TERMS & CONDITIONS: MAYBANK DEBIT CARD PETROL CAMPAIGN 2023- SPEND & WIN PROTON X50 CAMPAIGN AT SHELL

The "Maybank – 'Maybank Debit Card Petrol Campaign 2023 - Spend & Win PROTON X50 Campaign at SHELL ("Campaign") is organized by Malayan Banking Berhad (Registration. No. 196001000142) referred to as "Maybank" throughout the Terms and Conditions herein. By participating in this Campaign, Eligible Cardmembers (as defined in Clauses 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 commence from 1 August 2023 at 12:00 AM MYT and will expire on 30 September 2023 at 11:59 PM MYT, both dates inclusive, unless notified otherwise ("Campaign Period").

2. ELIGIBILITY

- 2.1 The Campaign is open to all Maybank Debit Visa and Mastercard® collectively referred to as ('Debit Cardmembers) issued by Maybank ("Cardmembers") who have successfully registered for the Campaign via Short Messages Service ("SMS")).
- 2.2 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 Grand Prize and Cash Back (as defined below).
- 2.3 "Cardmembers" who fulfill the above criteria are hereinafter referred to as "Eligible Cardmembers"

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) Type SHELL<space>last 6-digit of NRIC Number without spacing and send to 66628 (E.g. SHELL 106658)
- 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 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 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 which is automatically generated 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 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, unsuccessful or delayed transmission of SMS during the Campaign Period.
- 3.9 Maybank and Shell are not responsible, and Maybank and Shell have 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

4.1 The details of campaign mechanics as follows:

Entries for Monthly & Grand Prize	Spend Requirements		
1x Entry	Spend minimum RM15 at any Shell retail stations nationwide in a single receipt at Shell for fuels or in-store purchases and/or both		
5x Entries	Spend minimum RM50 in a single receipt at any Shell retail stations nationwide for fuels or instore purchases and/or both		

4.1.1 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.

4.2 Prizes

Grand Prize	Spend Duration	Prize Category	Prize Details	Allocation
	1 August 2023 - 30 September 2023	Grand Prize	PROTON X50	5
Monthly Prize	Spend Duration	Prize Category	Prize Details	Allocation
	1 August 2023 - 31 August 2023	Month 1	RM100 Cashback	1500
	1 September 2023 – 30 September 2023	Month 2	RM100 Cashback	1500

5 SELECTION OF WINNERS ["Winner(s)"]

Spend to earn Qualifying Entries and stand a chance to win prize(s):

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

5.1 Grand Prize- Proton X50

- 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 (subject to clause 6.1 below)

5.2 Monthly Prize – RM100 Cashback

- 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 1,500 shortlisted Eligible Cardmember shall be deemed as the final Winners (subject to clause 6.1 below)

6 FULFILMENT OF PRIZES

- 6.1 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).
- 6.2 The confirmation letter/email for the Grand Prizes will be sent to the winners' billing address or email address recorded in Maybank's system within fourteen (14) weeks from the end of the Campaign Period.
- 6.3 Announcement of the winners (e.g. Name and masked Maybank Card Number) shall also be made on Maybank2u's website at www.maybank2u.com.my and/or Maybank social media within fourteen (14) weeks from the end of the Campaign Period.

- 6.4 The fulfilment of the prizes will be done within fourteen (14) weeks from the end of the Campaign Period.
- 6.5 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.
- 6.6 The Grand Prize winner is 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.
- 6.7 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.
- 6.8 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.
- 6.9 If there is any dispute or non-receipt of the Grand Prize or Monthly Cash Back, Winners are required to contact Maybank Customer Service at 1300 88 6688 latest by **1 January 2024** to request for an inquiry. No request for any inquiry shall be entertained after **1 January 2024**.

7 ADDITIONAL TERMS

- 7.1 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 the Terms and Conditions stipulated herein.
- 7.2 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;

8 GENERAL TERMS & CONDITIONS

- 8.1 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.
- 8.2 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 ("day" shall have the same meaning as calendar day) prior notice thereof, the notice of which

- shall be posted through 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.
- 8.3 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.
- 8.4 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 PDPA Form for Individual Customers.

In addition, and without prejudice to the terms in the Maybank's Privacy Statement and the 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.

*Note: "PDPA" refers to Personal Data Protection Act (2010).

- 8.5 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 any gross negligence or omission by Maybank.
- 8.6 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.
- 8.7 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.

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