

# Top Up Bundle Campaign ("Campaign") for Private Banking Account (PBA)

# **Terms & Conditions**

1. This Campaign is organised by Malayan Banking Berhad ("Maybank"). By participating in this Campaign, the Eligible Customers hereby expressly agree to be bound by these Terms & Conditions and the decisions made by Maybank. This Campaign commences from 1<sup>st</sup> February 2019 to 31<sup>st</sup> July 2019 ("Campaign Period").

#### 2. Eligibility

- 2.1 Only customers ("Account Holders"):
  - i. who hold new or existing **Private Banking Account (PBA)** ("Account") (which may consist of individuals or joint account holders);
  - ii. whose Account(s) have not been suspended or terminated by Maybank;
  - iii. who have not breached any agreement with Maybank; and
  - iv. who are not employees of Maybank

are eligible to participate in the Campaign (hereinafter referred to as "Eligible Customers").

# 3. Campaign Mechanics and Conditions

- 3.1 Campaign Prerequisite
  - a) The Incremental Average Daily Balance (ADB) must be a minimum of RM 20,000 up to a maximum of RM 1,000,000 for the each respective month in the Private Banking Account.
  - b) Must have a minimum Current Account Outstanding Balance of RM 20,000 for the each respective month end.

# 3.2 Campaign Rewards Categories

- I. Eligible Customers who fulfils the Campaign requirements of either one of the following categories shall be rewarded Bonus Interest:
  - The "Deposit Growth" category in point 3.3 shall earn bonus interest at the corresponding rate for the incremental average daily balance (ADB) in the account during the Campaign Period; or
  - b) The "Deposit Growth & Credit Card Spend" category in point 3.4 shall earn bonus interest at the corresponding rate for the incremental average daily balance (ADB) and credit card spend during the Campaign Period
- II. Incremental ADB in the Account refers to the difference in the ADB during the Campaign Period as compared to the ADB in the Account for the month of January 2019 ("Baseline").
- III. Definition of "Baseline" shall be termed as below:

NO	CUSTOMER TYPE	BASELINE (RM)
1	New Customers - New Private Banking Account(PBA)	Baseline shall be RM 0
2	Existing Customers - Existing Private Banking Account (PBA)	Baseline shall be Average Daily Balance (ADB) of January 2019.



IV. Definition of Average Daily Balance (ADB) shall be termed as below:

NO	CUSTOMER TYPE	DETAILS
1	New Customers	For Accounts opened during the Campaign Period, the ADB for the respective month in which the account was opened is determined by computing the sum of every day-end balance from the day opened to the last day of calendar month.
2	Existing Customers	For Accounts opened before the Campaign Period, the ADB in the Account for the respective month is determined by computing the sum of every dayend balance in the Account in that month divided by the number of days in that month.

# 3.3 "Deposit Growth" Category

# I. Requirements

- a) Customers must have an active Private Banking Account (PBA). Dormant accounts shall not be considered.
- b) Customers must have minimum Incremental ADB in the PBA of RM 20,000 up to a maximum of RM 1,000,000 for the respective month.

#### II. Bonus Interest Calculation

a) For the purpose of this Campaign, the Bonus Interest are applicable for the Eligible Customers with the incremental ADB during the Campaign Period as illustrated below:-

ADB Balance Band (RM)	<sup>1</sup> Board Rate(BR) (%) p.a.	<sup>2</sup> Bonus Interest(BI) (%) p.a.	<sup>3</sup> Total Rate (BR +BI)
RM20,000 to RM50,000	0.80%	0.20%	1.00%
Up to RM100,000	2.00%	0.20%	2.20%
Up to RM250,000	2.20%	0.20%	2.40%
Up to RM500,000	2.35%	0.35%	2.70%
Above RM500,000 to RM1.0 mil	2.55%	0.35%	2.90%

# Note:

b) Bonus Interest Calculation Formula shall be termed as below:

Incremental ADB x Bonus Interest Rate x No. of Participating Days / \*No of Days in a Year

\*Leap year = 366 years, Non-leap years = 365 days

c) Bonus Interest will be credited to the Account within 60 business days of the following month or on such other date as determined by Maybank. In the event that the Account is closed before the Bonus Interest is credited, no Bonus Interest shall be paid to the Eligible Customers.

<sup>&</sup>lt;sup>1</sup> Board Rate (BR) is calculated based on the account's Balance Outstanding.

<sup>&</sup>lt;sup>2</sup> Bonus interest (BI) for "Deposit Growth" category is calculated based on the incremental ADB during the Campaign Period.

<sup>&</sup>lt;sup>3</sup> The Total Rate is dependent on the interest earned respectfully from the Board Rate (BR) and the Bonus Interest (BI)

<sup>\*</sup> The Board Rate and / or Bonus Interest may be revised accordingly to reflect the changes of the Overnight Policy Rate (OPR) set by Bank Negara Malaysia.



# 3.4 "Deposit Growth & Credit Card Spend" Category

#### I. Requirements

- a) Customers must have an active Private Banking Account (PBA). Dormant accounts shall not be considered.
- b) Customers must have minimum Incremental ADB in the PBA of RM 20,000 up to a maximum of RM 1,000,000 for the respective month.
- c) The card products participating in this Campaign and the credit card spend are as per the product table below issued in Malaysia ("Participating Card Products"). The Participating Card Products are subject to change at the sole discretion of Maybank with twenty-one (21) days prior notice.

PARTICIPATING CARD PRODUCTS	CREDIT CARD SPEND (RM)
<ul> <li>American Express The Platinum Card®</li> <li>Maybank 2 Cards Premier Reserve American Express®</li> <li>All Maybank World Mastercard® Cards</li> <li>All Maybank Visa Infinite Cards</li> <li>Maybank 2 Cards Premier Visa Infinite</li> </ul>	<ul> <li>Cumulative credit cards spend of RM 12,000 and above on retail transactions per calendar month.</li> <li>Applicable only to retail transaction with posting date within the calendar month using the credit card where the account holder is the principal holder.</li> </ul>

- d) Eligible Customers must have a valid and active Participating Card Products and continue to be enrolled in the Campaign at the month end for the bonus interest computation. Cancelled Maybank Participating Card Products before the bonus interest computation shall not be considered.
- e) For the purpose of this Campaign, "retail transactions" means the purchase of any good or services (local and overseas) with the use of the Participating Card Products and may, at Maybank's discretion, include any Maybank Credit Card transactions as may be determined by Maybank except for transactions that include but are not limited to:
  - Balance Transfer
  - Auto Debit & Recurring Payments
  - Payment of utilities, direct marketing, insurance premium, government related payment or payments via Maybank2u.com
  - Cash Advance / Cash Withdrawal, quasi cash, casino transactions, payment to charity(ies), Goods & Services Tax and any other form of service / miscellaneous fees
  - Cash Treats and EzyCash
- f) The equivalent amount in MYR will be used if the spending is in a foreign currency. Maybank has the discretion to apply the relevant exchange rates to derive the MYR equivalent.
- g) For retail transactions made under any of Maybank's instalment payment plans Ezypay and Ezypay Plus (as determined by Maybank), only the monthly instalment amount be considered when determining the minimum spend amount and not the full transaction amount charged under the plan.
- h) Transactions using any other non-participating Maybank's Credit Card will not be eligible for any Bonus Interest under the Campaign.
- i) Maybank will use the date which the transaction is posted to the Eligible Customer's card account to calculate the minimum spend amount. Maybank reserves the right to reject or exclude any transaction at its absolute discretion.



#### II. Bonus Interest Calculation

a) For the purpose of this Campaign, the Bonus Interest are applicable for the Eligible Customers with the incremental ADB and cumulative credit cards spend of minimum RM 12,000 during the Campaign Period as illustrated below:

ADB Balance Band (RM)	<sup>1</sup> Board Rate(BR) (%) p.a.	<sup>2</sup> Bonus Interest(BI) (%) p.a.	<sup>3</sup> Total Rate (BR +BI)
RM20,000 to RM50,000	0.80%	0.40%	1.20%
Up to RM100,000	2.00%	0.40%	2.40%
Up to RM250,000	2.20%	0.40%	2.60%
Up to RM500,000	2.35%	0.70%	3.05%
Above RM500,000 to RM1.0 mil	2.55%	0.70%	3.25%

#### Note:

- <sup>1</sup> Board Rate (BR) is calculated based on the account's Balance Outstanding.
- <sup>2</sup> Bonus interest (BI) for "Deposit Growth & Credit Card Spend" category is calculated based on the incremental ADB during the Campaign Period.
- <sup>3</sup> The Total Rate is dependent on the interest earned respectfully from the Board Rate (BR) and the Bonus Interest (BI)
- \* The Board Rate and / or Bonus Interest may be revised accordingly to reflect the changes of the Overnight Policy Rate (OPR) set by Bank Negara Malaysia.
- b) Bonus Interest Calculation Formula shall be termed as below:

Incremental ADB x Bonus Interest Rate x No. of Participating Days / \*No of Days in a Year

\*Leap year = 366 years, Non-leap years = 365 days

- 6) Bonus Interest will be credited to the Account within 60 business days of the following month or on such other date as determined by Maybank. In the event that the Account is closed before the Bonus Interest is credited, no Bonus Interest shall be paid to the Account Holder.
- 3.5 The table below provides some illustrations on how the Bonus Interest may be earned:

DATE	PARTICULARS	BONUS INTEREST	
Scenario 1 - "Deposit Growth" Category			
Customer A is a new customer who opened a Private Banking Account (PBA) as at 1 March 2019. Customer A did not meet the cumulative credit cards spend of RM 12,000 criteria.			
1 March 2019	Customer A deposits RM 500,000 into his PBA.	• Customer meets the requirements for "Deposit Growth" Category only.	
20 March 2019	Customer A deposits RM 100,000 into his PBA.	• Average daily balance (ADB) for March 2019 = [(19 days x RM500,000) + (11 days x RM600,000)	
31 March 2019	Customer A deposits RM 200,000 into his PBA.	+ (1 day x RM 800,000) ÷ 31 days] = RM 545,161.29 • Baseline = RM 0 • Incremental ADB = RM 545,161.29- RM 0 = RM 545,161.29 • Bonus Interest for March 2019 = RM 545,161.29x 0.35%p.a x 31 ÷ 365 = RM162.05	

Scenario 2 - "Deposit Growth & Credit Card Spend" Category

Customer B is a new customer who opened a Private Banking Account (PBA) as at 10 April 2019. Customer B met the cumulative credit cards spend of RM 12,000 criteria.



10 April 2019	Customer B deposits RM 300,000 into his PBA.	• Customer meets the requirements for "Deposit Growth & Credit Card Spend" Category only.
15 April 2019	Customer B spend RM 20,000 on retail purchases at the shopping mall using his Maybank Visa Infinite Credit Card.	• Average daily balance (ADB) for April 2019 = [(10 days x RM300,000) + (10 days x RM800,000) + (1 day x RM 750,000) ÷ 21 days] = RM 559,523.81
20 April 2019	Customer B deposits RM 500,000 into his PBA.	<ul><li>Baseline = RM 0</li><li>Incremental ADB = RM 559,523.81- RM 0</li></ul>
30 April 2019	Customer B withdraws RM 50,000 from his PBA.	= RM 559,523.81  • Bonus Interest for April 2019 = RM 559,523.81 x 0.70%p.a x 21 ÷ 365 = RM225.34

#### Scenario 3 - "Deposit Growth & Credit Card Spend" Category

Customer C is an existing customer. He has RM 50,000 ADB and month end outstanding balance in Private Banking Account (PBA) for the month of January 2019. He also met the cumulative credit cards spend of RM 12,000 criteria.

1 June 2019	Customer C deposits RM 450,000 into his PBA.	• Customer meets the requirements for "Deposit Growth & Credit Card Spend" Category only.
22 June 2019	Customer C spends RM 10,000 on retail purchases at the shopping mall using his Maybank Visa Infinite Credit Card.	<ul> <li>Average daily balance (ADB) for June 2019</li> <li>= [(27 days x RM500,000) + (3 days x RM800,000)</li> <li>÷ 30 days]</li> <li>= RM 530,000</li> </ul>
25 June 2019	Customer C spends RM 5,000 on retail purchases at the mobile store using his Maybank Visa Infinite Credit Card.	<ul> <li>Baseline = RM 50,000</li> <li>Incremental ADB = RM 530,000 - RM 50,000</li> <li>= RM 480,000</li> <li>Bonus Interest for June 2019</li> </ul>
28 June 2019	Customer C deposits RM 300,000 into his PBA.	= RM 480,000 x 0.70%p.a x 30 ÷ 365 = <u>RM276.16</u>

## 4. Other Conditions

- 4.1 Treatment of Eligible Customers with Multiple Accounts of Same Product.
  - I. Bonus Interest will be paid to the Account with the highest monthly incremental ADB.
  - II. If there is a tie in the monthly incremental ADB amount amongst 2 or more accounts held by a single Eligible Customer, Bonus Interest will be rewarded to the latest Account opened.
- 4.2 Treatment of Eligible Customers with Conventional and Islamic accounts. [Private Banking Account (PBA) and Private Banking Account-i (PBA-i]
  - I. For both accounts to be eligible for "Deposit Growth" category, both accounts are required to achieve the respective Incremental ADB Growth each.
  - II. For both accounts to be entitled for "Deposit Growth & Credit Card Spend" category, both accounts are required to achieve the cumulative credit cards spend of minimum RM12,000 each. In this scenario, customers are required to achieve cumulative credit card spend of minimum RM24,000 per month during Campaign Period.
  - III. In the scenario if the cumulative credit cards spend met the requirement for only one (1) account (PBA/PBA-i), the account with the highest incremental ADB will be entitled for the "Deposit Growth & Credit Card Spend category. The account with the lower incremental ADB but met the minimum criteria (as per item 3.3) is only entitled for the "Deposit Growth" category.
- 4.3 After the Campaign Period, there shall not be Bonus Interest awarded to the Account and Prevailing Interest rates shall apply.



- 4.4 Eligible Customers may be eligible for the Bonus Interest in one of the calendar months, but may not be eligible for Bonus Interest in the following month due to non-fulfilment of any of the eligibility criteria for bonus interest.
- 4.5 For existing account(s) converted to Private Banking Account (PBA), the start date for the calculation of bonus interest rate will be the date of conversion.

#### 5. Complimentary Gifts

5.1 In addition to the "Deposit Growth" category or "Deposit Growth & Credit Card Spend" category above, the first 1,000 new customers will receive a complimentary gift as below:

A total of one thousand (1,000) units of complimentary gifts worth ^RM100 will be given away during the duration of the Campaign from 1<sup>st</sup> February 2019 to 31<sup>st</sup> July 2019.

WINNERS SELECTION PERIOD	COMPLIMENTARY GIFTS
February 2019	150 units of gifts for New Accounts opened for the respective month
March 2019	150 units of gifts for New Accounts opened for the respective month
April 2019	150 units of gifts for New Accounts opened for the respective month
May 2019	150 units of gifts for New Accounts opened for the respective month
June 2019	150 units of gifts for New Accounts opened for the respective month
July 2019	250 units of gifts for New Accounts opened for the respective month

<sup>^</sup>Price shown is an indicative price of the gift.

- 5.2 For new customers to be eligible for one(1) complimentary gift only under the Campaign, the following requirements must be met:
  - i. Open a New Private Banking Account (PBA) or Private Banking Account-i (PBA-i);
  - ii. The Incremental Average Daily Balance (ADB) must be a minimum of RM 20,000 for the respective month in the Private Banking Account; and
  - iii. Must have a minimum Current Account Outstanding Balance of RM 20,000 for the respective month end.
- 5.3 The complimentary gifts will be issued on a first-come, first-served basis, while stock lasts
- 5.4 The gift is not exchangeable for cash, credit or kind and is limited to one gift per Winner throughout the Campaign Period. Maybank has the right to replace the gift with an item(s) of equivalent value without prior notice.
- 5.5 Maybank is not the supplier of the gifts and makes no warranty or representation as to the quality, merchantability and/or the fitness for purpose of the gifts provided and shall not be responsible for any defect or any other loss or damage that may be suffered in connection with the gift. Any dispute over the gifts provided by the merchant should be resolved directly between Winners and the merchants.
- 5.6 For any joint account, only the successful primary account holder will be entitled to the gift.
- 5.7 Fulfilment of the gift will be executed within 60 business days of the following month from the Winners selection period or such date(s) as may be determined by Maybank in its sole discretion.



- 5.8 Arrangement of gift delivery to the Winners' assigned Client Advisors, Relationship Managers, Personal Financial Advisors or Maybank nationwide branches or Premier Centres/Lounges.
- 5.9 The image of the gift (if any) in any brochure, marketing or Campaign material relating to this Campaign is for illustrative purposes only.
- 5.10 Maybank, its related corporations, employees and/or independent contractors shall not be liable for any loss, injury, liabilities, expense or damage whatsoever or howsoever incurred or sustained by selected Winner and/or any other person by reason of, arising from or in connection with the Campaign and/or the usage of the gift and/or of any service, product or facility of any merchant or any transaction that are processed late, incorrectly or lost due to computer or other electronic breakdown or malfunction or for any other reason.

# 6. General Terms and Conditions

- 6.1 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 prior notice thereof, the notice of which shall be posted through Maybank2u website at www.maybank2u.com or through any other channel or channels that Maybank may deem as appropriate.
- 6.2 By participating in this Campaign, Eligible Customers agree to access to Maybank website at www.maybank.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 and to ensure that they are kept-up-to-date with any changes or variations made to the terms and conditions herein.
- 6.3 By participating in this Campaign, the Eligible Customers agree to be bound by the Terms and Conditions herein set forth including any amendment thereto.
- 6.4 In no event shall 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 this Campaign) 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.
- 6.5 Maybank shall not be responsible and / or liable nor shall it accept any form of liability in whatsoever nature and howsoever arising or suffered by Eligible Customers resulting directly or indirectly from the Eligible Customers' participation in this Campaign or otherwise. Furthermore, Maybank shall not be liable for any default of its obligation under this 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.
- 6.6 These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.