

## **TERMS & CONDITIONS: 'MAYBANK CARDS 2024 DEBIT MERDEKA CAMPAIGN'**

The '**Maybank Cards 2024 Debit Merdeka**' ("**Campaign**") is organized by Malayan Banking Berhad (Registration. No. 196001000142) (referred to as "**Maybank**" throughout the Terms and Conditions herein). By participating in this Campaign, Eligible Cardmembers (as defined in Clause 2 below) hereby expressly agree to be bound by these Terms and Conditions and any decisions made by Maybank in respect of this Campaign shall be final and binding.

### **1. CAMPAIGN PERIOD**

The Campaign commences on **15 August 2024 at 12:00 AM MYT and ends on 15 October 2024 at 11:59 PM MYT**, both dates inclusive ("**Campaign Period**").

### **2. ELIGIBILITY**

2.1 This Campaign is open to all new and existing Card members of Maybank Debit Mastercard or Visa Card(s) (which shall collectively be referred to as "**Debit Cards**") issued by Maybank ("**Cardmembers**") who has successfully registered for the Campaign via Short Messages Service ("**SMS**") according to Clause 3 of this Terms and Conditions.

2.2 For avoidance of doubt, permanent and contractual employees of Maybank (other than employees 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 this Campaign and stand a chance to win (Grand Prize excepted) the Bonus Prize (as listed in clause 5 below).

2.3 For avoidance of doubt:

a) "**New**" cardmembers refers to:

- cardmember who has never become a card member of any of the Debit Cards; or
- cardmember whose Debit Card has been cancelled for more than six (6) weeks prior to the commencement of the Campaign.

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

- a) Cardmembers whose Debit Card account(s) status is delinquent, suspended, cancelled or in breach of any Terms and Conditions of Maybank Card Agreement during the Campaign Period;
- b) Cardmembers who are in default of any facility granted by Maybank at any time;
- c) Cardholders of Maybank Commercial/ Corporate Cards;
- d) Cardholders of Maybank Credit & Charge Card(s) and/or Maybank Prepaid Cards; and
- e) Permanent and/or contract employees of the Cards Marketing Department of Maybank Malaysia and Regional Cards Marketing Department of Maybank.

2.5 "Cardmembers" who fulfill the above mentioned criteria are hereinafter referred to as "**Eligible Cardmember(s)**".

### **3. SMS REGISTRATION (subject Clause 4.1)**

3.1 Registration for the Campaign is done on a one-time basis by using any of the registered telecommunication companies' ("Telco") services and must be made by the Cardmembers within the Campaign Period as below:

Type **MERDEKA** and send to **66628** (E.g. MERDEKA)

- 3.2 Cardmembers must register their participation for the Campaign using the mobile phone number that is registered with Maybank. Multiple registrations using the same mobile phone number are not accepted. In the event the information provided by the Cardmembers during the registration process does not match with Maybank system, Maybank reserves the right to reject the said registration.
- 3.3 To be eligible to participate in the Campaign, Cardmembers with multiple Maybank Cards are only required to register once within the Campaign Period.
- 3.4 Cardmembers shall be responsible to pay the standard SMS charges levied by their respective Telco for each registration sent via SMS to the designated number "66628" under this Campaign.
- 3.5 Cardmembers are responsible to ensure that the details stated in the registration SMS sent to 66628 are complete, accurate and sent within the Campaign Period. Failing which, the registration via SMS will be considered invalid and/or unsuccessful.
- 3.6 Cancellation of registration and/or change of any details in the registration SMS will not be accepted nor will it be entertained after the registration via SMS has been successfully sent to 66628.
- 3.7 Proof of an SMS sent to 66628 by the Cardmember shall not be considered as successful SMS registration, unless the Cardmember receives a confirmation SMS from 66628 and such confirmation SMS which is automatically generated will be sent to the same mobile phone number used for registration, subject to the SMS traffic on the respective Telco's network. The confirmation SMS shall not and never be deemed as notification that the Cardmember has been confirmed as a Winner of any Prize(s).
- 3.8 Maybank reserves the right to disqualify any registration sent to 66628 through SMS due to any reason(s) including, but not limited to, duplicate registration(s), incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period and Maybank shall not, in any way, be liable and/or responsible for such disqualification.
- 3.9 Maybank is not responsible and does not have control over the SMS traffic, network failure 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 registration sent to 66628 via SMS or SMS confirmation sent from 66628 to Cardmembers which may result in the delay of the SMS registration during the Campaign Period.
- 3.10 Maybank's SMS service is provided and supported by the service provider appointed by Maybank.

#### 4. CAMPAIGN MECHANICS AND CONDITIONS

4.1 Upon successful SMS registration, Eligible Cardmembers will need to meet the Qualifying Spend (as shown in Clause 4.2) to earn Qualifying Entries and stand a chance to win prize(s) as set out in Clause 4.3 (“Prize(s)”).

4.2 The details of Qualifying Entries and Qualifying Spend are as follows:

Qualifying Entries	Qualifying Spend
1x Entry	For every RM100 cumulative spend
5x Entries	<ul style="list-style-type: none"> <li>- For new Debit Card issued and with RM100 cumulative spend within a month from card issuance date; or</li> <li>- For every RM100 cumulative online spend; or</li> <li>- For every sign up for auto payment (for example: telecommunication bill which is set as monthly recurring payment)</li> </ul>
10x Entries	<ul style="list-style-type: none"> <li>- For Eligible card members               <ul style="list-style-type: none"> <li>• who add their Debit Card to their e-Wallet* for the first time; and</li> <li>• Make RM100 cumulative top up using their Debit Card within a month from the date of their Debit Card being added to their e-Wallet</li> </ul> </li> </ul> <p>*List of selected / participating e-Wallet platforms are as follows:</p> <ul style="list-style-type: none"> <li>○ Shopee;</li> <li>○ Lazada;</li> <li>○ Grab;</li> <li>○ Boost;</li> <li>○ Touch ‘n Go;</li> <li>○ Setel;and</li> <li>○ BigPay</li> </ul>
Excluded Transactions	Payment to government and charity donations

4.3 Prizes

Prize Category	Prize	Number of Winners
Grand Prize	Smart #3 Pro Electric Vehicle Car	1
Bonus Prize	RM67 Cash Back	2,024
	<b>Total number of Winners</b>	<b>2,025</b>

## 5. SELECTION OF WINNERS

Eligible Cardmembers who has gain qualifying entries stands a chance to be shortlisted by Maybank's randomizer programme as Winners ("**Winners**") of the respective Prizes:

### 5.1 Grand Prize – Smart #3 Pro Electric Vehicle Car

- a) Selection of Grand Prize winner will be carried out after the end of the Campaign Period.
- b) In accordance to the selection sequence of Maybank's randomizer programme, the first shortlisted Eligible Cardmember shall be deemed as the final Grand Prize winner (subject to clause 6.1 below).

### 5.2 Bonus Prize - RM67 Cash Back

- a) Selection of Bonus Prize winner will be carried out after the end of the Campaign Period.
- b) In accordance to the selection sequence of Maybank's randomizer programme, the first 2,024 shortlisted Eligible Cardmembers shall be deemed as the final Bonus Prize winners (subject to clause 6.1 below).
- c) Bonus Prize will be credited to Bonus Prize winner's Debit Card account.

5.3 For this Campaign, each Eligible Cardmember can only win one (1) Prize.

## 6. FULFILLMENT OF PRIZES

- 6.1 At the time of awarding the Prize(s), all Debit Card account(s) of the shortlisted Eligible Cardmembers must not be delinquent, and/or invalid or cancelled. Otherwise, such Eligible Cardmember shall be disqualified from receiving the Prize(s).
- 6.2 Maybank will contact the shortlisted Winner via recorded call. In the event Maybank is unable to contact the shortlisted Winner after three (3) attempts and/or the shortlisted Winner does not wish to accept the Prizes upon being contacted by Maybank, the shortlisted Winner will be deemed to be disqualified from being the Winner of that Prize.
- 6.3 Announcement of the all Winners (e.g. Name and masked Maybank Card Number) shall also be made on Maybank2u's website at [www.maybank2u.com.my](http://www.maybank2u.com.my) and/or Maybank social media within eight to twelve (8-12) weeks from the end of the Campaign Period.
- 6.4 The confirmation letter/email will be sent to the Grand Prize Winners' billing address or email address recorded in Maybank's system within eight to twelve (8-12) weeks from the end of the Campaign Period.
- 6.5 The fulfilment of the Prizes will be done within eight to twelve (8-12) weeks from the end of the Campaign Period.
- 6.6 Maybank shall determine the methods of the Prize giving, including but not limited to, a Prize giving ceremony, or any other methods which Maybank may deem reasonable.
- 6.7 The Grand Prize winner is required to attend the Prize giving ceremony (if any/necessary) and in the event the Grand Prize winner is unable to attend the said ceremony, he/she will

automatically be disqualified and no compensation or arrangement will be made after the Prize giving ceremony.

- 6.8 Maybank has the right to select a substitute Winner for each Winner that is disqualified for reasons stated herein without the obligation to give further notice to the disqualified Winners.
- 6.9 All cost, fees and/or expenses incurred or to be incurred by the Winners in relation to the Campaign and/or the claiming of the Prize(s), which shall include but not limited to the cost for transportations, accommodation, meals, personal costs and/or any other costs, are the sole responsibility of the Winners.
- 6.10 Prize is subject to availability and Maybank reserves the right to substitute the Prize(s) with any other item of similar value.
- 6.11 If there is any dispute or non-receipt of the Prizes, Winners are required to contact Maybank Customer Service at 1300 88 6688 latest by **8 January 2025** to request for an inquiry. No request for any inquiry shall be entertained after **8 January 2025**.
- 6.12 Eligible Cardmembers acknowledge and agree that Maybank reserves the right to disqualify participation of the Campaign or withdraw any Prizes from the Winners if:
- a) The Eligible Cardmember is found or suspected of tampering with the Campaign mechanics or the operation of the Campaign;
  - b) The Eligible Cardmember is found or suspected of undertaking fraudulent activities or other activities harmful to the Campaign; or
  - c) The Eligible Cardmember has been disqualified from previous Campaigns organized by Maybank; or
  - d) The Eligible Cardmember 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.

- 6.13 For the Grand Prize category:
- a) To claim the Grand Prize, the Grand Prize winner is required to register the vehicle with Jabatan Pengangkutan Jalan (JPJ) before the Prize Giving ceremony at his/her own costs and expenses.
  - b) Grand Prize winner shall bear the car registration fee, road tax, takaful/insurance coverage and any other miscellaneous costs relating to the Grand Prize. Maybank shall not be responsible to bear any of the cost on car registration fee, road tax, takaful/insurance coverage and any other miscellaneous costs relating to the Grand Prize.
  - c) Maybank's liability with regards to the Grand Prize is only to pay the purchase price for the same to the dealer. The Grand Prize is non-transferable and non-exchangeable for cash or other kinds, whether in part or in full. Maybank reserves the right to select the colour of the Grand Prize, where applicable. Visual(s) of the Grand Prize used in any advertisement, promotional, publicity and other materials relating to or in connection with the Campaign is/are only for illustration purposes and may not depict the actual colour, model or specifications of the Grand Prize and excludes any optional accessories.

- d) In the event the dealer is unable to supply the same model of the Grand Prize as described herein to Maybank due to any reasons which include, but are not limited to manufacturer's recall or damage, force majeure, lost or stolen during storage and/or delivery, Maybank reserves the right to substitute the Grand Prize with another model of like or similar value at its discretion with prior notice of at least twenty one (21) calendar days before announcement of Grand Prize winner on Maybank website at <https://www.maybank2u.com.my/> or any other methods as it deems fit. However, Maybank bears no responsibility to replace the Grand Prize when it is damaged or stolen after delivery to the Grand Prize winner.
- e) The inclusion of the Grand Prize in this Campaign cannot be construed as any endorsement or recommendation of the Grand Prize by Maybank. For any dispute in relation to quality or warranty of the Grand Prize or any terms and conditions in respect thereof, the Grand Prize winner shall deal with the dealer directly without any recourse to Maybank. Maybank shall not be held liable for any breach of quality or warranty of the Grand Prize or any terms and conditions in respect thereof and shall not entertain any complaints whatsoever in relation with the Grand Prize.
- f) Grand Prize winner shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from the usage of the Grand Prize upon delivery. Maybank shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Grand Prize winner as a result of the use of the Grand Prize upon delivery.
- g) The title to the Grand Prize and any risk of inability to use, loss or damage to the Grand Prize passes to the Grand Prize winner upon the delivery of the Grand Prize or if the Grand Prize is substituted with other model, upon delivery of such model.
- h) Any dispute(s) arising out of the terms and conditions applicable to such Grand Prize must be settled directly by the Grand Prize winner and the dealer. Maybank is not responsible for investigating or resolving any disputes between the Grand Prize winner and the dealer and is not responsible for replacing or cancelling any redemption as a result of such dispute(s).

## **7. ADDITIONAL TERMS**

7.1 SMS sent by Cardmembers to 66628 for registration purpose shall be deemed as consent to participate in the Campaign and be bound by all Terms and Conditions stipulated herein.

7.2 By participating in this Campaign, Eligible Cardmembers/Winners:

- (a) agree that all records of transactions captured by Maybank's system within the Campaign Period based on the local date and time shall be accurate, conclusive and final;
- (b) agree that Maybank's decision on all matters relating to the Campaign shall be final and binding on all Eligible Cardmembers/ Winners. No further appeal or further correspondence will be entertained;
- (c) agree that any reversal of Qualified Spend shall be excluded from the Campaign.
- (d) consent for Maybank to disclose their particulars to third party service provider(s)/ authorized supplier(s) including vendors, suppliers, advertising and promotion agencies engaged by Maybank for contact purposes during and after the Campaign Period;

## **8. GENERAL TERMS AND CONDITIONS**

- 8.1 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, Maybank2u Biz, Maybank2u, or Maybank2e provided the same is not caused by Maybank.
- 8.2 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 Cardmembers to be informed of or otherwise seek out any such notice validly posted.
- 8.3 By participating in this Campaign, Eligible Cardmembers 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.
- 8.4 By participating in this Campaign, Eligible Cardmembers 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 Cardmembers 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 Cardmembers 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).

- 8.5 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 Cardmembers 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.

- 8.6 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.

8.7 Maybank may disqualify/reject any Eligible Cardmembers 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.

8.8 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).