Scan & Pay - Borneo Sonic Music Festival 2024 - RM2 OFF Promo Code Campaign Terms & Conditions



Scan & Pay – Borneo Sonic Music Festival 2024 - RM2 OFF Promo Code Campaign ("**Campaign**") is organised by Malayan Banking Berhad (196001000142) ("**Maybank**") and shall be subjected to the Terms and Conditions herein. By participating in this Campaign, Eligible Customers (as defined in Clause 2.0 below) hereby expressly agree to be bound by these Terms and Conditions and any decisions made by Maybank in respect of the Campaign shall be final, conclusive and binding.

## 1.0 Campaign Period

This Campaign commences on 9 October 2024 at 12.00:00 AM (MYT) and will end on 12 October 2024 at 11:59:59 PM (MYT), both dates inclusive, or until the Total Promo Capping [as stipulated in the table in Clause 3.0 (a) below] is exhausted, whichever is the earlier ("**Campaign Period**"), for the transactions listed in the Clause 3.0 (c) below unless notified otherwise.

## 2.0 Eligibility and Platform

- a) This Campaign is open to all individuals who have an active Maybank Anytime Everywhere ("MAE") App and are registered to utilize Scan & Pay ("Scan & Pay"), which is an electronic payment platform utilizing Quick Response (QR) codes included as a functionality of the MAE by Maybank2u ("MAE app").
- b) The eligibility of users for Scan & Pay is governed by the Terms and Conditions of the respective product. Eligibility for usage of Scan & Pay is a primary prerequisite for eligibility in this Campaign.
- c) 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.
- d) All individual customers who have fulfilled the above criteria will hereinafter be referred to as the "Eligible Customers".
- e) 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.

## **3.0 Campaign Mechanics and Conditions**

a) During the Campaign Period, Maybank shall offer to all Eligible Customers THREE (3) promotional discount of RM2, subject to a minimum spend of RM10 per Eligible Transaction ("Promo") (subject to the terms and conditions provided in the table below) and using the Promo Code "BSMF2" ("Promo Code") via Scan & Pay ("Eligible Transactions").

1	Promo Code	BSMF2
2	Promo Value	Promo of RM2.00 per Eligible Transaction [as defined in Clause 3.0 (b) below]

3	Total Promo Capping	The total Promo is capped at RM30,000 throughout the Campaign Period (hereafter referred to as " <b>Total Promo Capping</b> ")
4	Minimum Qualifying Purchase	RM10.00 per Eligible Transaction
5	Promo limit per user	Three (3) times Promo chance per user throughout the entire Campaign Period, <b>subject to the Total Promo Capping.</b>
6	Payment Method	Scan & Pay from the MAE app only.

 Based on the type of Eligible Transactions performed as set out in the table below, Eligible Customers will receive the Promo throughout the Campaign Period as set out in Clause 3.0 (a) above.

## **Eligible Transaction**

Eligible Transactions is a minimum qualifying purchase of RM10.00 per transaction:

- i. Perform a Scan & Pay transaction from the MAE App ("**Payment Method**") and use the Promo Code, i.e., "BSMF2"
  - The Eligible Customers may change their source of funds for Scan & Pay from the MAE App by selecting the 'Change' button upon payment.
- **ii.** Only Scan & Pay transactions performed via the MAE App, version 0.8.6 and above.

## Illustration:

	Scenario	Eligible Promo upon Eligible Transaction
а	Total purchase value of RM10 with payment made via Scan & Pay from the MAE by Maybank2u MY app, funded from Savings / Current / MAE account and using the Promo Code.	Discount of total value of RM2 will be given as the transaction meets Clause 3.0 (a).
b	Total purchase value of RM8 with payment made via Scan & Pay from the MAE by Maybank2u app, funded from Savings / Current / MAE account and using the Promo Code.	No Promo will be given as the transaction does not meet the minimum qualifying purchase amount as stipulated in Clause 3.0 (a) (4).

С	Total purchase value of RM10 with payment made via Scan & Pay funded from Maybank Debit / Credit Card and using Promo Code.	No Promo will be given as the source of funds selected is Maybank debit / credit card and not as per Clause 3.0 (a) (6).
d	Total purchase value of RM10 with payment made via Scan & Pay from the MAE app, funded from Savings, Current /MAE account but no Promo Code was applied.	No Promo will be given as Promo Code was not applied.
e	Total purchase value of RM10, with payment made via Scan & Pay from the MAE app, funded from Savings / Current / MAE account and using the Promo Code for the 4 <sup>th</sup> time.	No Promo will be given as the customer has reached maximum Promo limit per user, as stipulated in Clause 3.0 (a) (5).

- c) The Scan & Pay transactions can be made from the MAE app via the "PAY" function. By inputting the Promo Code "BSMF2" during the QR payment process in the field 'Promo Code', the Eligible Customers will instantly and automatically receive the discount described in Clause 3.0(a) above which will be deducted from the retail price of their purchase with the participating merchants, subject always to the provision stated herein.
- d) Each Eligible Customer shall only be entitled to use a total of Three (3) times Promotional Discount during the entire Campaign Period, after which, any further attempt(s) to use such promo code for any transactions will be unsuccessful.
- e) In the case where a transaction is processed with the provision of such discount per Clause 3.0 (a) and such transaction occurs with a merchant not listed in Appendix I herein for any reason whatsoever, non-exhaustively including undisclosed or undiscovered technical failure, regardless of whether such transaction was made inadvertently or maliciously, Maybank reserves the right to immediately take appropriate action on the Eligible Customer's account for the invalid amount.
- f) For the avoidance of doubt, the opportunity to obtain the Promo will only be valid during the Campaign Period and only for Scan & Pay transactions that are funded by Maybank current account, savings account, or MAE account, transacted via the MAE app (version 0.8.6 and above only) and is not valid in conjunction with other promotions, discounts, or vouchers.

# 4.0 General Terms & Conditions

a) 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.

- b) 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.
- c) 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 Customers to be informed of or otherwise seek out any such notice validly posted.
- d) By participating in this Campaign, Eligible Customers 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.
- e) By participating in this Campaign, the 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 ("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 Customers agree and consent to his/ her personal data or information being collected, processed, and used by Maybank for:
  - i) the purposes of the Campaign; and
  - ii) 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 as 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.
- f) 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 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.
- g) 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.
- h) 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.
- i) 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