

Maybank American Express Credit Card– Register, Spend and Earn Cash Back

The Maybank American Express - Register, Spend and Earn Cash Back Campaign (“**Campaign**”) is organised by Malayan Banking Berhad (Registration No. 196001000142) and Maybank Islamic Bank Berhad (Registration No. 200701029411) (both collectively referred to as “**Maybank**”). These are the terms and conditions applicable to this Campaign (“**Terms and Conditions**”). By participating in this Campaign, Eligible Customers (as defined below) hereby expressly agree to be bound by these Terms & Conditions.

Campaign Period

1. The Campaign commences on **16 July 2022**, at 00:00:00 AM and ends on **15 September 2022**, at 23:59:59 PM (both dates inclusive) (“**Campaign Period**”).

Eligibility

2. Subject to these Terms and Conditions, this Campaign is open to all existing and new Principal Cardmembers (as defined below) of **Maybank Islamic Ikhwan American Express Platinum Credit Card (“Maybank Amex Credit Cards”)** issued by Malayan Banking Berhad (Registration No. 196001000142) and Maybank Islamic Bank Berhad (Registration No. 200701029411) (both collectively referred to as “**Maybank**”) who had successfully registered for the Campaign via short messages service (“**SMS**”) (“**Eligible Customers**”).
3. The following individuals are **NOT** eligible to participate in this Campaign:
 - a. permanent and/or contract employees of Maybank Cards Department (including those of its subsidiaries and related companies); and/or
 - b. any person who has committed or suspected of carrying/committing any misconduct, fraudulent or wrongful acts about their account(s), any facility, and/or any services granted by Maybank.
 - c. Supplementary Maybank Amex Credit Cards Cardmembers (“**Supplementary Cardmembers**”) are not eligible to receive prizes for this Campaign. However, qualified Spend by Supplementary Cardmember(s) under an Eligible Principal Cardmember’s Maybank Cards account(s) will be included/ consolidated in the computation of the Eligible Principal Cardmember’s Qualified Spend.

SMS Registration

4. To be eligible for the Campaign, all principal Maybank Amex Credit Cards (“**Principal Cardmembers**”) are required to register once via SMS using any of the registered telecommunication companies (“**Telco**”) number within the Campaign Period (“**Registration**”) as follows:

SMS: AMEX<space>last 6-digit NRIC /Passport number to 66628 (E.g. AMEX 495105)

5. Eligible Customers must register their participation in the Campaign using the mobile phone number that was registered with Maybank and multiple registrations using the same phone number is prohibited. In the event the information that has been provided by the cardmember does not match with the Maybank database, Maybank reserves the right to reject the registration.

6. Principal Cardmembers shall pay the standard SMS charges levied by their respective Telco service providers for each Registration sent to the designated number “66628” for the Campaign.
7. Principal Cardmembers shall ensure that the details in the Registration sent to “66628” are complete, accurate and within the Campaign Period; failing which, the Registration shall be deemed invalid or unsuccessful.
8. Cancellation and/or any changes made after the Registration which has been successfully sent to “66628” will not be entertained.
9. Proof of SMS sent to “66628” by Principal Cardmembers shall not be considered as being a successful SMS Registration. The SMS Registration is successful when the Eligible Customers receives a confirmation SMS from “66628” and such confirmation SMS will be sent to the same mobile phone number used for the 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 Principal Cardmembers had been confirmed as the Winner (as defined below).
10. Maybank reserves the right to disqualify any Registration sent to “66628” due to reason(s) including, but not limited to duplicate registrations, invalid NRIC/Passport Number, incorrect SMS format, the unsuccessful or delayed transmission of SMS during the Campaign Period and Maybank shall not, in any way, be held liable and/or responsible for such disqualification.
11. Maybank shall not be responsible and does not have any control over the SMS traffic, possible network failures and/or interruptions on the part of the respective Telco or Maybank’s SMS service provider or for any other reason(s) whatsoever during the process of the Registration sent to “66628” or SMS confirmation sent from “66628” to Principal Cardmembers which may result in the delay of the Registration during the Campaign Period.
12. SMS service is provided and supported by the service provider appointed by Maybank.

Campaign Mechanics: Maybank American Express Register, Spend & Earn Cash Back Campaign (Exclusively for Maybank Islamic Ikhwan American Express Card-i)

13. The **Maybank Islamic Ikhwan American Express Card-i** Cardmembers will earn **monthly 8% Cash Back** capped at a maximum of RM80 per month with **e-commerce spending** charged to the card.
14. The Cash Back awarded is based on all **e-commerce** Retail Spend transactions using **Maybank Islamic Ikhwan American Express Card-i** EXCEPT the following:
 - a) Transactions for Maybank EzyCash, Maybank EzyPay Plus, Maybank Ezypay (monthly recurring transaction), Cash Treats, Cash Advance, Balance Transfer, Quasi Cash.
 - b) Payment to JomPay
 - c) FPX transaction – payment to service providers.

- d) Refunded, disputed, unauthorized or fraudulent retail transactions;
- e) Payment for transactions, payment of annual card membership fees, interest/management fee payments, late payment fees, charges for cash withdrawals;
- f) Any other form of service or miscellaneous fees i.e. legal fees, statement reprint request fees etc.
- g) Government Bodies and utilities; and
- h) e-wallets reloads.

Category	Merchant Category Code	Description
Government Services	9211	Court Costs (including Alimony and Child Support)
	9222	Fines
	9223	Bail and Bond Payments
	9311	Tax Payments
	9399	Government Services (Not Elsewhere Classified)
	9402	Postal Services - Government Only
	9405	Intra-Government Transactions
Utilities	4900	1. Electric: TNB, TNB Kiosk, Sabah Electricity, Sesco Sarawak Energy, etc. 2. Gas: Gas Malaysia 3. Sanitary: Indah Water Konsortium Sdn Bhd, etc. 4. Water : Pengurusan Air Selangor Sdn.Bhd-Syabas, Jabatan Bekalan Air, etc

- 15. Cash Back is awarded based on transaction date irrespective of the posting date (eg transaction dated 30 April 2022 posted on 2 May 2022, the Cash Back will be calculated based on 30 April 2022)
- 16. To entitle for Cash Back, the retail transaction must be posted into the account by merchants (not floating).
- 17. Transactions made by the Supplementary card are also entitled to the Cash Back where the spending will be aggregated with Principal Card spending. The Cash Back will be credited to the Principal Card's account.
- 18. Eligible Customers are only required to register once via SMS during the Campaign Period.
- 19. Tracking of the spending and winner selections are based on transaction dates (Malaysian Time) and the time in which the transactions are successfully posted in Maybank's system during the Campaign Period.

Prize Fulfilment

- 20. Prize fulfilment will be carried out within twelve (12) weeks from the end of the Campaign Period. Winners will be notified either in writing or SMS or any other method of communication which Maybank deems appropriate.

Example:

The Campaign ends on 15 September 2022, the fulfilment will be done 12 weeks from 15 September 2022. The fulfilment is expected to be completed latest by 8 November 2022.

21. A message via SMS will be sent to the Winner's mobile phone number which was provided to Maybank at the point of application to notify that he/she has won the Prize.
22. The **Prize(s) will be credited to Winner's Credit Card account**, and it will be the same Credit Card that was utilized for this Campaign.
23. Prize(s) awarded to Winners are non-transferrable or of any kind, whether in part or in full.
24. Maybank reserves the right to disqualify an Eligible Customer from participating in the Campaign and/or from receiving the Prize(s), due to the following:
 - a. where the minimum payment or any amounts due and payable under any of the Eligible Customer's Maybank Credit Card account(s) are not settled on or before its due date.
 - b. if the Eligible Customer's Maybank Amex Credit Card account is cancelled, closed, or terminated by any reason whatsoever, either voluntarily or involuntarily on or before the fulfilment of the Prize(s); and/or
 - c. if the Eligible Customer has committed or is suspected of committing any misconduct, fraudulent or wrongful acts.

Retail Spend

25. "Retail Spend" means the purchase of any goods or services (local or international) with the use of the Maybank Cards and may include, at Maybank's discretion, any card transaction (inclusive e-commerce transactions) as may be determined by Maybank except for the following transactions:
 - a. instalments paid under Maybank's Flexi Payment Plan, Easy Payment Plan transactions registered and commenced before the Campaign Period, Credit Shield Plus, Dial for Cash, Balance Transfer, Balance Transfer via Instalment Plan, eWallets and Cash Advance. Easy Payment Plan transaction is not categorised as "Retail Spend" transaction;
 - b. any disputed, cancelled, refunded, unauthorized or fraudulent purchase transactions;
 - c. payment of annual Maybank Credit Card membership fees;
 - d. interest/management fee/ Management Charge payments, late payment fees, charges for cash withdrawals, any taxes imposed by law and any other form of service/miscellaneous fees; and
 - e. transactions made by the Eligible Customer with any merchant associated with or controlled by them (whether as an employee, employer, shareholder, or director). i.e., transactions by Eligible Customer with any corporation or business entity in which he/she is an employee or employer or works with or has shares or interest in or is a director of.

General Terms & Conditions

26. 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.

27. 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 a minimum of twenty-one (21) days (“day” here shall refer to calendar day) prior notice thereof, the notice of which shall be posted through the Maybank2u website at www.maybank2u.com.my or through any other channel or channels determined by Maybank. It shall be the responsibility of the Eligible Customers to be informed of or otherwise seek out any such notice validly posted.
28. By participating in this Campaign, Eligible Customers agree to access the Maybank2u website at www.maybank2u.com.my regularly to view the terms and conditions herein and seek clarification from Maybank should any of the Terms & Conditions be not fully understood.
29. 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 to be collected, processed, and used by Maybank by the Maybank Privacy Statement, which may be viewed on www.maybank2u.com.my (“Maybank’s Privacy Statement”) and the PDPA Form for Individual Customers.
30. 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 is 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 about the Campaign.
31. Maybank and its officers, servants, employees, representatives and/or agents (including without limitation, any third-party service providers engaged by Maybank for 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.
32. Maybank shall not be liable for any default of its obligation under this Campaign due to any force majeure events which include but are not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any events beyond the reasonable control of Maybank.
33. 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.

34. 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 the Maybank2u website www.maybank2u.com.my.