

## **Terms and Conditions – 2018 Maybank Win Lancel Campaign**

1. The Terms & Conditions shall govern the “2018 Maybank Win Lancel Campaign” (“Campaign”) commences on 15 November 2018 at 12:00AM MYT until 15 January 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 MarsterCard, 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. Qualifying Entries**

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

<b>Qualifying Entries</b>	<b>Spend Requirement</b>
1x Entry	• Every RM100 single transaction at Lancel outlet
10 Entries	• Every RM1000 transaction on EzyPay at Lancel outlet

3.2 Qualified Spend shall include 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 3.1. For the avoidance of doubt, EzyPay shall be treated as Qualified Spend based on the full transaction amount.

3.3 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.

3.4 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.

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

Total Winner	Prize
3X Grand Prize	Ninon Small
5X Consolation Prize	Charlie Zipped Wallet (A07673)

#### 5. Selection of Winners

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

##### 5.2 Grand Prize : 3X Ninon Small

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

##### 5.3 Consolation Prize : 5X Charlie Zipped Wallet

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

#### 6. Fulfillment of Prizes

6.1 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.

##### 6.2 Grand Prize : 3X Ninon Small

(a) A total of 3 units of Ninon Small Bags will be given away during the Campaign Period.

(b) The Ninon Small Bag is given as it is. Winners are not allowed to select colour or upgrade the Bag ("Grand Prizes").

(c) The Grand 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 Grand 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) Grand 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 Grand 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.

### 6.3 Consolation Prize : 5X Charlie Zipped Wallet

- (a) A total of 5 units of Charlie Zipped Wallet will be given away during the Campaign Period.
- (b) The Charlie Zipped Wallet is given as it is. Winners are not allowed to select colour or upgrade the Wallet (“Consolation Prizes”).
- (c) The Consolation 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 Consolation 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) Consolation 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 Consolation 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.

6.4 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](http://www.maybank2u.com.my) and/or American Express Malaysia website at [www.americanexpress.com.my](http://www.americanexpress.com.my) eight (8) weeks after the end of the Campaign Period.

6.5 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 April 2019** at the latest to request for an inquiry. No request for any inquiry shall be entertained after **30 April 2019**.

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.maybank2u.com.my](http://www.maybank2u.com.my) and/or [www.americanexpress.com.my](http://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](http://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](http://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.