<u>Maybank/Maybank Islamic – 'Maybank Visa Spend & Win Olympic Games Paris 2024 in Pavilion KL Campaign' - Terms and Conditions</u>

The 'Maybank Visa Spend & Win Olympic Games Paris 2024 in Pavilion KL Campaign' ("Campaign") is organized by Malayan Banking Berhad (Registration. No. 196001000142) and Maybank Islamic Berhad (Registration No. 200701029411), both collectively 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 from **15 April 2024 at 12:00 AM MYT and ends on 15 May 2024 at 11:59 PM MYT**, both dates inclusive, unless notified otherwise ("Campaign Period").

2. ELIGIBILITY

- 2.1 The Campaign is opened to all new and existing Cardmembers of Maybank and/or Maybank Islamic Visa Credit Card(s) issued by Maybank ("Cardmembers") who have met the spend requirement in Pavilion KL during the Campaign Period.
- 2.2 Permanent and contractual employees of Maybank are not eligible to participate in this Campaign.
- 2.3 For the avoidance of doubt:
 - a) "New" Principal Cardmembers refers to:
 - Those who have never become a Principal Cardmember of any of the Maybank Credit or Debit Cards; or
 - Principal Cardmembers whose Maybank Card(s)-Credit or 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 Maybank 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;
- 2.5 "Cardmembers" who fulfill the abovementioned criteria are hereinafter referred to as "Eligible Cardmember(s)".

3 Campaign Mechanics and Conditions

The details of the Campaign mechanics are as follows:

3.1 Qualifying Entries - Spend to earn Qualifying Entries and win Grand Prize:

i) Qualified Spend (as explained in Clause 3.4) requirement to earn entries ("Qualifying Entries"):

a) Visa Credit Card

| Entry | Qualifying Entry |
|----------|--|
| 1x Entry | Every minimum of RM100 transaction for Dining & Retail* Spend in Pavilion KL (including Maybank/Maybank Islamic 0% EzyPay/-i Instalment Plan i.e. EPP) |

^{*}Not Valid for receipts from ATM machine, banking, car wash, EV charging, money chargers, Mercato, Parkson Elite, utility and deposit payments in Pavilion KL.

ii) Campaign Registration

Maybank Visa Credit Cardmembers who met the spend criteria MUST register on the same day of purchase at Pavilion Privileges Centre, Level 2. Only original receipts will be accepted, duplicated receipts are not eligible. The contest is open to Malaysian and permanent residents only.

*Scenario of spending to earn Qualifying Entries with Maybank Visa Credit Card: -

| Transaction | Total | Remarks | | |
|------------------------------|-------|---------|---|--|
| | Spend | 1x | | |
| | RM | Entry | | |
| Dining at Serai, Pavilion KL | 90 | Х | Not entitled as spend requirement is with | |
| | | | a minimum of RM100 | |
| Shopping at Dior, Pavilion | 150 | 1 | | |
| KL | | | | |
| Shopping at Parkson Elite, | 150 | Х | Not entitled as in the exclusion list | |
| Pavilion KL | | | | |
| Groceries at Mercato, | 100 | Х | Not entitled as in the exclusion list | |
| Pavilion KL | | | | |
| Shopping at Tomei, | 7,000 | 70 | | |
| Pavilion KL with EzyPay | | | | |
| Shopping at Patchi, Pavilion | 200 | 2 | | |
| KL | | | | |
| Total | 7,690 | 73 | | |

- 3.2 Qualifying Spend **shall include** retail and dining transactions in Pavilion KL including Maybank/Maybank Islamic 0% EzyPay/-i Instalment Plan i.e. EPP).
- 3.3 Qualifying Spend **exclude** monthly installment of EzyPay/-i in Pavilion KL that transacted before Campaign Period.

3.4 Split and/or repetitive retail or dining transaction of five (5) times and above in a day from the same merchant(s) in Pavilion KL are disallowed and shall be disqualified.

4 Grand Prize:

| Prize | Card Type | Prize Details | Allocation |
|--|----------------|--|------------|
| 5D/4N 4-star accommodation + flight to watch 3 pre- selected sports events in Olympic Games Paris 2024 (2 pax) | Credit Card | Economy Class Flight ticket to Paris for 2 4-night hotel accommodation at a 4-star chic boutique hotel 3x pre-selected sports events (Badminton, Athletics & Judo) Other facilities include: Airport/Train Station Transfers Daily Breakfast Complimentary Paris Metro Card (Transport to/from Olympic events) Paris Tourist Pass Complimentary Visa Prepaid Card value at 400 Euro Access to Visa Everywhere Lounge at hotel | 1 winner |

- 4.1 Prize EXCLUDES the following and the exclusion list is not exhaustive:
 - a) Any meal, event, and/or activity outside of the scheduled program itinerary;
 - b) Passports and/or travel visas
 - c) Any applicable taxes
 - d) Transportation to and from Kuala Lumpur International Airport (KLIA);
 - e) Travel insurance;
 - f) Hotel Incidentals (including but not limited to Phone, mini bar, room service, wifi charges, laundry services);
 - g) On-site translation services; and
 - h) Any and all applicable taxes.
- 4.2 In the event that there is a travel restriction such as closing of border, flight limitation imposed by either the Government of Malaysia and/or the Government of France during the prize fulfilment period, Maybank has the right to replace the Grand Prize packages to a one off Cash Back arrangement to the winner's Visa Credit Card Account. Cash Back amount will be given at Maybank's discretion.

5 Selection of Grand Prize winner

- 5.1 Based on the Qualifying Entries earned, Eligible Cardmembers shall be shortlisted by Pavilion KL & Maybank will verify the Grand Prize winner before declaring the Grand Prize winner.
- 5.2 The shortlisted Eligible Cardmembers will be contacted by Maybank's representatives at the mobile phone numbers registered or recorded in Maybank's system to participate in the Campaign at any time during office hours.

- 5.3 The shortlisted Eligible Cardmembers will be deemed as winner if he/ she is able to answer the question correctly.
- 5.4 If the shortlisted Eligible Cardmember is not able to answer the question correctly, another Eligible Cardmember will be shortlisted and contacted to answer the question.
- 5.5 In the event the shortlisted Eligible Cardmember is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the shortlisted Cardmember wish to withdraw from the Campaign upon being contacted by Maybank's representative, he/she shall be disqualified from the Campaign.

6 Fulfillment of Prizes

- 6.1 At the time of awarding the Grand Prize, all Maybank Card account(s) of the Eligible Cardmember must not be delinquent, and/or invalid or cancelled. Otherwise, such Eligible Cardmember shall be disqualified from receiving the Prize.
- 6.2 The confirmation letter/email will be sent to the winner's billing address or email address recorded in Maybank's system within four (4) weeks from the end of the Campaign Period.
- 6.3 Announcement of the winner (e.g. Name and masked Maybank Card Number) shall also be made on Maybank2u's website at www.maybank2u.com.my and/or Maybank social media within four (4) weeks from the end of the Campaign.
- 6.4 Prize is subject to availability & Maybank reserves the right to replace the prize with similar value.
- 6.5 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.
- 6.6 The Grand Prize Winner is required to attend the prize giving ceremony (if any/necessary) and in the event the 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.
- 6.7 Maybank reserves the right at its discretion to allow or disallow transfer of prizes to another person/party even without any form of authorization from any of the prize Winners, in the event of any violation of these terms and conditions subsequent to the selection of winner.
- 6.8 The inclusion of the Grand Prize in this Campaign cannot be construed as an 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 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.
- 6.11 All cost, fees and/or expenses incurred or to be incurred by the Grand Prize Winner in relation to the Campaign and/or the claiming of the Prize, which shall include but not limited to the cost for transportations, accommodation, meals, personal costs and/or any other costs, is the sole responsibility of the Winner.

- 6.12 Maybank shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Winner as a result of the use of the Grand Prize.
- 6.13 If there is any dispute or non-receipt of the Grand Prize, Winner is required to contact Maybank Customer Service at 1300 88 6688 latest by **26 May 2024** for an inquiry. No request for any inquiry shall be entertained after **26 May 2024**.

8.0 Additional Terms

- 8.1 By participating in the 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; and
 - (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.
 - (e) authorize Maybank to publish their names, photos taken or other information provided by him/her for current and future advertising and publicity purposes in any advertising or publicity material relating to the Campaign without any compensation;

9.0 General Terms and Conditions

- 9.1 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.
- 9.2 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 Cardmembers to be informed of or otherwise seek out any such notice validly posted.
- 9.3 By participating in this Campaign, Eligible Cardmembers agree to access the 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.
- 9.4 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 ("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 as 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).

- 9.5 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.