

Maybank Scan & Pay, Win Your Next Holiday Cross-Border DuitNow QR Campaign 2023

Terms and Conditions

Maybank Scan & Pay, Win Your Next Holiday Cross-Border DuitNow QR Campaign 2023 ("Campaign") is organised by Malayan Banking Berhad (Company Registration No. 196001000142) ("Maybank") and shall be subject to the Terms and Conditions herein. By participating in this Campaign, Eligible Participants (as defined in Clause 2.1 below) hereby expressly agree to be bound by these Terms & Conditions and any decisions made by Maybank in respect of the Campaign shall be final, conclusive and binding.

1. Campaign Period

1.1. This Campaign commences on Friday, 1 December 2023 at 12.00:00 AM (MYT) and will end on 31 January 2024 at 11:59:59 PM (both dates inclusive) for the transactions listed in the Clause 3.5.1 below unless notified otherwise.

2. Eligibility and Platform

- 2.1. This Campaign is open to all individuals who have an active MAE by Maybank2u ("MAE") App and are registered to utilise Scan & Pay ("Scan & Pay"), which is an electronic payment platform utilising Quick Response (QR) codes included as a functionality of the MAE ("Eligible Participants").
- 2.2. The use for Scan & Pay is governed by its Terms and Conditions. The use of Scan & Pay is a primary prerequisite for eligibility in this Campaign.
- 2.3. This Campaign is open to individuals who have attained the age of eighteen (18) years and above with valid identification document(s). For individuals below the age of eighteen (18) years ("Minor"), they must obtain consent from their parents and/or legal guardian in order to participate in this Campaign. The use of MAE is an acknowledgement to Maybank that the Minor has obtained the prior consent of his or her parents and/or legal guardian to participate in this Campaign. These Terms and Conditions will be applicable to and binding upon the parents and/or legal guardian of the Minor as to the same effect as if the parents and/or legal guardian of the Minor was a direct party and agreed to these Terms and Conditions.
- 2.4. The Campaign is applicable only for Scan & Pay transactions made via the MAE app Version 0.8.6 and above downloaded from Google Play Store, Version 3.0 downloaded from Apple App Store and Version 0.7.9 downloaded from Huawei App Gallery and above only ("Campaign Platform")

3. Campaign Mechanics and Conditions

- 3.1. During the Campaign Period, Maybank shall offer the following to all Eligible Participants:
 - 3.1.1. One (1) chance ("Chance(s)") to participate in the Lucky Draw Prizes ("Prize" or "Prizes") per Eligible Transaction with every RM150 minimum spend required with purchases made at all Cross-Border DuitNow QR merchants in Singapore ("NETS"), Thailand ("PromptPay") and Indonesia ("QRIS").
- 3.2. Eligible Participants are required to perform Eligible Transactions as set out in Clause 3.5.1 to earn Chances to win the prizes as set out in Clause 4.5.
- 3.3. The Chance(s) earned to win the Prize will only be valid during the Campaign Period. For clarity, refer to Clause 1.1 for the Campaign Period.
- 3.4. Maybank reserves the right to change or amend the Eligible Transactions and numbers of Chance(s) given to win the Prize with twenty-one (21) calendar days' prior notice to the Eligible Participants.
- 3.5. Eligible Transactions:

3.5.1.

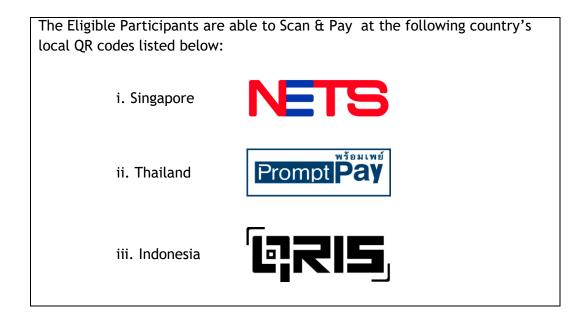
Eligible Transaction

Eligible monetary transactions with every minimum RM150.00 per transaction at the participating country's local QR:

- i. Perform a Cross-Border DuitNow QR transaction via Scan & Pay from Maybank current account, savings account, MAE account, or e-Wallet from the MAE app "Payment Method")
 - Eligible Participants may change their debiting account for Scan & Pay from MAE by selecting the 'Change' button during payment.
- ii. Only Scan & Pay transactions performed via the Campaign Platforms stated in Clause 2.4, shall be eligible for this Campaign.
- iii. For the purpose of the Campaign, participating countries are Singapore, Thailand and Indonesia.

3.5.2. Participating Country's Local QR:

Participating Country's Local QR



3.5.3. Illustration

Scenario		Eligible Chance(s) upon Eligible Transaction	
a	Total purchase minimum value of	One (1) Chance(s) earned.	
	RM150.00, funded from Payment Method stated in Clause 3.5.1.		
b	Total purchase value of RM149.00, funded from Payment Method stated in Clause 3.5.1.	No Chance(s) earned as the transaction does not satisfy the requirements of an Eligible Transaction as per Clause 3.5.1	
е	Total purchase value of RM150.00, transacted using the Maybank2u MY app platform.	No Chance(s) earned as the transaction does not meet Campaign Platform Criteria in Clause 2.4.	

4. Lucky Draw Prizes

4.1. For the avoidance of doubt, the opportunity to earn Chance(s) will only be valid during the Campaign Period and only for Scan & Pay transactions that are funded

- by Maybank current account, savings account, MAE account, or e-Wallet (wallet), transacted via the Campaign Platforms stated in Clause 2.4, and is not valid in conjunction with other promotions, discounts or vouchers.
- 4.2. Eligible Participants stand a Chance(s) to win only one Prize throughout the entire Campaign Period.
- 4.3. To be eligible the Prize, Eligible Participants would need to successfully fulfil the criteria of transactions outlined in Clause 3.5.1
- 4.4. Permanent and contract employees of Virtual Banking and Payments & Strategic Digital department of Maybank are not eligible to participate in the Lucky Draw.
- 4.5. List of Prizes are listed in table below:

Prize	Eligible Transaction period	Number of random winners	Winner Draw Date
 All-expenses-paid trip to Bali for two (worth RM8,500 travel voucher by Travel Company) and 	1 December 2023 - 31 January 2024	5	On or before 29 February 2024
2. RM1,500 credited into the winner's MAE wallet.			
RM8,500 voucher by Apple Vacations Sdn Bhd to be redeemed through email at travelvoucher@applevacations.my			
 All-expenses-paid trip to Bangkok for two (worth RM8,500 travel voucher by Travel Company) and 	1 December 2023 - 31 January 2024	5	On or before 29 February 2024
2. RM1,500 credited into the winner's MAE e-wallet.			
RM8,500 voucher by Apple Vacations Sdn Bhd to be redeemed through email at <u>travelvoucher@applevacations.my</u>			

- 4.6. Where applicable, prizes are awarded randomly based on a probability-weighted mechanism with proprietary operational details that will not be revealed to Eligible Participants or the public at large. Participation in the Campaign shall be construed as consent to the usage of said randomiser program and explicit acceptance of any and all Campaign results it may produce.
- 4.7. The image of the prizes (if any) in any brochure, marketing, or campaign material relating to the Prize is for illustration purposes only.
- 4.8. The Prize does/do not include any accessories or items shown in any advertisements and/or promotional materials as they are for illustrative purposes only.
- 4.9. The Bank accepts no responsibility for any tax responsibilities that may arise from the prizes or the use thereof. Any tax filing obligation or tax payment (if any) due to any tax authority as a result of receipt of the prizes remains the sole responsibility of the Prize winners. It is the responsibility of the Prize winners to seek independent tax advice on the possible tax responsibilities to their financial situations.
- 4.10. The Bank is not the supplier of the prizes and makes no warranty or representation as to the quality, merchantability and/or the fitness for purpose of the prizes provided and shall not be responsible for any defect or any other loss or damage that may be suffered in connection with the prizes. Any dispute over the prizes provided by the merchant should be resolved directly between Prize winners and the merchants.
- 4.11. All Prize winners' names and their IC number (last 4 digits) will be published on Maybank's official Facebook page and the Campaign's promotional page on www.maybank2u.com.my and/or any other method of communication that Maybank may deem appropriate.
- 4.12. All Prize winners' names and their IC number (last 4 digits) will be published on Maybank's official Facebook page and the Campaign's promotional page on www.maybank2u.com.my and/or any other method of communication that Maybank may deem appropriate.
- 4.13. All cost, fees and/or expenses incurred or to be incurred by the Prize winners in relation to the Campaign and/or claiming the Prize, which shall include but not limited to the cost of the transportations, accommodation, meals, personal costs and/or other costs, are the sole responsibility of the Prize winners.
- 4.14. The Prize is valid for 12 months only from the date of voucher issued.
- 4.15. Unless stated otherwise, Prize is (i) not valid in conjunction with other

- promotions or discounts, (ii) non-transferable; (iii) not to be resold or whatsoever; (iv) not exchangeable for cash, refund, replace or whatsoever; (v) not stackable or to be combined with any other offers, promotions or discounts; (vi) not allowed for partial redemption or discount or redemption for any other product items or redemption for other promotions with the voucher codes;
- 4.16. The Bank shall not be liable to any person including the **Winners** and/or be liable to offer replacement of any voucher code, cash or otherwise compensate any winners for expired, invalid, discontinued or cancelled voucher code; discontinued or cancelled travel location or itinerary; fluctuation in travel location price; improper use of, or inability to redeem any voucher code; or the inability to redeem a voucher code due to technical issues.
- 4.17. In the event that the authorised dealer is unable to supply the same voucher as described herein to Maybank due to reasons which include, but are not limited to vendor(s) or country(ies) weather conditions, war, strike, riot or order from the Government of Malaysia, Maybank reserves the right to substitute the Prize with another holiday package of like or similar value as its sole discretion, with twenty-one (21) calendar days prior notice by way of posting on the Maybank Website at www.maybank2u.com.my or any other methods as it deems fit.
- 4.18. Fulfilment of the prizes will be executed within 60 business days of the following month from the winner's selection period or such date(s) as may be determined by the Bank in its discretion.
- 4.19. In the event the Prize winner is unable to attend the Prize giving ceremony at the nearest Maybank branch to the winners' location, he/she will automatically be disqualified and no compensation or arrangement will be made after the Prize giving ceremony.
- 4.20. Prize winners must accept the prize "as it is" and must acknowledge that the Bank shall not be held responsible for the value of the prizes due to the variation of prices in the market during the prizes redemption/collection by them at the time stipulated by the Bank.
- 4.21. In the event that the winner dies after the notification of the Prize winner, the heirs, legal representative, and/or administrator of the deceased may claim the prize within 12 months from the date of the notification, failing which, the Bank has the discretion to deal with the prize including to re-draw and/or elect any other person as the prize winner whichever the Bank considers appropriate.
- 4.22. Maybank reserves the right to substitute any and all of the above-listed prizes with any other item(s) of similar market value.
- 4.23. Eligible Participants shall receive a notification through the Campaign Platform and/or through any other means whichever the Bank considers appropriate

- informing them of their win, the prize won, and any redemption instructions if applicable.
- 4.24. Maybank reserves the right to request for documentation or written proof of identification, age, and place of residence of any or all winners prior to the collection of their Prize(s) for verification to ensure compliance with Terms and Conditions.
- 4.25. Maybank will not ask for any banking details such as credit card/debit card number and bank transaction authorization code (TAC), account password, PIN or one-time password (OTP) for the winners to claim the prize or for any reason whatsoever.
- 4.26. Eligible Participants acknowledge and agree that Maybank reserves the rights to disqualify participation in the Campaign or withdraw any Prizes from the Eligible Participants if:
 - 4.26.1. The Eligible Participant is found or suspected of tampering with the Campaign mechanics or the operation of the Campaign;
 - 4.26.2. The Eligible Participant is found or suspected of undertaking fraudulent activities or other activities harmful to the Campaign;
 - 4.26.3. The Eligible Participant has acted dishonestly or is suspected on reasonable grounds that it has acted or will act dishonestly, either directly or through a third party in connection with his/her participation in the Campaign which has or will increase his/her Chance(s) in winning the prizes;
 - 4.26.4. The Eligible Participant has been disqualified from previous Campaigns organised by Maybank; or
 - 4.26.5. The Eligible Participant is in breach of its obligations or any Terms and Conditions of this Campaign. Notwithstanding the above, Maybank reserves the right to reject any participation without assigning any reasons.
- 4.27. The Bank's decision on all matters relating to the selection of winners and prizes shall be final, conclusive and binding on Eligible Participants, and no further correspondence and/or appeal to dispute the Bank's decision shall be entertained.

5. General Terms & Conditions

5.1. 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.
- 5.2. 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 Participants to be informed of or otherwise seek out any such notice validly posted.
- 5.3. By participating in this Campaign, Eligible Participants agree to access to 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.
- 5.4. By participating in this Campaign, the Eligible Participants 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 Personal Data Protection Act 2010 (PDPA) Form for individual customers. In addition and without prejudice to the terms in the Maybank's Privacy Statement and the Personal Data Protection Act 2010 (PDPA) Form for individual customers, Eligible Participants agree and consent to his/her personal data or information being collected, processed, and used by Maybank for:
 - 5.4.1. the purposes of the Campaign; and
 - 5.4.2. 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 Participants agree to cooperate and participate in all advertising and publicity activities of Maybank in relation to the Campaign.
- 5.5. Maybank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for purposes of this Campaign) shall not be liable to Eligible Participants

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 the any gross negligence or omission by Maybank.

- 5.6. 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.
- 5.7. Maybank may disqualify/reject any Eligible Participants 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.
- 5.8. 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 Participants may choose to e-mail Maybank via the feedback form at Maybank2u website www.maybank2u.com.my