announcement of the Winners (e.g. Name and masked Maybank Card Number) shall also be made on Maybank's website at www.maybank2u.com.my and/or American Express Malaysia website at www.americanexpress.com.my twelve (12) weeks after the end of the Campaign Period.
- 7.7 If there is any dispute or non-receipt of the Prize, Winners are required to contact Maybank Customer Service at 1300 88 6688 by **30 June 2019** at the latest to request for an inquiry. No request for any inquiry shall be entertained after **30 June 2019**.
8. SMS sent by Eligible Cardmembers to 66628 for registration purpose shall be deemed as consent to participate in the Campaign. 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.maybank2u.com.my and/or www.americanexpress.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.maybank2u.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 sole 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;

10.3 withdraw/cancel, suspend, extend or terminate the Campaign earlier in whole or in part, and/or to vary, supplement, add, delete, modify or amend the terms and conditions herein, wholly or in part at its sole discretion, by way of posting on www.maybank.com.my, or in other methods which Maybank deems practical, by giving twenty one (21) days prior notice to Cardmembers on such addition, deletion or amendment of the terms and conditions or termination of the Campaign.

- 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;
 - 11.2 any direct, indirect, special or consequential loss, damage or injury in any manner whatsoever suffered by Eligible Cardmembers/ Winners (including but not limited to, loss of income, profits or goodwill) arising from or in connection with the Campaign and/or use of the Prize(s); and
 - 11.3 any default of its obligation under the Campaign due to any force majeure event which include 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.
- 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 as an entire agreement.