

## **Maybank/Maybank Islamic American Express Apple Online Store Campaign - Terms and Conditions**

The “**Maybank American Express Apple Online Store**” (“**Campaign**”) is organized by Malayan Banking Berhad (Registration. No. 196001000142) and Maybank Islamic Bank 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 1 below) hereby expressly agree to be bound by these Terms & Conditions.

The Campaign commences on **1 January 2023 at 12:00 AM MYT and will expire on 31 January 2023 at 11:59 PM MYT**, both dates inclusive, unless notified otherwise (“**Campaign Period**”).

### **1. Eligibility**

- 1.1 The Campaign is opened to all Principal Cardmembers of Maybank and are not persons listed in Clause 1.2 below (“**Eligible Cardmembers**”).
- 1.2 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 and/or Maybank Cards Agreement during the Campaign Period;
  - b) Cardmembers of Maybank Cards who are in default of any facility granted by Maybank at any time;
  - c) Cardmembers of Maybank Commercial/ Corporate Cards; or
  - d) Permanent and contract employees of the Cards Marketing Department of Maybank Malaysia and Regional Cards Marketing Department of Maybank.
- 1.3 For avoidance of doubt, permanent and contract 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 get the cash back.

### **2. Campaign Mechanics and Conditions**

For the purposes of these terms and conditions “**Qualifying Spend**” means Qualifying Transactions made by Eligible Cardmembers with their Maybank American Express Card(s) within the Campaign Period as captured by Maybank’s system. Under this Campaign, “**Qualifying Transaction**” means spending made on Apple Online Store (MY) only i.e. <https://www.apple.com/my/store>

#### **2.1 The details of Campaign Mechanics as follows:**

<b>Campaign Mechanics</b>	<b>Cash Back Cap</b>
Get RM300 cash back with minimum cumulative RM3,000 spend at Apple Online Store (MY).	Cash Back is capped to the first 666 customers on first-come-first serve basis.  Total Cash back available for this Campaign is capped at RM199,800 or first 666 Eligible Cardmembers who have fulfilled the Campaign Mechanics on a first-come-first-served basis throughout the entire Campaign Period.

- 2.2 To fulfill the Campaign terms, Qualifying Transaction(s) made using Principal and supplementary card(s) of the same account would be consolidated and calculated to determine the final cash back amount. If an Eligible Cardmember holds multiple principal Maybank American Express cards (for example Eligible Cardmember holds Maybank Islamic Ikhwan American Express Platinum Credit Card-i and Maybank M2C American Express Card), transactions made using all Eligible Cardmembers' American Express cards, including its related supplementary card(s) will be included in the computation of the principal Maybank Cardmember's total Qualifying Spend and shall be automatically tracked for purposes of tabulation of the Qualifying Transactions based on transaction dates and/or time (Malaysia Date and/or Time) captured in Maybank's records only during the Campaign Period.
- 2.3 The following shall NOT be included as Qualifying Spend for the purposes of tabulating the Qualifying Requirements: -
- a) Transactions made which are not in Apple Online Store (MY) specified in these Terms and Conditions;
  - b) Installments paid under Maybank EzyPay/-i instalment and Maybank EzyPay Plus/-i instalment;
  - d) Transactions which are subsequently cancelled or refunded; and/or
  - e) Disputed, unauthorized or fraudulent purchase transactions.
- 2.9 Maybank shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by merchant establishments or any other party.
- 2.10 Any determination by Maybank as to what constitutes Qualifying Spend and all transactions as recorded by the Bank (save for fraud and manifest error) shall be final and conclusive.
- 2.11 Qualifying Transaction shall exclude monthly installment of EzyPay/-i, EzyPay Plus/-i, cash advance, balance transfer/-i, fund transfer, outstanding balance, reversals, fees and charges imposed by Maybank.

### 3. Example of Cash Back Calculation:

#### 3.1 Scenario of enrollment to earn Cash Back:-

- 3.1.1. Qualifying Transaction of each Eligible Cardmember will be calculated and sorted via date and time stamp in an ascending order.

Target Customer					
Example	Transaction categories	Transaction Amount RM	Date of Spend	Cash back	Remarks / Scenario
Customer A	Machines outlets @ KLCC	4,999	2/1/2023	Not eligible for RM300 Cash Back	Customer spending @ any Apple Authorised Reseller
Customer B	Apple Online Store @ <a href="https://www.apple.com/my/store">https://www.apple.com/my/store</a>	1,990	3/1/2023	Not eligible for RM300 Cash Back	Not met spend criteria. Min cumulative spend must be

					RM3,000 & above
Customer C	Apple Online Store @ <a href="https://www.apple.com/my/store">https://www.apple.com/my/store</a>	5,999	10/1/2023	RM300	The Eligible Cardmember meet spend criteria and is under the first 666 Eligible Cardmembers
Customer D	Apple Online Store @ <a href="https://www.apple.com/my/store">https://www.apple.com/my/store</a>	2,899 1,599	2/1/2023 29/1/2023	Not eligible for RM300 Cash Back	The Eligible Cardmember meet spend criteria but not under first 666 customers as the 2 <sup>nd</sup> purchase made on 29/1 which cash back fully utilized by 15/1/2023.
Customer E	Apple Online Store @ <a href="https://www.apple.com/my/store">https://www.apple.com/my/store</a>	7,999	29/1/2023	Not eligible for RM300 Cash Back	The Eligible Cardmember meet spend criteria but not under first 666 customers.
Customer F	Buy iPhone @ Senheng online store	5,899	10/1/2023	Not eligible for RM300 Cash Back	Spend at other online store.

#### 4. Cash Back Calculation

- 4.1 At the end of the Campaign Period, the Qualifying Transaction of each Eligible Cardmember will be calculated and sorted via date and time stamp in an ascending order.
- 4.2 The Cash Back is a one-time cash back and is awarded based on the allocated Cash Back pool of RM199,800 for the entire Campaign Period. Once the Cash Back pool is fully claimed, no further Cash Back will be awarded to the Eligible Cardmembers in the remaining Campaign Period, even if they continue to make Qualifying Transaction(s) during the remaining Campaign Period.
- 4.3 Eligible Cardmembers can only enjoy one-time cash back regardless how many times a cardmembers meets the minimum spend during the campaign period.

#### 5. Fulfillment of Cash Back

- 5.1 At the time of awarding the Cash Back, 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 cash back.

- 5.2 The fulfilment of the cash back will be done within sixteen (16) weeks from the end of the Campaign Period. Cash Back will be credited to any of the Eligible Cardmember's American Express card.
- 5.3 The Cash Back winner list will be published in Maybank promotion page via Maybank2u website.
- 5.4 Maybank reserves the right at its discretion to allow or disallow transfer of Cash Back to another person/party notwithstanding any form of authorization from any of the entitled Cash Back Winner.
- 5.5 All cost, fees and/or expenses incurred or to be incurred by the Cash Back winners in relation to the Campaign and/or the claiming of the Cash Back, which shall include but not limited to the cost for transportations, accommodation, meals, personal costs and/or any other costs, wherever applicable, are the sole responsibility of the Cash Back Winners.
- 5.6 If there is any dispute or non-receipt of the Cash Back, the entitled Cash Back Winners are required to contact Maybank Customer Service at 1300 88 6688 latest by **31 May 2023** to request for an inquiry. No request for any inquiry shall be entertained after **31 May 2023**.

## **6 General Terms and Conditions**

- 6.1 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.
- 6.2 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](http://www.maybank2u.com.my) or through any other channel determined appropriate by Maybank. It shall be the responsibility of the Eligible Customers to be informed of or otherwise seek out any such notice validly posted.
- 6.3 By participating in this Campaign, Eligible Customers agree to access the Maybank2u website at [www.maybank2u.com.my](http://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.
- 6.4 By participating in this Campaign, Eligible Customers 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](http://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 Customers 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 Customers 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).

- 6.5 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 Customers 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.
- 6.6 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.
- 6.7 Maybank may disqualify/reject any Eligible Customer 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.
- 6.8 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](http://www.maybank2u.com.my).