

Foodie Hawker Awards 2024 (“Awards”) Terms & Conditions



Foodie Hawker Awards 2024 (“**Awards**”) is organized by Malayan Banking Berhad (196001000142 (3813-K)) (“Maybank”), Payments Network Malaysia (PayNet) (200801035403 (836743-D)) (“PayNet”) and Good Foodie Media Sdn Bhd (20180102610 (1288123-V)) (“Foodie”) to help to expand Eligible Merchant’s (as defined under clause 2) reach via online presence, and shall be subjected to this Terms and Conditions herein. By participating in this Awards, Eligible Merchants hereby expressly agree to be bound by this Terms and Conditions and any decisions made by Maybank in respect of the Awards shall be final, conclusive and binding.

1.0 Awards Period

The **Awards** commences on 1 July 2024 at 00:01 AM (MYT) until 31 December 2024 at 11:59 PM (MYT) (“**Awards Period**”).

2.0 Eligibility and Platform

- a) This Awards is open to all individual sellers who operate as hawkers (as stipulated in the table below) and registered to utilize Scan & Pay (“**Scan & Pay**”) from Maybank QRPaybiz mobile application (“Maybank QRPaybiz”). Scan & Pay is an electronic payment platform utilizing Quick Response (QR) codes included as a functionality of the Maybank QRPaybiz and MAE by Maybank2u (also known as the MAE app).

Hawker is defined as merchants selling food and/or beverages at the locations below, including but not limited to the following :

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| <ul style="list-style-type: none">● Roadside Stalls● Classic Old Kopitiam (multiple individual stalls inside)● Medan Selera / Food Court / Hawker Centre● Foodtruck (stationary, permanent locations)● Food Stalls inside Pasar Pagi/Malam● Selling at Carboot |
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- 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 Awards.
- c) The Award is not applicable for self-registered sellers for the utilisation of Scan & Pay through Maybank QRPaybiz app.
- d) All individual sellers who have fulfilled the above criteria will hereinafter be referred to as the “**Eligible Merchants**”.

3.0 Awards Mechanics and Conditions

- a) Eligible Merchants who accepted a minimum of 200 transactions via Scan & Pay will be featured on the designated platform under Foodie.asia provided by Foodie (“Designated Platform”).
- b) The terms, rules and conduct governing the voting process shall be created by Foodie.
- c) During the Awards Period, members of Foodie.asia are able to vote for the Eligible Merchants featured on the Designated Platform to be in the running of Foodie Hawker Awards.
- d) Eligible Merchants that receive the highest number of votes under any one of the Awards categories, will be selected as winners (“**Winners**”). Eligible Merchants shall only win once throughout the entire Awards Period.
- e) Award prizes will be given to the Winners as verified by Maybank and Foodie. The prizes are not transferable nor exchangeable.
- f) Maybank, Foodie and PayNet reserves the right to amend, terminate, remove or disqualified Eligible Merchant at any time.
- g) The mechanics and conditions for the voting process and Awards are prepared by Foodie which can be accessed at Foodie.asia. The Eligible Merchants hereby acknowledge and agree that excludes all warranty and/or liability in connection with the awarded prizes and/or Awards. Maybank makes no representation to the operations of the Designated Platform and shall not be held responsible for any loss, damage, or injury in any manner whatsoever suffered by the Eligible Merchants as a result of the participation in the Award including but not limited to matters involving the voting process, Winners selection and the Awards mechanics.

4.0 General Terms and 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 reserves the right to withdraw, cancel, suspend, extend or terminate this Awards 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 Merchants to be informed of or otherwise seek out any such notice validly posted.
- c) By participating in this Awards, Eligible Merchants 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.
- d) By participating in this Awards, the Eligible Merchants 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 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 Merchants agree and consent to his/ her personal data or information being collected, processed, and used by Maybank for:

- I. the purposes of the Awards; 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 responses and related photographs. In this regard, Eligible Merchants agree to co-operate and participate in all advertising and publicity activities of Maybank in relation to the Awards.

*Note: "PDPA" refers to Personal Data Protection Act (2010).

- e) 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 Awards) shall not be liable to Eligible Merchants in this Awards 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 Awards unless caused by any gross negligence or omission by Maybank.
- f) Maybank shall not be liable for any default of its obligation under this Awards 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.
- g) Maybank may disqualify/reject any Eligible Merchant who does not comply with the Terms and Conditions stated herein and/or are found or suspected to be tampering with the Awards and/or its process or the operations of this Awards which includes fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Awards.
- h) 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 Awards, please contact Maybank's Customer Care hotline at 1 300 88 6688 or +603 7844 3696. Alternatively for feedback and/or complaints, Eligible Merchants may choose to e-mail Maybank via the feedback form at Maybank2u website www.maybank2u.com.my. For queries specific to the mechanics of the Awards and the Designated Platform, the Eligible Merchants may also contact Foodie at hi@foodie.my.