# <u>Terms & Conditions: Maybank/Maybank Islamic - Spend and Drive Home a Mercedes Benz,</u> Monthly Cash Back & More with Maybank Cards

The "Maybank – Spend and Drive Home a Mercedes Benz, Monthly Cash Back & More with Maybank Cards" ("Campaign") is organized by Malayan Banking Berhad (Registration. No. 196001000142) and Maybank Islamic Berhad (Registration No. 200701029411), both collectively referred to as "Maybank" throughout the Terms and Conditions herein. By participating in this Campaign, Eligible Cardmembers (as defined in Clause 2.1 & 2.2 below) hereby expressly agree to be bound by these Terms and Conditions and the decisions made by Maybank shall be final and binding.

#### 1. CAMPAIGN PERIOD

The Campaign will commences from **27 October 2022 at 12:00 AM MYT and will expire on 31 Jan 2023 at 11:59 PM MYT**, both dates inclusive, unless notified otherwise ("Campaign Period").

#### 2. ELIGIBILITY

- 2.1 The Campaign is open to all new and existing Principal Cardmembers of Maybank and/or Maybank Islamic Visa, Mastercard or American Express Card [excluding Maybank Debit Card(s) and/or Maybank Prepaid Card(s)] ("Maybank Cards") issued by Maybank ("Cardmembers") who has successfully registered for the Campaign via Short Messages Service ("SMS") ("Eligible Cardmembers").
- 2.2 The following persons are **NOT eligible** to participate in the Campaign:
  - a) Cardmembers whose Maybank Card account(s) status is delinquent, suspended, cancelled or in breach of any Terms and Conditions of Maybank Card Agreement during the Campaign Period;
  - b) Cardmembers who are in default of any facility granted by Maybank at any time;
  - c) Cardholders of Maybank Commercial/ Corporate Cards;
  - d) Cardholders of Maybank Debit Card(s) and/or Maybank Prepaid Cards; and
  - e) Permanent and/or contract employees of the Cards Marketing Department of Maybank Malaysia and Regional Cards Marketing Department of Maybank.
- 2.3 For avoidance of doubt, permanent and contractual employees of Maybank (other than from Cards Marketing Department of Maybank and Regional Cards Marketing Department of Maybank) and/or vendors, suppliers, advertising and promotion agencies for the Campaign are eligible to participate in the Campaign and are in the standing to win the Special Prize and Cash Back.

#### 3 SMS Registration

- 3.1 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:
  - (a) For Malaysian Principal Cardmembers, Type SPEND<space>last 6-digit of NRIC Number without spacing and send to 66628 (E.g. SPEND 106658); or For non-Malaysian Principal Cardmembers, type SPEND<space>last 6-digit Passport Number without spacing and send to 66628 (E.g. SPEND 123456)

- 3.2 Eligible Cardmembers must register their participation for the Campaign using the mobile phone number that is registered with Maybank. Multiple registrations using the same mobile phone number are not accepted. In the event the information provided by the Eligible Cardmembers during the registration process does not match with Maybank database, Maybank reserves the right to reject the said registration.
- 3.3 To be eligible to participate in the Campaign, the Eligible Cardmembers with multiple Maybank Visa, MasterCard & Amex Cards are only required to register once within the Campaign Period.
- 3.4 Eligible Cardmembers shall be responsible to pay the standard SMS charges levied by their respective Telco for each registration by SMS sent to the designated number "66628" under the Campaign.
- 3.5 The Eligible Cardmembers are 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 by SMS will be considered invalid and/or unsuccessful.
- 3.6 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 by SMS has been successfully sent to 66628.
- 3.7 Proof of an SMS sent to 66628 by the Eligible Cardmember 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 and never be deemed as notification that the Eligible Cardmember has been confirmed as a Winner of any Prize(s).
- 3.8 Maybank reserves the right to disqualify any registration by SMS sent to 66628 due to any reason(s) including, but not limited, to duplicate registration(s), invalid last 6-digit of NRIC (for Malaysian Eligible cardmembers) or Passport Number (for non-Malaysian Eligible Cardmembers), incorrect SMS format, incorrect SMS format, unsuccesfull or delayed transmission of SMS during the Campaign Period.
- 3.9 Maybank is not responsible, and Maybank has no control, for/over 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 by 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.
- 3.10 SMS service is provided and supported by the service provider appointed by Maybank.

#### 4 Campaign Mechanics and Conditions

#### The details of campaign mechanics as follows:

Campaign 1:	a) Tier 1: Get RM50 Cash Back for every new EzyPay Instalment plan
Spend & Get Monthly Cash back	b) Tier 2: Get RM100 for overseas transaction with RM2,000 minimum monthly accumulated spend

	<ul> <li>c) Tier 3: Get RM100 for local transaction with RM3,000 minimum monthly accumulated spend.</li> <li>Note: Customer can get up to cumulatively RM750 Cash Back when perform all these transactions and satisfy the Spend Criteria (as set out in clause 4.1 below) over the Campaign Period (as set out in clause 4.0.2 below).</li> </ul>
Campaign 2: Spend to earn entries and win prize(s).	For the Grand Prize, First Prize & Special Prizes: Spend a minimum of RM50 in a single transaction to earn qualifying entries (as set out in clause 3.2.1 as set out in clause 4.2.1 below) & stand a chance to win prize(s) as listed in Clause 5.

4.0.1 Upon successful SMS registration, Eligible Cardmembers will need to meet the spending requirement(s) to earn cash back or "Qualifying Entries" and stand a chance to win prize(s) (as set out in clause 5 below) in the manner as set out and illustrated below.

# **Campaign Period**

4.0.2 Duration of campaign for Campaign 1: Spend & Get Monthly Cash Back:

	Spending Duration
Month 1	27 October 2022 – 30 November 2022
Month 2	1 December 2022 – 31 December 2022
Month 3	1 January 2023 – 31 January 2023

4.0.3 Duration of campaign for Campaign 2: Spend to earn entries and win prizes:

	Spending Duration
Spend & get "Qualifying Entries"	27 Oct 2022 – 31 Jan 2023

4.1 Spend Criteria for Campaign 1: Spend & Get Monthly Cash Back

Spend Criteria	Cash Back	Capping per month	Total Cap	Total winner
New EzyPay sign up*	RM50 per month per customer	RM25,000 per month or first 500 customers	RM75,000	1,500
Min. RM3,000 spend on Local transactions - all categories including e- commerce	RM100 per month per customer	RM50,000 per month or first 500 customers	RM150,000	1,500
Min. RM2,000 spend on all	RM100 per month per	RM50,000 per month or first	RM150,000	1,500

foreign	customer	500 customers	
transactions –			
all categories			
including e-			
commerce			

#### Note:

- a. Reward is allocated on First Come First Served basis according to the stated monthly allocation limit.
- b. Each eligible customer can enjoy up to RM750 Cash Back by meeting all the Spend Requirements for three months during campaign period, where he/she can get up to RM250 Cash Back each month.

# 4.2 Qualifying Entries for Campaign 2: Spend to earn Qualifying Entries and win prize(s):

4.2.1 Qualifying spend to earn entries for Grand Prize, First Prize & Special Prize:

Entries for Grand, First and Special Prizes	Spend Requirements				
1X Entry	For every RM50 spend				
Additional 5X Entries	For every RM50 spend from the following categories:  ✓ Dining (F&B)  ✓ Travel  ✓ Departmental Store  ✓ Petrol  ✓ E-Commerce  ✓ Jewellery¹  ✓ Overseas transactions  ✓ Contactless transactions				
Additional 10x Entries	For each RM500 EzyPay/-i² transaction				
Additional 10X Entries	For every New Principal Maybank Card(s) approved				
Additional DOUBLE UP Entries	Get double entries for all spends at Treats Fair at Mid Valley Exhibition Centre KL from 27 to 30 October 2022				

#### Notes:

## 4.2.2 Scenario of spending to earn Qualifying Entries:-

## - Scenario 1

Transaction	RM		Earn entries				Double	
		1x	5x	5x Entries -	10x	Total Double Entries		
		Entry Entries contactless Entries				Entries	Entries	
KPJ Hospital	899.00	17	1		•	17	n/a	
Starbucks	59.00	1	5		-	6	n/a	

<sup>&</sup>lt;sup>1</sup> Applicable to selected jewellery stores only such as HABIB, Wah Chan, Tomei, Poh Kong, SK Jewellery, Tiffany & Co, Malabar Golf & Diamond, Joyalukkas Jewellery, SMS Deen Jewellers.

<sup>&</sup>lt;sup>2</sup>Excludes the list of EzyPay transactions as per clause 4.2.5 in campaign Terms and Conditions.

Petronas	159.00	3	15	15	-	33	n/a
Station @							
Contactless							
Lazada	199.00	3	15			18	n/a
HABIB @	6,999.00	139	695	-	-	834	1,668
Treats Fair							
Mid Valley							
TnGo e-	50.00	1	-	-	1	1	n/a
Wallet top-							
up							
Parkson @	140.00	2	10	-	1	12	n/a
Pavilion							
KFC @	129.00	2	10	10	1	22	44
Contactless							
@ Treats Fair							
Mid Valley							
Senheng –	6,599.00	131	-	-	1,310	1,441	n/a
EzyPay							
transaction							
Cuir Butique	159.00	3	-	1	-	3	6
@ Mid Valley							
Bicester	2,588.00	51	255	1	-	306	n/a
Village, UK							
Total	17,980.00	353	1,005	25	1,310		
<b>Total entries</b>							3,552

#### 4.2.3 For avoidance of doubt:

- a) "New-to-Bank" Principal Cardmembers refers to:
  - Those who have never previously become a Principal Maybank/Maybank Islamic Visa, Mastercard or American Express® Cardmember or
  - Principal Cardmembers whose Maybank/Maybank Islamic Visa, Mastercard or American Express Card has been cancelled for more than six (6) weeks prior to the commencement of the Campaign.
- 4.2.4 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/-i Instalment Plan ("EzyPay/-i") performed via Maybank Card(s) during the Campaign Period based on local transaction time and Qualifying Entries shall be allocated in accordance to Clause 4.2.1. For the avoidance of doubt, EzyPay/-i 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.
- 4.2.5 Qualified Spend shall exclude monthly installment of EzyPay/-i, EzyPay/-i Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fees and charges imposed by Maybank.

- 4.2.6 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.
- 4.2.7 Computation of the total Qualified Spend will be based on Qualified Spend transacted with all valid Maybank Card(s) issued under the same Eligible Cardmember throughout the Campaign Period per illustrations below:

Example :	Date of Successful Registration	Date of Spend	Spend by Card	Prize categories to be won
Cardmember A	27 October 2022	30 October 2022	Visa Card	Grand Prize or First Prize:  Mercedes AMG GLA 35 /  Mercedes AMG A35  or  Special Prize for Visa card:  HABIB Voucher RM5,000
Cardmember B	5 November 2022	2 January 2023	MasterCard	Grand Prize or First Prize:  Mercedes AMG GLA 35 /  Mercedes AMG A35  or  Special Prize for Mastercard card: Apple iPhone 14 128GB
Cardmember C	31 January 2023	28 October 2022	American Express card	Grand Prize or First Prize:  Mercedes AMG GLA 35 /  Mercedes AMG A35  Or  Special Prize for American  Express card:  Luxury Luggage Bag
Cardmember D	20 December 2022	30 October 2022 & 1 January	Visa Card	Grand Prize or First Prize:  Mercedes AMG GLA 35 /  Mercedes AMG A35  or  Special Prize for Visa card:  HABIB Voucher RM5,000  or
		2023	American Express card	Special Prize for American Express card: Luxury Luggage Bag

<sup>4.2.8</sup> Qualified Spend by Supplementary Cardmember(s) under an Eligible Principal Cardmember's Maybank Cards account(s) will be included in the computation of the Eligible Principal Cardmember's Qualified Spend.

# 5. Prizes:

	Spend Duration		Reward		Cash Back - per month/per customer (RM)	Monthly Capping RM
	27	New EzyPay/-i transaction take-up			50	25,000
20	October 2022 – 30		num accumulated 000 on local trans	•	100	50,000
	November 2022		num accumulated 000 on overseas t	•	100	50,000
Campaign 1:  Cash Back	1	New I	EzyPay/-i transact	ion take-up	50	25,000
Casii Dack	December 2022 – 31 December		num accumulated 000 on local trans	•	100	50,000
	2022		num accumulated 000 on overseas t	•	100	50,000
	1 January	New I	EzyPay/-i transact	ion take-up	50	25,000
	2023 – 31	Minimum accumulated spend of RM3,000 on local transactions				50,000
	January	Minimum accumulated spend of RM2,000 on overseas transactions				50,000
		1412)	000 011 0 001 3003 0	1411344410113	Total	375,000
Campaign 2:	Spend Duration	1	Prize Category	Pri	Prize Details	
Grand Prize	27 October		Grand Prize	Mercedes AMG GLA 35		1
& First Prize	2022 – 31 January 202	.3	1 <sup>st</sup> Prize	Mercedes AMG A35		1
	Spend Du	ration		Prize Deta	ils	Allocation
			, ,	aybank Islami voucher wor	c Visa Credit Card th RM5,000	10
Campaign 2:	27 October	2022 _	•	Maybank/Maybank Islamic Mastercard Credit		
Special Prize	31 January 2			Card  Apple iPhone 14 128GB		
				Maybank/Maybank Islamic Amex Charge/Credit Card		
				Charge/Credit	Caru	10

# 6. Selection of winners ["Winner(s)"]

Campaign 1: Spend & Get Monthly Cash Back

- 6.1 At the end of each campaign month, the Qualifying Spend of each Eligible Cardmember will be calculated and sorted via date and time stamp in an ascending order.
- 6.2 The Cash Back pool is based on the first RM125,000 per month. Once the monthly pool is exhausted, no further Cash Back will be awarded to the Eligible Cardmembers, even if a cardmember meets qualifying spend.
- 6.3 Customer will get a maximum of RM250 cash back per campaign month if the customer meets all 3 spend criteria listed above (as set out in clause 3.1 above).
- 6.4 Customer is eligible to obtain cash back for each campaign month, up to cumulatively RM750 cash back for entire Campaign Period.

## Campaign 2: Spend to earn Qualifying Entries and win prize(s):

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

#### 6.5 Grand Prize

- (a) Selection will be carried out after the end of the Campaign Period.
- (b) In accordance to the selection sequence of Maybank's randomizer programme, the first shortlisted Eligible Cardmember shall be deemed as the final Winners.

#### 6.6 First Prize

- (a) Selection will be carried out after the end of the Campaign Period.
- (b) In accordance to the selection sequence of Maybank's randomizer programme, the first shortlisted Eligible Cardmember shall be deemed as the final Winners.

#### 6.7 Special Prize for Visa, Mastercard and Amex Card categories:

- (a) Selection will be carried out after the end of the Campaign Period.
- (b) Selection will exclude winners of the Grand Prize and First Prize
- (c) In accordance to the selection sequence of Maybank's randomizer programme, the first 10 shortlisted Eligible Cardmembers from each brand (namely, Visa, Mastercard & American Express ) shall be deemed as the final Winner.
- 6.8 For Campaign 2, each Eligible Cardmember can only win one (1) prize.

### 7 Fulfillment of Prizes

- 7.1 At the time of awarding the Prize(s), all Maybank Card account(s) of the Eligible Cardmember must not be delinquent, and/or invalid or cancelled. Otherwise, such Eligible Cardmember shall be disqualified from receiving the Prize(s).
- 7.2 The confirmation letter/email will be sent to the winners' billing address or email address recorded in Maybank's system within sixteen (16) weeks from the end of the Campaign Period.

- 7.3 Announcement of the winners (e.g. Name and masked Maybank Card Number) shall also be made on Maybank2u's website at <a href="www.maybank2u.com.my">www.maybank2u.com.my</a> and/or Maybank social media within sixteen (16) weeks from the end of the Campaign Period.
- 7.4 The fulfilment of the prizes will be done within sixteen (16) weeks from the end of the Campaign Period.
- 7.5 Maybank shall determine the methods of the Prize giving, including but not limited to, a prize giving ceremony, or any other methods which Maybank may deem reasonable.
- 7.6 The Prize Winners of (Grand & First Prize) are required to attend the prize giving ceremony (if any/necessary) and in the event the prize winner is unable to attend the said ceremony, he/she will automatically be disqualified and no compensation or arrangement will be made after the prize giving ceremony.
- 7.7 Maybank reserves the right at its discretion to allow or disallow transfer of prizes to another person/party even without any form of authorization from any of the Prize Winners.
- 7.8 All cost, fees and/or expenses incurred or to be incurred by the Prize Winners in relation to the Campaign and/or the claiming of the Prize(s), which shall include but not limited to the cost for transportations, accommodation, meals, personal costs and/or any other costs, are the sole responsibility of the Prize Winners.
- 7.9 If there is any dispute or non-receipt of the Grand Prize, First Prize, Special Prize or Cash Back, Winners are required to contact Maybank Customer Service at 1300 88 6688 latest by 1 June 2023 to request for an inquiry. No request for any inquiry shall be entertained after 1 June 2023.

#### 8.0 Additional Terms

- 8.1 SMS sent by Eligible Cardmembers to 66628 for registration purpose shall be deemed as consent to participate in the Campaign and be bound by all Terms and Conditions stipulated herein.
- 8.2 By participating in the Campaign, Eligible Cardmembers/winners:
  - (a) 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;
  - (b) 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;
  - (c) agree that any reversal of Qualified Spend shall be excluded from the Campaign.
  - (d) 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 contact purposes during and after the Campaign Period;

## 9.0 General Terms & Condition

9.1 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.
- 9.2 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" shall have the same meaning as calender days) prior notice thereof, the notice of which shall be posted through the Maybank2u website at www.maybank2u.com.my or through any other channel determined appropriate by Maybank. It shall be the responsibility of the Eligible Cardmembers to be informed of or otherwise seek out any such notice validly posted.
- 9.3 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.
- 9.4 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 the Maybank Privacy Statement, which may be viewed on www.maybank2u.com.my ("Maybank's Privacy Statement") and the Personal Data Protection Act 2010 (PDPA) Form for Individual Customers.
- 9.5 In addition and without prejudice to the terms in the Maybank's Privacy Statement and the Personal Data Protection Act 2010 (PDPA) Form for Individual Customers, 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 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.
- 9.6 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 or customers 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.
- 9.7 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 acts of God, civil commotion, acts of war, strike, riot, lockout, industrial action, fire, flood, drought, storm, epidemic, and pandemic or any events and circumstances of whatever nature beyond the reasonable control of Maybank.

9.8 Maybank may disqualify/reject any Eligible Cardmember 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.

9.9 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 this 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 <a href="https://www.maybank2u.com.my">www.maybank2u.com.my</a>.