

## **Terms and Conditions –It’s Raining Money Campaign**

1. Malayan Banking Berhad’s (3813-K) (“Maybank”) “It’s Raining Money Campaign” (“Campaign”) commences on 13 March 2014 at 12:00AM MYT until 15 June 2014 at 11:59PM MYT (both dates inclusive) unless notified otherwise (“Campaign Period”).

### **2. Eligibility**

2.1 All new and existing Principal Cardmembers of Maybank Visa/ MasterCard/ American Express Credit/ Charge Card(s) issued by Maybank or Maybank Islamic Malaysia who successfully register for the Campaign via SMS are eligible to participate in the Campaign (“Eligible Cardmembers”).

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

- a) Cardmembers of Maybank Visa/ MasterCard/ American Express Credit/ Charge Cards not issued by Maybank or Maybank Islamic Malaysia;
- b) Cardmembers whose Maybank Visa/ MasterCard/ American Express Credit/ Charge Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardmember Agreement during the Campaign Period;
- c) Maybank Visa/ MasterCard/ American Express Credit/ Charge Cardmembers who are in default of any facility granted by Maybank at any time;
- d) Cardmembers of Maybank Commercial/ Corporate Cards; or
- e) Permanent and contract employees of Cards, Marketing Department, Maybank, partners, representatives or agents (including vendors, suppliers, advertising and promotion agencies for this Campaign) and their respective immediate family members (e.g. spouse, children, parents, siblings).

### **3. SMS Registration**

3.1 Registration is on a one-time basis using Maxis/ Celcom/ DiGi/ U Mobile number and must be made by the Principal Cardmember within the Campaign Period.

3.2 To register, type **MONEY**<space> **Principal Card No without spacing** and send to **66628** (E.g.15 Digits for American Express Cardmembers: MONEY 379185120012345 or 16 Digits for Visa/ MasterCard Cardmembers: MONEY 496618001245678).

3.3 Eligible Cardmembers shall be responsible to pay the standard SMS charges levied by their respective telecommunication service providers (“Telco”) for each registration SMS sent to the designated number “66628” under the Campaign.

3.4 Eligible Cardmembers are solely responsible to ensure that the details in the registration SMS sent to 66628 are complete, accurate, and within the Campaign Period; failing which, the registration SMS will not be processed and deemed invalid or unsuccessful.

3.5 Proof of SMS sent to 66628 by Eligible Cardmembers shall not be deemed as successful SMS registration unless the Eligible Cardmembers receive 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 be deemed as notification that the Eligible Cardmember has been confirmed as the winner.

3.6 Maybank reserves the right to disqualify any registration SMS sent to 66628 due to reason(s) including, but not limited to duplicate registration, invalid Card number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the

Campaign Period without assigning any reason thereof and shall not be liable for such disqualification.

- 3.7 Maybank is not responsible for 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 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.
- 3.8 An Eligible Cardmember with multiple Maybank Credit and/or Charge Cards is only required to register once to participate in the Campaign.
- 3.9 SMS service is provided and supported by the service provider appointed by Maybank, Macro Kiosk Berhad.

**4. Participation Criteria**

- 4.1 Upon successful SMS registration, Eligible Cardmembers need to meet the “Qualifying Spend” in order to earn “Qualifying Entries” and stand to win the Prizes stated in Clause 5 per illustration below:

Prize Category	Qualifying Entry
Hourly Prize	1x Qualifying Entry for every RM100 spend in single retail transaction
Monthly Prize	1x Qualifying Entry for every RM1,000 cumulative spend in retail transaction per Spend Month
	10x Qualifying Entries for every RM1,000 cumulative EzyPay spend per Spend Month

- 4.2 Spend Month is defined as follow:

Month	Period
Spend Month 1	13 Mar – 15 Apr 2014
Spend Month 2	16 Apr – 15 May 2014
Spend Month 3	16 May – 15 Jun 2014

- 4.3 Qualifying Spend shall include retail and online purchases transacted locally and internationally, auto-billings, EzyPay performed via Maybank Visa/ MasterCard/ American Express Credit/ Charge Card(s) during the Campaign Period based on local Transaction Time. EzyPay shall be treated as Qualifying Spend based on the full transaction amount. For the avoidance of doubt, all international transactions in foreign currency shall be converted into Ringgit Malaysia (RM) based on Maybank’s prevailing in-house exchange rate.
- 4.4 Qualifying Spend shall exclude, monthly installment of EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, Auto PayBills, Outstanding Balance, reversals, fees and charges imposed by Maybank.
- 4.5 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.
- 4.6 Computation of the total Qualifying Spend will be based on all valid Card(s) issued under the same Eligible Cardmember throughout the Campaign Period per illustration below, as long as the Eligible Cardmember is successfully registered via SMS in accordance to the terms and conditions herein.

Example	Date of Successful Registration	Computation of Qualifying Spend
Registered Cardmember A	13 Mar 14	13 Mar 14 - 15 Jun 14
Registered Cardmember B	01 Apr 14	13 Mar 14 - 15 Jun 14
Registered Cardmember B	01 Jun 14	13 Mar 14 - 15 Jun 14

4.7 Qualifying Spend by Supplementary Cardmember(s) under the same Eligible Cardmember's Card account(s) will be included in computation of the Eligible Cardmember's total Qualifying Spend.

## 5. Prizes

There are two (2) tiers of prizes to the Campaign ("Prize") namely "Hourly Prize" and "Monthly Prize".

Prize Category	Cash Rebate	Number of Winners
Hourly Prize**	RM100	1 winner every hour from 10:00 am until 10:00pm daily
Monthly Prize	RM100,000	3 Winners

## 6. Winner Selection Process

6.1 Based on the Qualifying Entries earned, Eligible Cardmembers will be shortlisted by Maybank's randomizer programme.

### 6.2 Hourly Prize

a) The shortlisted Winners selected by randomizer programme shall be final and binding ("Hourly Prize Winners").

### 6.3 Monthly Prize

- The shortlisted Eligible Cardmembers will be contacted by Maybank's representatives at the mobile phone numbers registered to participate in the Campaign at any time during office hours to answer one (1) question.
- One (1) shortlisted Eligible Cardmember of the respective Spend Month who answer the question correctly will be confirmed as winner of the Monthly Prize. ("Monthly Prize Winner")
- In the event the shortlisted Eligible Cardmember is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the shortlisted Cardmember wish to withdraw from the Campaign upon being contacted by Maybank's representative, he/she shall be disqualified from the Campaign.
- If the shortlisted Eligible Cardmember is unable to answer the question correctly, the next shortlisted Eligible Cardmember will be selected and contacted to answer the question.
- The calls will be made only to the Principal Card Cardmember.

6.4 Eligible Cardmember may win the Hourly Prize and Monthly Prize more than once throughout the Campaign.

## 7. Fulfillment of Prize

7.1 Prize will be rewarded in a form of cash back and credited to the Hourly Prize Winners and Monthly Prize Winners accounts and reflected on credit card statement that follows the date of cash back crediting.

7.2 At the time of rewarding the Prize, all Maybank Credit Card/ Charge Card(s) account of the Eligible Cardmembers must not be delinquent, and/ or invalid or cancelled,

otherwise the Eligible Cardmembers will be disqualified from receiving the Prize from this Campaign.

7.3 Winners will be notified either in writing or by phone twelve (12) to sixteen (16) weeks after the end of the Campaign Period. Announcement of Winners will also be made on the Maybank's website at [www.maybank.com.my](http://www.maybank.com.my) and American Express Malaysia website at [www.americanexpress.com.my](http://www.americanexpress.com.my).

## 8. General

8.1 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/Hourly Prize Winners and Monthly Prize Winner:

- a) agree to be bound by the terms and conditions herein;
  - b) agree that all records of transactions within or outside of Malaysia captured by Maybank's system within the Campaign Period shall be accurate and conclusive;
  - c) agree that Maybank's decision on all matters relating to the Campaign Prize and the final list of Winners shall be final and binding on all Cardmembers. No further appeal or further correspondence will be entertained;
  - d) agree that any reversal of Qualifying Spend shall be excluded;
  - e) 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.
  - 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 attend the prize giving ceremony, interview(s) or other publicity event(s) required by Maybank at their own expenses at the time and venue stipulated by Maybank relation to the Campaign;
  - h) agree to access Maybank website at [www.maybank.com.my](http://www.maybank.com.my) or American Express Malaysia website at [www.americanexpress.com.my](http://www.americanexpress.com.my) to view the terms and conditions and to ensure that they keep-up-to-date with any changes or variations to the terms and conditions herein; and
  - i) shall not be entitled to claim for any compensation against Maybank 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.
9. Eligible Cardmembers/Winners also agree and consent to such details including without limitation personal data or information being processed and used by Maybank for:
- 9.1 the purposes of the Campaign;
  - 9.2 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/Winners. 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/Winner 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; and

- 9.3 other promotional, marketing and publicity notification/information including future promotional, marketing and publicity notification/information from Maybank from time to time.
10. Maybank reserves the right to:
- 10.1 disqualify any non-eligible Cardmembers at its sole and absolute 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;
- 10.2 forfeit the Prize in the event there is reversal of Qualifying Spend or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein; and
- 10.3 add, delete or amend the terms and conditions herein, wholly or in part, or to terminate the Campaign at its absolute discretion, by way of posting on [www.maybank.com.my](http://www.maybank.com.my) and [www.americanexpress.com.my](http://www.americanexpress.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.
11. Maybank shall not be liable and responsible for:
- 11.1 any failure or delay in transmission of sales transactions by Visa International Incorporated, MasterCard Worldwide, American Express, merchant establishments or any party which may result in the Cardmember being omitted from the Campaign; and
- 11.2 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.
12. 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.
13. In addition to the terms stipulated above, Cardmembers agree that the general terms and conditions in the Cardmembers' Agreement shall be read together with these terms and conditions as an entire agreement.