

Maybank Amex Usage & Contactless Campaign Terms & Conditions

Terms & Conditions

Maybank Amex Usage & Contactless Campaign (“Campaign”) is organised by Malayan Banking Berhad (196001000142 (3813-K)) (referred to as “Maybank”) and is subject to these Terms and Conditions. By participating in this Campaign, Eligible Customers (as defined below) hereby expressly agree to be bound by these Terms & Conditions and the decisions made by Maybank.

Campaign Period

1. Maybank Amex Usage & Contactless Campaign will commence from 1 August 2021 until 31 December 2021 (both dates inclusive) (‘Campaign Period’).
2. This Campaign comprises of two promotions which is the Maybank Amex Usage Campaign promotion & Maybank Amex Contactless Campaign promotion.

Eligibility

1. Subject to these Terms & Conditions, the Campaign is only open to all new and existing principal and supplementary cardmembers of Maybank 2 Cards Amex Gold Credit Card, Maybank 2 Cards Amex Platinum Credit Card, Maybank Amex Gold Credit Card and Maybank Amex Islamic Credit Card (collectively referred to as “Maybank Cards”) issued by Maybank who have successfully registered for the Campaign via short messages service (“SMS”) during the Campaign Period (“Eligible Customer”).
2. To be eligible for this Campaign, an Eligible Customer must have the Maybank 2 Cards Amex Gold Credit Card, Maybank 2 Cards Amex Platinum Credit Card, Maybank Amex Gold Credit Card or Maybank Amex Islamic Credit Card. An Eligible Customer must also be a Malaysian or a non-Malaysian who is currently residing in Malaysia and who has the Maybank 2 Cards Amex Gold Credit Card, Maybank 2 Cards Amex Platinum Credit Card, Maybank Amex Gold Credit Card or Maybank Amex Islamic Credit Card.
3. Any person who has committed or is suspected of committing any misconduct, fraudulent or wrongful acts in relation to their account(s), any facility, and/or any services granted by Maybank and/or Maybank Islamic Berhad (200701029411(787435-M)) is not eligible to participate in this Campaign.
4. Notwithstanding the above, Maybank has the discretion at any time to determine the eligibility of any Eligible Customer and shall not be obliged to give any reason(s) whatsoever. The decision(s) made by Maybank shall be final, binding and conclusive.

SMS Registration

1. In order to be eligible to participate in this Campaign, all Principal Maybank Card Cardmembers (“Principal Cardmembers”) are required to register once via SMS using either a Maxis, Digi, Celcom, Umobile, Yes, One XOX, Tunetalk, Unifi or any other relevant telecommunication provider (can either be post-paid or prepaid) (“Telco”) mobile number within the Campaign Period (“Registration”) as follows:
SMS: Cashback<space>last 6-digit NRIC /Passport No. to 66628 (E.g. Cashback 086111)
Note: register using the last 6-digit NRIC Number/Passport Number only.

2. Principal Cardmembers are only required to register ONCE within the Campaign Period to participate in the Campaign.
3. The Principal Cardmember shall be responsible to pay the standard SMS charges levied by their respective Telco service providers for each Registration sent to the designated number “66628” under the Campaign.
4. The Principal Cardmember is solely responsible to ensure that the details in the Registration SMS sent to “66628” are complete, accurate and sent within the Campaign Period, failing which, the Registration is deemed invalid or unsuccessful and the Principal Cardmember will not be eligible to participate in this Campaign.
5. Any subsequent cancellation and/or any changes made to the details of the Principal Cardmember after the Registration which has been successfully sent to “66628” will not be entertained.
6. Proof of the SMS sent to “66628” by the 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 (as defined below).
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 for any reason(s) and Maybank shall not be liable for such disqualification.
8. Maybank is not responsible 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 service provider or for any other reason(s) whatsoever during the process of the Registration sent to “66628” or the SMS confirmation sent from “66628” to the Principal Cardmembers which may result in the delay of the Registration during the Campaign Period.
9. The SMS service is provided and supported by the service providers appointed by Maybank.

Promotion Mechanics

1. Usage Campaign
 - a. Eligible Customers must spend a minimum of RM1000 retail spend per month with his/her Maybank 2 Cards Amex Gold Credit Card, Maybank 2 Cards Amex Platinum Credit Card, Maybank Amex Gold Credit Card or Maybank Amex Islamic Credit Card during **weekdays** (Monday to Friday).
 - b. The Qualifying Spend made during the Campaign Period must be captured by the credit card system maintained by Maybank in order to be eligible for participation in the Campaign.
 - c. The determination on whether the Cash Back is awarded for the Qualifying Spend shall be based on the date the charges are processed by Maybank and debited from the Cardmember’s card account and not the date the Qualifying Spend transaction was made by the Cardmember.
 - d. Maybank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by merchant establishments or any other party within Malaysia.

- e. Eligible Customers will be awarded with a maximum amount of RM50 Cash Back per month for a minimum spend of RM1000 per month for all transactions made with the Maybank 2 Cards Amex Gold Credit Card, Maybank 2 Cards Amex Platinum Credit Card, Maybank Amex Gold Credit Card or Maybank Amex Islamic Credit Card during the weekdays only.
- f. The Cash Back will be capped at a pool of RM50,000 throughout the Campaign Period (1 August 2021 until 31 December 2021) and this is based on a first come first served basis.
- g. Eligible Customers will need to register via SMS to enjoy the RM50 Cash Back per month. Kindly refer to **"SMS Registration"** above.
- h. For each month, there will be a cap of a total pool of RM10,000 Cash Back.

| Campaign Period | Total Pool of Cash Back |
|------------------------|-------------------------|
| 1 Aug to 31 Aug 2021 | RM10,000 per month |
| 1 Sept to 30 Sept 2021 | RM10,000 per month |
| 1 Oct to 31 Oct 2021 | RM10,000 per month |
| 1 Nov to 30 Nov 2021 | RM10,000 per month |
| 1 Dec to 31 Dec 2021 | RM10,000 per month |

- i. For the avoidance of doubt, any Eligible Transaction(s) made by a supplementary cardholder will be consolidated under the Principal Cardmember's Card account.

2. Contactless Campaign

- a. Eligible Customers must perform a contactless transaction with a minimum of RM10 within a single transaction at any retails to enjoy RM 1 Cash Back (capped at 10 contactless transactions per customer) with his/her Maybank 2 Cards Amex Gold Credit Card, Maybank 2 Cards Amex Platinum Credit Card, Maybank Amex Gold Credit Card or Maybank Amex Islamic Credit Card via **contactless payments**. Contactless payments refer to the card **being waved** (no insertion and keying in the PIN number) at the contactless reader screen/terminal screen for a transaction amount of RM250.00 and below in a single receipt.
- b. Any contactless payment above RM250.00 that requires the Cardmember to key in their PIN number will be excluded from the eligibility of this Campaign.
- c. The qualifying transactions include any **face to face transaction at a cashier counter** (online transaction(s) are excluded) successfully transacted using a Maybank 2 Cards Amex Gold Credit Card, Maybank 2 Cards Amex Platinum Credit Card, Maybank Amex Gold Credit Card or Maybank Amex Islamic Credit Card during the Campaign Period at any merchant who accepts Amex contactless cards. Any qualifying transaction that is reversed or cancelled shall be excluded from eligibility in this Campaign.
- d. Maybank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by merchant establishments or any other party within Malaysia.

- e. Eligible Customers will be awarded with a maximum amount of RM10 Cash Back per month for all successful contactless payments with a minimum contactless transaction of RM10 in a single receipt made with the Maybank 2 Cards Amex Gold Credit Card, Maybank 2 Cards Amex Platinum Credit Card, Maybank Amex Gold Credit Card or Maybank Amex Islamic Credit Card.
- f. The Cash Back will be capped at a pool of RM50,000 throughout the Campaign period (1 August 2021 until 31 December 2021) and this is based on a first come first served basis.
- g. The Eligible Customer will need to register via SMS to enjoy the RM10 Cash Back per month. Kindly refer to **"SMS Registration"** above.
- h. For each month, there will be a cap of a total pool of RM10,000 Cash Back.

| Campaign Period | Total Pool of Cash Back |
|------------------------|-------------------------|
| 1 Aug to 31 Aug 2021 | RM10,000 per month |
| 1 Sept to 30 Sept 2021 | RM10,000 per month |
| 1 Oct to 31 Oct 2021 | RM10,000 per month |
| 1 Nov to 30 Nov 2021 | RM10,000 per month |
| 1 Dec to 31 Dec 2021 | RM10,000 per month |

Fulfilment of Cash Back

1. Cash Back fulfilment will be carried out within eight (8) weeks from the end of each month. Crediting of Cash Back into the Principal Cardmember's account will take place at the end of the billing cycle whereby the Principal Cardmember will see it in his or her respective billing statement.
Example: For the month of August, The Principal Cardmember should expect the fulfilment to be done 8 weeks from 31 August 2021 which is by 31 October 2021.
2. The Principal Cardmember will be notified of the Cash Back either in writing or SMS or any other method of communications which Maybank deems appropriate.
3. Maybank reserves the right to disqualify an Eligible Customer from participating in the Campaign and/or receiving the Cash Backs, due to the following:
 - a. Where the minimum payment or any amounts due and payable under any of the Eligible Customer's Maybank Credit Card account(s) are not settled on or before its due date;
 - b. If the Eligible Customer's Maybank 2 Cards Amex Gold or Platinum Credit Card account is cancelled, closed, or terminated for any reason(s) whatsoever, either voluntarily or involuntarily on or before the fulfilment of Cash Back.
 - c. If the Eligible Customer has committed or is suspected of committing any misconduct, fraudulent or wrongful acts.

Retail Spend

1. "Retail Spend" means the purchase of any goods or services (local or international) with the use of the Maybank Cards and may include, at Maybank's discretion, any card transaction as may be determined by Maybank except for the following transactions:

- a. Installments paid under Maybank's Flexi Payment Plan, Easy Payment Plan transactions registered and commenced before the Campaign Period, Credit Shield Plus, Dial for Cash, Balance Transfer, Balance Transfer via Installment Plan, eWallet and Cash Advance. Easy Payment Plan transaction is not categorised as "Retail Spend" transaction;
- b. Any disputed, cancelled, refunded, unauthorized or fraudulent purchase transactions;
- c. Payment of annual Maybank Credit Card membership fees;
- d. Interest/management Charge payments, late payment fees, charges for cash withdrawals, any taxes imposed by law and any other form of service/miscellaneous fees; and
- e. Transactions made by the Eligible Customer with any merchant associated with or controlled by them (whether as employee, employer, shareholder or director) i.e. transactions by Eligible Customer with any corporation or business entity in which he/she is an employee or employer or works with or has shares or interest in or is a director of.

General Term & Condition

1. Maybank shall not be responsible or held liable in respect of technical failures of any kind whatsoever, intervention, interruptions, and/or electronic or human errors in the administration and/or processing of the transaction performed via the MAE app, M2U app, Maybank2u Biz, Maybank2u, or Maybank2e provided the same is not caused by Maybank.
2. 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.my or through any other channel or channels determined by Maybank. It shall be the responsibility of the Eligible Customers to be informed of or otherwise seek out any such notice validly posted.
3. By participating in this Campaign, Eligible Customers agree to access to Maybank2u website at www.maybank2u.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.
4. By participating in this Campaign, the Eligible Customers agree to be bound by the Terms and Conditions herein and 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").

In addition and without prejudice to the terms in the Maybank's Privacy Notice, Eligible Customers 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 Maybank, 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. 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, Eligible Customers agree to co-operate and participate in all advertising and publicity activities of Maybank in relation to the Campaign.

5. Maybank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for purposes of this Campaign) shall not 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 unless caused by the any gross negligence or omission by Maybank.
6. Maybank shall not be responsible and / or liable for any losses 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.
7. Maybank may disqualify/reject any Eligible Customer 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 which includes fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.
8. These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

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, Eligible Customers may choose to e-mail Maybank via the feedback form at Maybank2u website www.maybank2u.com.my.