"Spend & Stand to Win up to RM 4,000 PETRONAS Gift Card Campaign"

Terms and Conditions

Campaign Period

"**Spend & Stand to Win up to RM 4,000 PETRONAS Giftcard Campaign**" ("Campaign") commences on 1 August 2018 until 31 October 2018 (both dates inclusive) unless notified otherwise ("Campaign Period").

Eligibility

1.1 The campaign is open to :

a) all new and existing Principal Cardmembers of Visa/ Mastercard®/ American Express® Credit Cards (collectively referred to as **"**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 had successfully registered for the Campaign via short messages service ("SMS") ("Eligible Cardmembers").

1.2 The following persons are **NOT** eligible to participate in the Campaign:

a. Cardmembers whose Maybank Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardmember Agreement;
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 Mabank Malaysia and Regional Cards Marketing Department.

1.3 For the 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 the Campaign are eligible to participate in the Campaign and stand to win the Monthly Bonus Prizes only (but not eligible to the Monthly Grand Prize).

SMS Registration

2.1 In order to earn Qualifying Entries, all Principal Cardmembers are required to register once via SMS using Maxis/ Celcom/ DiGi/ U Mobile ("Telco") number within the Campaign Period **("Registration")** as follows:
a) Type **PET18** <space> **12-digit NRIC Number** and send to **66628** (E.g. PET18 810121086011)

2.2 Principal Cardmembers with multiple Maybank Cards is required to only register ONCE within the Campaign Period to participate in the Campaign.

2.3 Principal Cardmember shall be responsible to pay the standard SMS charges levied by their respective telecommunication service providers ("Telco") for each Registration sent to the designated number "66628" under the Campaign.

2.4 Principal Cardmember is solely responsible to ensure that the details in the registration sent to 66628 are complete, accurate and within the Campaign Period; failing which, the registration SMS is deemed invalid or unsuccessful.

2.5 Cancellation and/or any changes made after the Registration has been successfully sent to 66628 will not be entertained.

2.6 Proof of SMS sent to 66628 by Principal Cardmember shall not be deemed as successful 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 deem as notification that the Principal Cardmember has been confirmed as the Winner.

2.7 Maybank reserves the right to disqualify any Registration sent to 66628 due to reason(s) including, but not limited to duplicate registrations, invalid NRIC/Passport Number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period without assigning any reasons whatsoever and shall not be liable for such disqualification.

2.8 Maybank is not responsible nor does Maybank has any control whatsoever on the SMS traffic, network failure and/or interruptions on the part of the respective Telco or Maybank's SMS service provider or for any other reason(s) whatsoever during the process of the Registration sent to 66628 or SMS confirmation sent from 66628 to Principal Cardmembers which may result in the delay of the Registration during the Campaign Period.

2.9 SMS service is provided and supported by the service provider appointed by Maybank, i.e. Macro Kiosk Berhad.

Qualifying Entries

3.1 To qualify for random selection as winners at the end of Campaign Period, Eligible Cardmembers need to meet the criteria below in order to earn qualifying entry and stand to win the Prizes as stated under Clause 3 (hereinafter referred to as 'Qualified Spend'):

Prize Category	Detail Prizes	Total no. of Winners	Qualifying Entry
First Prize	RM4,000 PETRONAS Gift Card	30 Winners	**PETRONAS Maybank Co-Brand Card** Every RM30 spend at PETRONAS will get 5 chances/entries **Maybank Credit Cards** Every RM30 spend at PETRONAS will get 2 chances/entries
Consolation Prize	RM50 PETRONAS Gift Card	500 Winners	

Note: Additional **10X** chances/entries for new Principal Maybank PETRONAS Visa Card/Maybank Islamic PETRONAS Ikhwan Visa Card-i approved during the Campaign Period on top of the respective spend qualifying entries.

3.2 Qualified Spend shall **ONLY** be purchases transacted at PETRONAS Service Stations locally using Maybank Card(s) during the Campaign Period based on local transaction time and subject to the above Qualifying Entry at clause 2.1 above.

3.3 Qualified Spend shall exclude retail and online purchases transacted locally and internationally, Auto PayBills, auto-reload for Maybank Touch n' Go Zing Card(s) and/or 0% EzyPay Instalment Plan ("EzyPay") performed via Maybank Card(s) during the Campaign.

3.4 Qualified Spend shall exclude monthly installment of EzyPay, EzyPay Plus, EzyCash, Cash Treats, Auto PayBills, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fees and charges imposed by Maybank.

3.5 Each Eligible Cardmember is entitled to win one Prize only.

3.6 Spend by Supplementary Cardmember will be included in the computation of the Principal Cardmember's qualified spend.

3.7 Split and/or repetitive transaction of five (5) times and above in a day from the same merchant(s) are disallowed and shall be disqualified.

Prizes

4.1 There will be thirty (30) Grand Prize Winners throughout the Campaign Period, whereby each Winner will be rewarded with PETRONAS Gift Card worth RM 4,000 each.

4.2 There will be five hundred (500) Consolation Prize Winners throughout the Campaign Period, whereby each Winner will be rewarded with PETRONAS Gift Card worth RM 50 each.

4.3 All costs, fees and/or expenses incurred or may be incurred by Eligible Cardmembers in relation to the Campaign and/or to claim the reward, which shall include but not limited to the costs for transportation, postage/courier, personal costs and/or any other costs, are the sole responsibility of the Eligible Cardmembers.

4.4 The PETRONAS Gift Card shall not be exchangeable for cash, credit or in kind, in part or in full.

4.5 Cardmembers are not allowed to transfer or sell his/her right of the PETRONAS Gift Card to any other person.

Selection of Winners

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

5.2 At the point of shortlisting, the conduct and spending on Maybank Credit Cards accounts of the Eligible Cardmembers will be reviewed.

5.3 All Maybank Card account(s) of the Eligible Cardmembers must not be delinquent, invalid and/or cancelled; otherwise the Eligible Cardmembers will be disqualified.

5.4 The shortlisted Eligible Cardmembers of the Grand Prize will be contacted by Maybank's representatives at the mobile phone numbers registered and/or recorded in Maybank's system at any time during office hours to answer three (3) questions.

5.5 The shortlisted Eligible Cardmembers will be deemed as Winner if he/she is able to answer the question correctly ("Winners").

5.6 If the shortlisted Eligible Cardmembers is not able to answer the question correctly, the next Eligible Cardmember in sequence will be shortlisted and contacted to answer the question.

5.7 In the event the shortlisted Eligible Cardmembers is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the shortlisted Eligible Cardmembers wish to withdraw from the Campaign upon being contacted by Maybank's representative, he/she will be disqualified from the Campaign.

5.8 The 500 winners of Consolation Prize which shortlisted by Maybank's randomizer programme is not required to answer the question from Bank.

Fulfillment of Prize

6.1 Winners will be notified either in writing or by phone or any other method of communications which Maybank deems appropriate and announcement of Winners will be made on Maybank website at www.maybank2u.com.my ("Maybank Website") within sixteen (16) weeks after the end of the Campaign Period.

6.2 Prize will be couriered to the Winners according to the mailing address registered and/or recorded in Maybank's system within four (4) weeks after the announcement of Winners.

6.3 If there is any dispute or non-receipt of the Prize(s), Winners are required to contact Maybank Group Customer Care at 1300 88 6688 latest by **28 February 2019**. No further complaints, correspondence and/or inquiries shall be entertained after **28 February 2019.**

General

7. SMS sent by Eligible Cardmembers to 66628 for registration purposes shall be deemed as consent given by the Eligible Cardmembers to participate in the Campaign. By participating in the Campaign, Eligible Cardmembers/Winners:

   a. Agree to be bound by the Terms and Conditions herein including any amendments thereto;
   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. No further appeal or further correspondence will be entertained;
   d. 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 unless indicated otherwise in writing;
   e. Agree to access Maybank Website at www.maybank2u.com.my to view the terms and conditions and are deemed to have agreed with any changes or variations of the Terms and Conditions herein and will seek clarification from Maybank should any of the Terms and Conditions are not fully understood;
   f. 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.

Maybank Privacy Notice

8.1 By participating in this Campaign, Eligible Cardmembers 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 Maybank Website ("Maybank's Privacy Notice.").

8.2 In addition and without prejudice to the terms in Maybank's Privacy Notice, Eligible Cardmembers 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 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.

Maybank reserves the right to:

9.1 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;

9.2 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;

9.3 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 Maybank Website www.maybank2u.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 and thereupon such amended details shall be deemed to become effective and shall be read and construed as if such amended details have been incorporated into and had formed part of the Terms and Conditions. For the avoidance of doubt, the exercise of the rights of Maybank herein shall not entitle Eligible Cardmembers or any other persons to any claim or compensation against Maybank for any losses or damages suffered or incurred as a direct or indirect result of such exercise of rights.

9.4 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:

a. Any failure or delay in transmission of sales transactions by merchant establishments which may result in the Cardmember not being able to participate for this Campaign;
b. Any direct, indirect, special or consequential loss, damage or injury in any manner whatsoever suffered by Eligible Cardmembers (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
c. 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.

10.1 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.

11.1 In addition to the terms stipulated above, Principal Cardmembers agree that the general terms and conditions in the Cardmembers' Agreement shall be read together with the Terms and Conditions as an entire agreement.

12.1 The Terms and Conditions shall prevail over any provisions or representatives contained in any campaign materials (including without limitation printed posters or leaflets) advertising this Campaign.