

**WIN TWO VIP PASSES AT THE MFL PIALA FA 2019 WITH MAYBANK DEBIT CARDS**  
**- Terms & Conditions**

**1. Campaign Period**

The period for the Campaign is from 12:00am (Malaysia standard time) on 27 May 2019 to 11:59pm (Malaysia standard time) on 30 June 2019 (“**Campaign Period**”).

**2. Participant requirements**

- a. Subject to clause 2(c) below, the Campaign is open to Maybank Cardholders who meet the criteria set out in this clause 2 (each a “**Participant**”). A Participant must:
  - i. hold a valid Maybank branded debit card with contactless payment functionality (“**Maybank Debit Card**”) issued by Maybank (as hereinafter defined) and whose Maybank Debit Card account is in good standing at all times during the Campaign Period and at the time of the selection and notification of the winners of the Prizes (as hereinafter defined) under the Campaign. Participants whose Maybank Debit Card accounts are cancelled, terminated or suspended for any reason during the Campaign Period are not eligible for the Campaign; and
  - ii. hold a valid government issued identification card/document or a valid passport and
  - iii. comply with the requirements under clause 2(e) below.
- b. For the purposes of these terms and conditions:-  
“**Maybank**” means Malayan Banking Berhad;  
“**Maybank Cardholder**” means a person who holds a valid Maybank Debit Card; and  
“**Prize**” has the meaning ascribed to it in clause 6(a) below.
- c. The following persons are not eligible to participate in the Campaign and any participation, entry, registration, submission or Qualifying Purchase Transaction (as defined in clause 2(e) below), as the case may be, by any of the following persons will be disqualified:-
  - i. The employees (whether permanent, temporary or contract employees) of Cards Marketing Department of Maybank, and their immediate family members (that is, spouses, children, parents, brothers and sisters); and
  - ii. The employees (whether permanent, temporary or contract employees) of Maybank’s associated agencies and other entities involved in the conduct, implementation and/or administration of the Campaign (as determined by Maybank in its sole discretion);
- d. By participating in the Campaign, each Participant is deemed to have read, understood and agreed to be bound by these terms and conditions and accepts that the decision of Maybank regarding the Campaign and all matters related to or connected with it, including, without limitation, the determination and selection of the winners, the awarding of any Prizes and the interpretation of these terms and conditions, is final and binding and no queries shall be entertained. In the event all or any of these terms and conditions are not acceptable to a Maybank Cardholder, such Maybank Cardholder should not participate in the Campaign, notwithstanding the offer.
- e. To participate in the Campaign, the Participant must make purchase transactions during the Campaign Period using his/her Maybank Debit Card within or outside Malaysia (which qualifying purchase transactions shall in these terms and conditions be called the “**Qualifying Purchase Transactions**”), subject to these terms and conditions including, without limitation, the provisions of clause 2(f) and clause 2(g) below.
- f. Only Qualifying Purchase Transactions made using the same Maybank Debit Card will be accumulated together for the purposes of determining the total number of Qualifying Purchase Transactions made using that Maybank Debit Card. Qualifying Purchase Transactions accumulated by a Participant using a Maybank Debit Card may not be aggregated with or added to the Qualifying Purchase Transactions accumulated by that Participant using any other Maybank Debit Card–In order to qualify as a Qualifying Purchase Transaction, the Qualifying Purchase Transaction must be successfully posted to the Participant’s Maybank Card account within the Campaign Period.
- g. Any determination by Maybank or the relevant Maybank Issuer as to what constitutes a Qualifying Purchase Transaction shall be conclusive and binding on Participants.

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**3. Qualifying Purchase Transactions**

To qualify for random selection as winners at the end of Campaign Period, eligible Maybank Cardholders need to meet the criteria below in order to earn qualifying entry and stand the chance to win the Prizes as stated under Clause 6 below;

**Entries**

Prizes	Spend Amount	Entries
Grand Prize	Every RM300 cumulative spend using Maybank Debit Card on retail and online	1X
Consolation Prize		
Bonus Prize	Any amount spend using Maybank Debit Card on retail and online	

- a. Each eligible Maybank Cardholder is entitled to win one (1) Prize only for either Grand Prize or Consolation Prize. The eligible Maybank Cardholder is entitled to win one (1) Bonus Prize for each lucky-draw round.

**4. Maybank Cardholder's Obligations**

By participating in the Campaign, you agree:

- a. to these terms and conditions, including terms relating to Maybank's liability in respect of the Campaign;
- b. that you represent only yourself here and no other person;
- c. to provide accurate information to Maybank, including, but not limited to, information required to participate for the Campaign;
- d. that you will not use the Campaign to reproduce, duplicate, copy, sell, resell, distribute, publish or exploit for any commercial purpose the products or services provided or offered by Maybank or obtained through the Campaign without obtaining the express, prior written consent of Maybank. This restriction includes any attempt to incorporate any information from the Campaign into any other directory, media, product or service;
- e. that you will not use the Campaign for any purpose that is unlawful or prohibited by these terms and conditions;
- f. that Maybank shall not be liable for and accepts no responsibility for late, lost, rejected, blocked, undelivered or misdirected Qualifying Purchase Transactions, entries, registrations, notifications and other correspondence, including, without limitation, Qualifying Purchase Transactions, entries, registrations, notifications and correspondence not recorded or received due to the malfunction of any device, software application, machine, equipment, computer, computer server or network, however described, or Qualifying Purchase Transactions, entries, registrations, notifications or correspondence which are lost in the course of transmission or delivery;
- g. that all selections and/or decisions made by Maybank or its appointed representative agency in relation to the Campaign (including, without limitation, the determination of the number of Qualifying Purchase Transactions and the selection of the winners) will be final and conclusive. No enquiries or complaints will be entertained;
- h. that it is your responsibility to contact Maybank to check whether Qualifying Purchase Transactions made using your Maybank Card will be eligible under the Campaign prior to your participation in the Campaign and Maybank shall not be liable and you shall not have any claim against Maybank in the event any Qualifying Purchase Transactions made by you using your Maybank Debit Card are not eligible under the Campaign or Maybank is unable to obtain or procure your Campaign Data (as defined in clause 5(a) below)

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**5. Winner Selection and Notification**

- a. Based on the qualifying entries earned, eligible Participants shall be shortlisted by Maybank's randomizer program for the all Prizes.
- b. At the point of shortlisting, the conduct and spending on Maybank Debit Card accounts of the Participants will be reviewed
- c. All Maybank Debit Card account(s) of the Participants must not be delinquent, invalid and/or cancelled; otherwise the Participant will be disqualified
- d. The shortlisted Participants of all Prizes will be contacted by Maybank's representatives at the mobile phone numbers registered and/or recorded in Maybank's system at any time during office hours to answer one (1) question
- e. The shortlisted Participants will be deemed as Winner if he/she is able to answer the question correctly
- f. If the shortlisted Participants is not able to answer the question correctly, the next Participant in sequence will be shortlisted and contacted to answer the question
- g. In the event the shortlisted Participants are not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the shortlisted Participants wish to withdraw from the Campaign upon being contacted by Maybank's representative, he/she will be disqualified from the Campaign
- h. Winners will be notified either in writing or by phone or any other method of communications which Maybank deems appropriate and announcement of Winners will be made on Maybank's website at [www.maybank2u.com.my](http://www.maybank2u.com.my) within sixteen (16) weeks after the end of the campaign period.

**6. Prizes**

- a. There are Grand Prize, Consolation Prize and Bonus Prize to be won as follows;

Prize Category	Detail Prize	Total no. of winners
Grand Prize	Two (2) pcs VIP tickets Final Piala FA 2019 match	5
Consolation Prize	Two (2) pcs general admission ticket for Final Piala FA 2019	50
Bonus Prize	Semi-finals matches for Piala FA 2019  1) Draw for 1 <sup>st</sup> Leg match: 12/06/2019. Semi-final 1 <sup>st</sup> leg on 22 or 23 June 2019 2) Draw for 2 <sup>nd</sup> Leg match: 19/06/2019. Semi-final 2 <sup>nd</sup> Leg match: 29 or 30 June 2019	2 for each Leg

- b. Each Prize and any component thereof cannot be transferred or exchanged or redeemed for cash or any other item in part or in whole, and each Prize or any component or item thereof which is unutilized for any reason whatsoever cannot be exchanged for cash or any other item. No substitution of any Prize (or any component or item of the Prize) is allowed.
- c. Each Prize may be subject to additional terms and conditions.
- d. Maybank may, at its sole discretion, at any time and without prior notice, replace or substitute any Prize or any component or item of any Prize with another component or item of a similar value.
- e. All out-of-pocket expenses, spending money, meals, travel expenses, accommodation expenses, taxes, travel insurance, surcharges, visas and all other ancillary costs and expenses incurred by each Winner and his/her Companion in collecting, redeeming and using the Prize and each component thereof are the sole responsibility of and shall be borne by the Winner thereof and his/her Companion.
- f. All costs and expenses incurred in collecting and redeeming the Prize are the sole responsibility of and shall be borne by the Winner thereof and his/her Companion.
- g. In connection with the claiming or redeeming of the Prize, Maybank or Maybank's appointed agency shall be entitled to request proof from each Winner of (i) him/her being a Maybank cardholder, and (ii) his/her valid identification, in order for that

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Winner to redeem the Prize, failing which Maybank reserves the right to disqualify that Winner and forfeit the Prize awarded to that Winner.

**7. Photography consent & Maybank Privacy Notice**

Each Winner consents to Maybank and its parent companies, subsidiaries, affiliates, licensees, successors, assigns and contractors filming or otherwise recording the Winner's appearance, poses, voice and statements, and editing such recordings (collectively "**Footage**") for the purposes of participating in the Campaign, redeeming and using the Prize and to publicize the Maybank brand. Such purpose includes use of Footage in advertising materials in forums promoting the Campaign, the Winner's usage of the Prize including on social media forums. Each Winner agrees that Maybank may use the Footage or a reproduction of it, in whole or in part, and/or the Winner's name, voice, likeness and any biographical material which the Winner may provide, in connection with the use of the Footage. The Winner further agrees that Maybank and Maybank's appointed agency in its sole discretion, may edit, modify, add to, delete from or change the Footage. Each Winner also acknowledges and agrees that Maybank shall have no obligation to use the Footage or the Winner's name in any manner. Each Winner hereby releases Maybank from any right the Winner may have in connection with the use of the Footage and the Winner's name. Each Winner shall not own any rights in the Footage, and each Winner acknowledges that Maybank shall be the sole owner of it and any proceeds derived from it. Each Winner represents that any statements made by the Winner during the Footage are true, to the best of the Winner's knowledge, and that neither they nor the Winner's appearance will violate or infringe upon the rights of any third party, nor give rise to any claim. Each Winner hereby releases Maybank, its contractors and their respective parent companies, subsidiaries, affiliates, licensees, successors and assigns, from any claim of any kind or nature whatsoever arising from the use of the Footage, including, but not limited to, those based upon "moral rights" (which, to the extent such "moral rights" may not be assigned to Maybank, are expressly waived by the Winner), defamation (including libel and slander), invasion of privacy, right of publicity, copyright, or any other personal and/or property rights (collectively "**Claims**") and agree that the Winner will not now, or in the future, assert or maintain any Claims against Maybank, its contractors or their respective parent companies, subsidiaries, affiliates, licensees, successors or assigns. Each Winner hereby waives any right of inspection or approval of the Winner's appearance or the uses to which the Footage may be put. Each Winner acknowledges that Maybank will rely on this permission potentially, at substantial cost to Maybank, and hereby agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted under these Terms and Conditions.

8. In connection with conducting the Campaign, Maybank will be using Campaign Data to administer the Campaign and select the Winners of the Campaign. By participating in this Campaign, Participant 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 Maybank Website ("Maybank's Privacy Notice.").
9. In addition and without prejudice to the terms in Maybank's Privacy Notice, Participant 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 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 Participant. 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 Participant 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.

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**10. Warranties and Liability**

- a. Maybank, and their respective subsidiaries, affiliates and associated companies/entities and agencies (collectively the “**Maybank Group**”) do not assume any responsibility for:
  - i. any of the Prizes offered under the Campaign;
  - ii. any products and services offered under the Campaign or related to or connected with any Prize or any component or item thereof;
  - iii. the failure of any electronic communications in relation to delivery and/or receipt of entries, registrations, Winner notifications and other notifications and communications whatsoever;
  - iv. any entry, email, mail, letter, registration, submission or phone call that is lost, late, misdirected, intercepted, undelivered, rejected, blocked, deleted or otherwise not received for any reason whatsoever, as the case may be; and
  - v. any Qualifying Purchase Transaction that is not posted to the relevant Participant’s Maybank Card account for any reason.
- b. Under no circumstances shall the inclusion of:
  - i. the Prizes offered under the Campaign; or
  - ii. any product or service offered under the Campaign or related to or connected with any Prize or any component or item thereof

be construed as an endorsement or recommendation of such Prize or product or service by the Maybank Group.

- c. No representation or warranty of any kind is given by the Maybank Group as to the Prizes offered under the Campaign and any component or item thereof and any and all liability of any kind whatsoever in respect thereof is excluded to the fullest extent permissible by applicable law. In the event legislation mandates conditions or warranties which cannot be excluded, restricted or modified except to a limited extent, then to the extent permitted by law, the Maybank Group’s liability is limited to, at its option:
  - i. the replacement of the Prize or the supply of an equivalent prize; or
  - ii. the payment, if it does not contravene any law, of the cost of the replacement or supply.
- d. The providers/suppliers of the Prizes and the providers/suppliers of any other products and services offered under the Campaign or related to or connected with the Prizes or any component or item thereof and the organizers, promoters and managers of the Prizes are not agents, contractors, employees, servants, consultants or affiliates of the Maybank Group.
- e. All risks associated with (i) the collection, use and redemption of the Prizes or any component or item thereof, (ii) the travel to and from any cities and venues associated with the Prizes or any component or item thereof, and (iii) attending any performances, shows, venues, matches or any other events related to or connected with the Prizes shall be assumed by the Winners thereof and their Companions.
- f. To the fullest extent permitted by applicable law, each Participant and each Winner shall not have any claim whatsoever against any member of the Maybank Group and their respective directors, officers, employees and agents in respect of any action, proceeding, judgment, damage or loss (including, without limitation, incidental, punitive, consequential, special, direct or indirect damages, loss of profits, loss of business, loss of business opportunity or economic loss), expense, injury (including, without limitation, death or personal injury), damage to property or liability suffered or incurred by the Participant or the Winner (including any Companion of the Winner) or any other person arising directly or indirectly from or in connection with:
  - i. such Participant’s or Winner’s participation in the Campaign;
  - ii. the collection, receipt, redemption, use or misuse of any Prize or any component or item thereof by the Winner thereof and/or his/her Companion;
  - iii. the travel to and from the cities, locations, venues or events relating to the Campaign or the Prizes or any component or item thereof;

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- iv. attendance at the cities, venues or events relating to the Campaign or the Prizes or any component or item thereof; and/or
- v. attending any performances, shows, venues, matches or other events related to or connected with the Campaign or the Prizes.
- g. Each Participant in the Campaign shall indemnify and hold the Maybank Group and their respective directors, officers, employees and agents harmless from and against any and all claims (including, without limitation, claims for negligence), liabilities, suits, damages, judgments, costs and expenses (including, without limitation, attorney's fees) and all losses and expenses resulting or arising from or connected with any claims or actions by any third parties against the Maybank Group or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such Participant, including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such Participant.
- h. The Maybank Group and their respective directors, officers, employees and agents shall not be liable to the Winners nor to their Companions or any other person for any deficiency, delay, omission or failure related to or connected with the Prizes or the fulfillment thereof or the performances, shows, venues, matches or other events related to or connected with the Prizes including, but not limited to, the cancellation, rescheduling or disruption of any performance, show, venue, match or any other event related to or connection with the Prizes for any reason whatsoever.
- i. The Maybank Group and their respective directors, officers, employees and agents shall not, to the fullest extent permissible by applicable law, be liable in any way whatsoever in respect of any of the following:-
  - i. lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted Qualifying Purchase Transactions, entries, notifications, registrations, submissions, emails, mails or phone calls;
  - ii. any Prize that is damaged, defaced, illegible, lost, stolen, misdirected or otherwise not used;
  - iii. inaccurate information provided by the Participant or any Maybank Issuer, howsoever caused;
  - iv. any amount charged to a Participant's Maybank Card account in the course of entering into or participating in the Campaign, including, without limitation, in respect of the accumulation of the Qualifying Purchase Transactions;
  - v. the suspension, cancellation or termination of the Campaign for any reason whatsoever;
  - vi. virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention in any part of the entry process, the participation process, the winners' selection process, winner notification process or the operation or administration of the Campaign;
  - vii. technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;
  - viii. non-receipt of entries, registrations, notifications, submissions, emails, mails or phone calls;
  - ix. lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted Qualifying Purchase Transactions or Qualifying Purchase Transactions which are not posted to the Participant's Maybank Card account within the Campaign Period; and
  - x. any action, proceeding, judgment, liability, loss, injury, claim or damage (including, but not limited to, incidental, punitive, consequential, special, direct or indirect damages or losses, loss of profits, loss of business, loss of business opportunity, economic loss), expense, death and personal injury incurred or suffered by any Participant, Winner or any other person which may be caused, directly or indirectly, in whole or in part, from (i) any participation in the Campaign; (ii) the collection, receipt, redemption, use or misuse of the Prize or any component or item thereof; (iii) attendance at the cities, venues or events relating to the Campaign or the Prize; or (iv) the travel to and from the cities, locations, venues or events relating to the Campaign or the Prize or any component or item thereof.

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- j. Maybank's records of all matters related to or connected with the Campaign shall be conclusive and binding on the Participants. Maybank's decision on all matters relating to or connected with the Campaign shall be final and binding on the Participants.
- k. Maybank accepts no responsibility for any tax implications that may arise from any Prizes or any component or item thereof or the claiming, redemption and use thereof. Any tax filing obligation or any tax payment due to any authority as a result of the redemption, receipt or use of the Prize or any component or item thereof remains the sole responsibility of the Winner thereof. It is the responsibility of each Winner to seek independent advice on the possible implications this may have on his/her own financial situation.
- l. Maybank reserves the right to discontinue the Campaign at any time during the Campaign Period and in which case the Participants shall not have any claim whatsoever against Maybank and/or the Maybank Group.

**11. Publicity**

Each Winner and his/her Companion may be required to participate in publicity programs which Maybank may from time to time organize in connection with the Campaign and the Prizes and if so, such Winner and his/her Companion must attend such functions. Costs and expenses incurred by a Winner and his/her Companion, if any, in attending such functions shall be borne by the Winner and his/her Companion.

**12. Force Majeure**

In the event Maybank is prevented from continuing with the Campaign or the integrity and/or feasibility of the Campaign is undermined by any event beyond the control of Maybank, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, government embargoes, infection by computer virus, unauthorized intervention, breakdown in machinery or equipment, technical failures or other cause not reasonably within the control of Maybank, Maybank shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Campaign without any further obligation.

**13. Variation**

The foregoing terms and conditions may be changed, varied, modified and/or deleted by Maybank in its sole and absolute discretion at any time and from time to time without any prior notice to Maybank Cardholders or to any other person and by participating in the Campaign each Participant irrevocably and unconditionally accepts any such changes, variations, modifications and deletions.

**14. Governing Law**

These terms and conditions are governed by the laws of Malaysia. Each Participant submits to the jurisdiction of the courts of Malaysia in respect of all matters connected with these terms and conditions and the Campaign. In case of any dispute in relation to the Campaign, Maybank's decision shall be final and binding.

**15. Severance**

If any of the provisions of these terms and conditions becomes or is invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and such invalid, illegal or unenforceable provisions shall be deemed severed from these terms and conditions and Maybank shall be entitled to replace such severed provisions with such other provisions as it may deem fit.

16. The headings to the clauses of these Terms and Conditions shall not be taken into consideration in the interpretation or construction thereof or of these Terms and Conditions.

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17. Please continue to visit <https://www.maybank2u.com.my> to get an update on these terms and conditions of the Campaign.
18. In the event of any inconsistency between the English language version of these terms and conditions and any other language version, including Bahasa Malaysia, the English language version shall prevail.