

MAE - Borneo Sonic Music Festival Social Media Giveaway

MAE - Borneo Sonic Music Festival Social Media Giveaway (“**Campaign**”) is organised by Malayan Banking Berhad (Registration No.: 196001000142) (“**Maybank**”) and shall be subjected to the Terms and Conditions herein. By participating in this Campaign, Eligible Participants (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 the Campaign shall be final and binding.

1. Campaign Period

- a. This Campaign commences on 6 September 2024 at 4.00:00 PM (MYT) and will end on 13 September 2024 at 11:59:59 PM (both dates inclusive) for the Campaign Mechanic listed in the Clause 3 below unless notified otherwise.

2. Eligibility

- a. This Contest is open to individuals who have an active Maybank2u (M2U) registered account or Maybank Anytime Everywhere by Maybank2u (“**MAE**”) who perform the Eligible Actions (as stated in the ‘Contest Mechanics and Conditions’) in Clause 3.0 (“**Eligible Submission**”) through Maybank's official Facebook (@Maybank) (“**Eligible Platform**”).
- b. All individual participants who have fulfilled the above criteria and have carried out successful Eligible Submission will hereinafter be referred to as “**Eligible Participants**”.
- c. This Contest is open to individuals who are eighteen (18) years of age and above with valid identification documents (IC for Malaysian citizens, Passport for foreigners). For individuals below the age of eighteen (18) years (“minor”), they must obtain consent of their parents and/or legal guardian in order to participate in this Contest. The use of the MAE app and MAE account is an acknowledgement to Maybank that the minor has obtained the prior consent of his or her parents and/or legal guardian. These Terms and Conditions will be applicable to their parents and/or legal guardian in substitution of the applicability of these Terms and Conditions on the minor.
- d. Despite the above, under no circumstances shall any of the following persons be considered as Eligible Participants for the purposes of this Campaign:
 - i. Employees of Maybank (including its subsidiaries and related companies), which shall include but not be limited to all Maybank branches, Trade Auto Finance Centres, and SME Centre employees.

3. Campaign Mechanics and Conditions

- a. There will be a posting on the Maybank Official Page about this Campaign, the eligible participants will need to perform the following action to be in the running in this campaign.
 - i. Like the particular social media post
 - ii. Share the post and ensure the posting set to be public
 - iii. Tag 3 friends who you want to go to the festival with in the comment section and hashtag #ItsGottaBeMAE
- b. Eligible participants are allowed to join as many times as they want by tagging different friends in the comment under the same posting from Maybank.

4. Campaign Prize (“Prize”)

There will be a total of 20 winners for this campaign, and each winner will receive 4 tickets to the Borneo Sonic Music Festival.

a. The Winner Selection:

The winners will be selected from the pool of eligible participants who meet the campaign criteria outlined in Clause 3.0. The winner selection process will be conducted using a randomiser.

b. Prize Details:

- i. The prize for each winner will be 4 Borneo Sonic Music Festival Tickets.
- ii. The prize is not refundable, not transferable, and cannot be exchanged for cash.

c. Winner Notification:

- i. Winner will be notified within 14 working days after the campaign period.
- ii. Winners will receive a reply from Maybank on their comment on social contest post via the Eligible Platform and the Winners will need to send a direct message to Maybank Facebook page for verification before the prizes are fulfilled to the Winners.
- iii. Eligible Participants must ensure their direct messages are public on Facebook for Maybank to contact winners directly.
- iv. In the event that Maybank is unable to reach the shortlisted Winner within seven (14) working days, including but not limited to, no reply from direct message, no confirmation on the verification, the shortlisted Winner will be automatically disqualified and Maybank reserves the right to proceed with forfeiting the prizes for the said shortlisted Winner.
- v. Maybank's decisions are final and no correspondence thereon will be entertained after the Winner's announcement has been made.
- vi. The Winner's name and his or her 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.
- vii. In the event that Maybank is unable to contact the winner after 3 (three) phone call attempts, Maybank reserves the right to contact the next shortlisted winner.

d. Prize Fulfilment:

- i. Winners will receive their prize via email from the Maybank team after the verification is done from the Maybank team.
 - ii. The distribution of the prize is final and cannot be modified without the consent of Maybank.
- e. In the event that the Winner dies after the notification of the Winner, the heirs, legal representative, and/or administrator of the deceased Winner may claim the Prize within 14 days from the date of the notification, failing which, Maybank has the discretion to deal with the Prize including to re-draw and/or elect any other person as the Prize Winner whichever Maybank considers appropriate.
- f. Maybank reserves the right to request for any documentation or written proof of identification, age, and place of residence of the Eligible Customers for verification purposes to ensure compliance with the Terms & Conditions.
- g. Maybank will not ask for any banking details such as credit/debit card number and bank Transaction Authorization Code (TAC), account password, PIN or one-time password (OTP) from the Winners to claim the Prize. The Winners acknowledge and agree that Maybank reserves the rights to disqualify their participation in this Campaign or clawback any Prize from the Winners if:

- i. the Winner is found or suspected of tampering with the Campaign Mechanics or the operation of the Campaign;
 - ii. the Winner is found or suspected of undertaking fraudulent activities or other activities that are harmful to the Campaign; or
 - iii. the Winner is in breach of his or her obligations or any Terms and Conditions of this Campaign.
- Notwithstanding the above, Maybank reserves the right to reject any participation or the Winners at its reasonable discretion without assigning any reasons.

- h. Maybank will NOT provide any replacement or substitute Prizes if the Winner rejects the Prizes sent and /or request for alternative option(s).
- i. Prizes awarded to the Winners are non-transferable and non-exchangeable for cash or other kinds, whether in part or in full.
- j. In the event that the Winner fails to do the prize distribution within the 45 business days from the winner announcement, or fails to comply with any Terms and Conditions of this Campaign, Maybank reserves the right to forfeit the Prizes or there will be no winner.
- k. Maybank 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 winner. It is the responsibility of the winner to seek independent tax advice on the possible tax responsibilities to their financial situations.
- l. All Eligible Participants shall be personally liable for all taxes, rates, government fees or any other charges that may be levied against them, under the applicable laws, if any.

5. 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 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.
- c. By participating in this Campaign, Eligible Customers 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.
- d. By participating in this Campaign, 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 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 Customers agree and consent to his/her personal data or information being collected, processed and used by Maybank for:

- i. the purposes of this 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 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 this Campaign.
*Note: "PDPA" refers to the 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 the 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.
 - f. 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.
 - g. Maybank may disqualify/reject any Eligible Customer who does not comply with the terms and conditions stated herein and/or are found or suspected to be tampering with this 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 this Campaign.
 - 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 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.