1. Terms & Conditions

Maybank "Spend & Win a Luxury Watches" campaign ("Campaign") by Malayan Banking Berhad (Company No. 196001000142) and Maybank Islamic Berhad (Company No. 200701029411) (both are collectively referred to as "Maybank") starts from 15th Dec 2021 to 14th April 2022 (both dates inclusive) ("Campaign Period").

2. This Campaign is open to all eligible cards mentioned below :-

- A) This Campaign is open to all eligible cards mentioned below:
 - i. American Express Platinum Charge Card,
 - ii. Gold Charge and Green Charge card
 - iii. American Express Singapore Airlines Krisflyer Gold Credit Card
 - iv. M2C Premier cards
 - v. All Maybank & Maybank Islamic Visa Infinite Cards
 - vi. All Maybank & Maybank Islamic World Mastercard
 - vii. Visa Signature Card (not inclusive of Visa Signature Barcelona card) and
 - viii. American Express® Platinum Credit Card
- B) The Campaign is opened to all new and existing Principal Cardmembers of Maybank Mastercard, Visa or American Express Card [except for Maybank Debit Card(s) and Maybank Prepaid Card(s) ("Maybank Cards") issued by Maybank who has successfully registered for the Campaign via Short Messages Service ("SMS") ("Eligible Cardmembers").

Supplementary card spend will be accumulated and consolidated to the Principal card spend. Spend can be accumulated on all the eligible cards of cardmembers who owned multiple Maybank Credit cards).

- C) The following are NOT eligible to participate in this Campaign:
 - a. Corporate cards.
 - b. Employees of Maybank Cards and their respective immediate family members;
 - c. Employees of Maybank's business partners including advertising and promotion agencies and any other persons involved in organizing, promoting and/or conducting the Campaign;
 - d. Principal cardmembers whose account(s) are terminated within the Campaign Period,
 - e. Principal and Supplementary cardmembers who owned multiple cards (including the eligible card(s)) and if any of the card(s) is/are not in good credit standing or in default as may be determined by Maybank.
 - f. Persons who are or become have become insane, deceased, insolvent or have legal proceedings of any nature instituted against them prior to the end of the Campaign Period ;
 - g. Any other persons as Maybank may decide to exclude with valid reason(s) at its discretion without notice and without furnishing any reason(s).
 - h. Cardmembers with void transactions as stipulated below shall be disqualified from the Campaign, void transactions at the same merchant's location on the same day.

3. Qualification Mechanics to win:-

a. Registration for the Campaign is done on a one-time basis by using any of the registered telecommunication companies' ("Telco") services and must be made by the Principal Cardmember within the Campaign Period as below:

- For Malaysian Principal Cardmembers, SMS LUXTIME < space > last 6-digit NRIC Number without spacing and send to 66628 (E.g. LUXTIME 106658); or
- For non-Malaysian Principal Cardmembers, SMS LUXTIME <space>last 6-digit Passport Number without spacing and send to 66628 (E.g. LUXWTIME 123456)
- b. Eligible Cardmembers must register their participation for the Campaign using the mobile phone number that was registered with Maybank and multiple registration using the same phone number will not be accepted. In the event the information that been provided by the cardmember does not match with Maybank database, Maybank reserves the right to reject the registration.
- c. Principal Cardmembers with multiple Maybank Cards are only required to register once within the Campaign Period to be eligible to participate in the Campaign.
- d. Eligible 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.
- e. Eligible Cardmembers are solely responsible to ensure that the details stated in the registration SMS sent to 66628 are complete, accurate and sent within the Campaign Period; failing which, the registration SMS will be deemed invalid or unsuccessful.
- f. Cancellation of registration and/or change of any details in the registration SMS will not be accepted nor will it be entertained after the registration SMS has been successfully sent to 66628.
- g. Proof of an SMS sent to 66628 by the Eligible Cardmembers shall not be considered as successful SMS registration unless the Eligible Cardmember receives a confirmation SMS from 66628; such confirmation SMS will be sent to the same mobile phone number used for registration subject to the SMS traffic on 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 Eligible Cardmember has been confirmed as a Winner of any Prize whatsoever.
- h. Maybank reserves the right to disqualify any registration SMS sent to 66628 due to reason(s) including, but not limited to duplicate registration, invalid last 6 digit NRIC/passport number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period without the obligation to state the reason and shall not be liable for such disqualification.
- i. Maybank is not responsible for nor does Maybank have any control 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 Eligible Cardmembers which may result in the delay of the SMS registration during the Campaign Period.
- j. SMS service is provided and supported by the service provider appointed by Maybank, i.e. Macro Kiosk Berhad.
 - i. Non-qualifying transactions refers to Balance Transfers, existing EzyPay Plans; Outstanding Balance(s), Cash Advance, Finance Charges, Late Payment charges, Annual Fees, Void Transactions, Ezypay Plus, Quasi cash and reversal.

- k. 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:

 agree to be bound by the Terms and Conditions;
 - a) agree to be bound by the Terms and Conditions;
 - b) agree that all records of transactions captured by Maybank's system within the Campaign Period based on the local date and time shall be accurate, conclusive and final;
 - 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 from the Campaign.
 - e) consent for Maybank to disclose their particulars to third party service provider(s)/ authorized supplier(s) including vendors, suppliers, advertising and promotion agencies engaged by Maybank for the 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 to view the Terms and Conditions and are deemed to have agreed to it and with any changes or variations to the Terms and Conditions and seek clarification from Maybank should any of the Terms and Conditions be not fully understood; shall not be entitled to claim for and waive any rights to any compensation against Maybank nor any of its officers.

4. Qualifying Entries

- a. Upon successful SMS registration, Eligible Cardmembers will need to meet the spending requirement ("Qualified Spend") in order to earn Qualifying Entries and stand to win Prizes the manner as illustrated in item 5.
- b. Qualified Spend shall include retail and online purchases transacted locally and internationally, 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 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.

5. Prizes

Details of the Prizes and minimum eligibility criteria to participate in this Campaign are:

Prizes	Minimum Eligibility Criteria			
PRIZES: <u>31 units</u> Win a luxury watch from an array of exquisite branded Timepieces.	 Minimum spend as set below within the Campaign Period to participate in this Campaign. ▷ Spend a minimum of RM100,000 to be eligible to win any of the <u>31 timepieces</u> watches in 4 months. 			

BRANDS	Model	mm	UNITS	RRP
Rolex (M126334-0026)	Datejust41	41	1	38,600
Panerai (PAM01393)	Luminor	42	5	31,400
Breitling (AB01343A1L1A1)	Chronomat	42	5	33,300
IWC (IW377714)	Pilot	43	5	24,700

Omega (022010412110001)	Seamaster	41	5	23,600
Tudor (M79230N-0008)	BlackBay	41	10	13,580
Total			31	

6. Fulfillment of Prizes

- a) 31 winners will be selected via a randomizer programme if they meet the minimum spend as described at clause 2 above on the eligible cards.
- b) The selected Eligible Cardmembers will be contacted by Maybank or its appointed representatives (at the latest telephone numbers furnished to Maybank as shown in Maybank's record) at any time during office hours.
- c) In the event Maybank or its appointed representative is unable to contact the selected eligible Cardmember after (3) attempts and/or the selected Cardmember does not wish to participate in the Campaign upon being contacted by Maybank or its appointed representatives, the selected Cardmember will be deemed to be disqualified from the Campaign.
- d) Maybank reserves the right to cancel any qualifying retail transactions earned on the credit card accounts :-
 - \checkmark where payment has been due for thirty (30) days or more and/or;
 - \checkmark where the account(s) is suspended to have been operated fraudulently and/or;
 - where any account(s) has otherwise been closed by Maybank.
- e) Each Cardmember is allowed to win only one prize throughout the Campaign Period.
- f) The prizes are not transferable and exchangeable for cash or credit of any kind, whether in part or in full.
- g) The Prizes will be delivered either by hand or post (whichever is more practicable) within 6-8 weeks after the Campaign Period ends.
- h) All winners are required to attend the prize presentation ceremony and/or other publicity programs as and when required at their own cost and expense at the time and venue stipulated by Maybank for the purpose of collecting their prizes (if any/applicable).
- i) At the time of awarding 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.
- j) Confirmation letter/email will be sent to the selected winners within 6-8 weeks after the campaign ended and the winners list will be published in Maybank2U website.

7. General Terms and Conditions

- a) 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.
- b) 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) calendar 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 Cardmembers to be informed of or otherwise seek out any such notice validly posted.

- c) By participating in this Campaign, Eligible Cardmembers agree to access the 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.
- d) By participating in this Campaign, Eligible Cardmembers 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 Group Personal Data Privacy Statement, which may be viewed on www.maybank2u.com.my ("Maybank Group Personal Data Privacy Statement").

In addition and without prejudice to the terms in the Maybank Group Personal Data Privacy Statement, Eligible Cardmembers agree and consent to his/her personal data or information being collected, processed and used by Maybank for:

- the purposes of the Campaign; and
- marketing and promotional activities conducted by 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 Cardmembers agree to co-operate and participate in all advertising and publicity activities of Maybank in relation to the Campaign.
- e) Maybank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for the purposes of this Campaign) shall not be liable to Eligible Cardmembers 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.
- f) Maybank shall not be responsible and/or liable for any losses suffered by Eligible Cardmembers resulting directly or indirectly from the Eligible Cardmembers' 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 events which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any events beyond the reasonable control of Maybank.
- g) Maybank may disqualify/reject any Eligible Cardmembers 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.
- h) These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- i) 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 Cardmembers may choose to e-mail Maybank via the feedback form at Maybank2u website www.maybank2u.com.my.