Spend and Win Luxury Watches Campaign - Terms and Conditions

The **"Spend and Win Luxury Watches Campaign"** ("**Campaign**") is organized by Malayan Banking Berhad (Registration. No. 196001000142) ("**MBB**") and Maybank Islamic Bank Berhad (Registration No. 200701029411) ("**MIB**") (MBB and MIB shall both collectively referred to as **"Maybank**"). By participating in this Campaign, Eligible Cardmembers (as defined in Clause 2 below) hereby expressly agree to be bound by these Terms & Conditions and any decisions made by Maybank in respect of this Campaign shall be final and binding.

1. CAMPAIGN PERIOD

The Campaign commences from **1 October 2024 at 12:00 AM MYT** and expires on **31 January 2025 at 11:59 PM MYT**, both dates inclusive ("Campaign Period").

2. ELIGIBILITY

- 2.1 This Campaign is open to all eligible cards mentioned below:
 - 2.1.1 American Express Platinum Credit Card
 - 2.1.2 American Express Platinum Charge Card
 - 2.1.3 American Express Gold Charge Card
 - 2.1.4 American Express Green Charge card
 - 2.1.5 Singapore Airlines KrisFlyer American Express Platinum Credit Card
 - 2.1.6 Singapore Airlines KrisFlyer American Express Gold Credit Card
 - 2.1.7 Maybank 2 Cards Reserve American Express Card
 - 2.1.8 All Maybank & Maybank Islamic Visa Infinite Cards
 - 2.1.9 All Maybank & Maybank Islamic World Elite Mastercard
 - 2.1.10 Visa Signature Card (not inclusive of Visa Signature Barcelona card)

The above mentioned eligible cards will be collectively referred as "Maybank Card".

- 2.2 The Campaign is opened to all new and existing principal cardmembers of Maybank Card who are in good credit standing as may be determined by Maybank. Supplementary cardmembers' card spend will be accumulated and consolidated to the principal cardmembers' card spend. Spend can be accumulated on all Maybank Cards of the Eligible Cardmembers (as defined herein) who owned multiple Maybank Card.
- 2.3 For avoidance of doubt, permanent and contractual employees of Maybank (other than from Cards Marketing Department of Maybank and Regional Cards Marketing Department of Maybank) are eligible to participate in the Campaign and stand a chance to win the Prize.
- 2.4 For avoidance of doubt:
 - a) "new" principal cardmembers refers to:
 - Those who have never become a principal cardmember of any of the Maybank Cards; or
 - Principal cardmembers whose Maybank Card(s) has been cancelled for more than six (6) weeks prior to the commencement of the Campaign.

- 2.5 The following persons are **NOT eligible** to participate in the Campaign:
 - 2.5.1 Cardmembers whose Maybank Card account(s) status is delinquent, suspended, cancelled or in breach of any Terms and Conditions of Maybank Cards Agreement during the Campaign Period;
 - 2.5.2 Cardmembers who are in default of any facility granted by Maybank at any time;
 - 2.5.3 Cardmembers of Maybank Commercial/ Corporate Cards;
 - 2.5.4 Cardmembers of Maybank Prepaid Cards; Credit;
 - 2.5.5 Permanent and contract employees of the Cards Marketing Department of Maybank Malaysia and Regional Cards Marketing Department of Maybank;
 - 2.5.6 Employees of Maybank's business partners including advertising and promotion agencies, vendors, suppliers and any other persons involved in organizing, promoting and/or conducting the Campaign;
 - 2.5.7 Persons who are or have become insane, , insolvent or have legal proceedings of any nature instituted against them prior to the end of the Campaign Period; and/or
 - 2.5.8 Any other persons as Maybank may decide to exclude with valid reason(s) with notice.
- 2.6 Cardmembers who fulfill the above criteria will hereinafter be referred to as "Eligible Cardmembers".

3 CAMPAIGN MECHANICS & CONDITIONS

- 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 Principal Cardmember within the Campaign Period as below:
 - 3.1.1 For Malaysian Principal Cardmembers, SMS LUXSPEND<space>last six digits of NRIC Number without spacing and send to 66628 (e.g. LUXSPEND 106658); or
 - 3.1.2 For non-Malaysian Principal Cardmembers, SMS LUXSPEND<space>last six digits of Passport Number without spacing and send to 66628 (e.g. LUXSPEND 123456)
- 3.2 Eligible Cardmembers must register their participation for the Campaign using the mobile phone number that was registered with Maybank and multiple registration using the same phone number will not be accepted. In the event that the information provided by the Cardmember does not match Maybank's database, Maybank reserves the right to reject the registration.
- 3.3 Principal Cardmembers with multiple Maybank Cards are only required to register once within the Campaign Period to be eligible to participate in the Campaign.
- 3.4 Eligible Cardmembers shall be responsible to pay the standard SMS charges levied by their respective Telco service providers for each registration SMS sent to the designated number "66628" under the Campaign.
- 3.5 Eligible Cardmembers are solely 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 SMS will be deemed invalid 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 SMS has been successfully sent to "66628".
- 3.7 Proof of SMS sent to "66628" by the Eligible Cardmembers shall not be considered as successful SMS registration unless the Eligible Cardmember receives a confirmation SMS from "66628". Such confirmation SMS will be sent to the same mobile phone number used for registration subject to the SMS traffic at the respective Telco's network. The confirmation SMS is automatically generated to confirm receipt of a successful registration and shall not be deemed as notification that the Eligible Cardmember has been confirmed as a Winner (as defined below).
- 3.8 Maybank reserves the right to disqualify any registration SMS sent to "66628" due to reason(s) including, but not limited to duplicate registration, invalid last 6-digit NRIC/passport number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period without the obligation to state the reason and shall not be liable for such disqualification.
- 3.9 Maybank is not responsible nor does Maybank has any control on the SMS traffic, network failure and/or interruptions on the part of the respective Telco or Maybank's SMS vendor or for any other reason(s) whatsoever during the process of registration SMS sent to "66628" or confirmation SMS sent from "66628" to Eligible Cardmembers which may result in the delay of the SMS registration during the Campaign Period.
- 3.10 SMS service is provided and supported by the service provider appointed by Maybank, i.e. Macro Kiosk Berhad 199201005212(236716-T).
- 3.11 SMS sent by Eligible Cardmembers to 66628 for registration purpose shall be deemed as consent to participate in the Campaign.
- 3.12 Upon successful SMS registration, Eligible Cardmembers will need to meet the spending requirement ("Qualified Spend") in order to earn Qualifying Entries and stand to win Prizes in the manner as illustrated in item 4.
- 3.13 Qualified Spend shall include retail and online purchases transacted locally and internationally, Auto PayBills, auto-reload for Maybank Touch n' Go Zing Card(s), 0% EzyPay/-i Instalment Plan ("EzyPay/-i") performed via Maybank Card(s) during the Campaign Period based on local transaction time and for the avoidance of doubt, EzyPay/-i shall be treated as Qualified Spend based on the full transaction amount and all overseas transactions in foreign currency shall be converted into Ringgit Malaysia (RM) based on Maybank's prevailing in-house exchange rate.
- 3.14 Qualified Spend shall exclude monthly installment of EzyPay/-i, EzyPay/-i Plus, cash advance, balance transfer, fund transfer, outstanding balance, reversals, fees and charges imposed by Maybank.
- 3.15 Split and/or repetitive retail transaction of five (5) times and above in a day from the same merchant(s) are disallowed and shall be disqualified.

- 3.16 Computation of the total Qualified Spend will be based on Qualified Spend transacted with valid Maybank Card(s) issued under the same Eligible Cardmember throughout the Campaign Period.
- 3.17 Qualified Spend by a Supplementary Cardmember under an Eligible Principal Cardmember's Maybank Cards account(s) will be included in the computation of the Eligible Principal Cardmember's Qualifying Spending.
- 3.18 The minimum entry for each Eligible Cardmembers is one (1) entry and no maximum entry for this Campaign.

4 PRIZES

4.1 Details of the prizes and minimum eligibility criteria to participate in this Campaign ("Prize") is set as below: -

Prize	Spend Duration	Minimum Eligibility Criteria	Total Winners			
Win luxury watches from an array of exquisite branded timepieces.	1 October 2024 – 31 January 2025	 Minimum spend as set below within the Campaign Period to participate in this Campaign. Spend a minimum of RM38,000 monthly to be one of the 8 monthly winners in 4 months. Spend a minimum of RM388,000 throughout the Campaign Period to be one of the 5 grand prize winners. 	37			
Total Allocation						

Entries	Qualifying Entry
1X	Local spend of RM38,000 monthly or RM388,000 during
	Campaign Period
2X	Local spend of RM38,000 monthly or RM388,000 during Campaign Period
	with either Maybank 2 Cards Reserve American Express [®] Card,
	Mercedes-Benz Visa Infinite and/or World Elite Mastercard only
5X	Overseas spend of RM38,000 monthly or RM388,000 during
	Campaign Period

As illustrated below:

No	Month	Qualifying Entry	Winners	Minimum Spend Requirement
1	Oct	1x	8	Monthly spend criteria minimum of RM38,000
2	Nov	1x	8	Monthly spend criteria minimum of RM38,000
3	Dec	1x	8	Monthly spend criteria minimum of RM38,000
4	Jan	1x	8	Monthly spend criteria minimum of RM38,000
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5	Oct – Jan 2025	1x	(5	Grand Prize Total accumulative 4 months spend of RM388,000		
5X GRAND PRIZES		ZES	5 winners to win a luxury watch with a cumulative spend of RM388,000 throughout the Campaign Period.				
8X MONTHLY PRIZES		8 winners each month to win a luxury watch with a cumulative spend of RM38,000 monthly.					

5 SELECTION OF WINNER(S)

Based on the Qualifying Entries earned, Eligible Cardmembers stand a chance to win the Prizes, after being shortlisted by Maybank's randomizer program ('Winner').

- 5.1 Prize
 - 5.1.1 Selection will be carried out after the end of the Campaign Period (after 31 January 2025).
 - 5.1.2 Based on the Qualifying Entries earned, Eligible Cardmembers shall be shortlisted by Maybank's randomizer programme for the respective Prizes.
 - 5.1.3 In accordance to the selection sequence of Maybank's randomizer programme, 37 winners shortlisted Eligible Cardmembers shall be deemed as the final Winners (subject to clause 6.1 below).
- 5.2 Each Eligible Cardmembers is entitled to win one monthly prize and also have a chance to win the Grand prize (subject to spend requirement for the Grand prize) in 4 months (throughout Campaign Period).

6 FULFILLMENT OF PRIZES

- 6.1 At the time of awarding the Prizes, 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 Prizes.
- 6.2 The selected Eligible Cardmembers will be contacted by Maybank (at the latest telephone numbers furnished to Maybank as shown in Maybank's record) at any time during office hours.
- 6.3 In the event Maybank is unable to contact the selected Eligible Cardmember after (3) attempts and/or the selected Eligible Cardmember does not wish to participate in the Campaign upon being contacted by Maybank or its appointed representatives, the selected Eligible Cardmember will be deemed to be disqualified from the Campaign.
- 6.4 The confirmation letter/email will be sent to the Winners' billing address or email address recorded in Maybank's system within six (6) to eight (8) weeks from the end of the Campaign Period.

- 6.5 Announcement of the Winners (e.g. Name and partially masked NRIC) shall also be made on Maybank2u's website at <u>www.maybank2u.com.my</u> within six (6) to eight (8) weeks from the end of the Campaign Period.
- 6.6 The fulfilment of the Prizes will be done within six (6) to eight (8) weeks from the end of the Campaign Period.
- 6.7 Prize is subject to availability & Maybank reserves the right to replace the Prize with similar value.
- 6.8 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.
- 6.9 The 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.
- 6.10 Maybank reserves the right to publish and display the names and addresses of the selected Winners, photographs and audio and/or visual recording for any mass media or marketing materials for advertising and publicity purposes without compensation or notice to the Winners.
- 6.11 At the time of awarding the Prize, all Maybank Card account(s) of the Winners must not be delinquent, and/or invalid or cancelled; otherwise he/she shall be disqualified from receiving the Prize of the Campaign.
- 6.12 The type and brand of luxury watches to be awarded as prizes of the Campaign shall be determined solely by Maybank. Maybank reserves the right to substitute any prize with another of equal or greater value at its discretion.
- 6.13 Maybank shall not be responsible for any warranties or guarantees associated with the watches awarded as prizes. All warranties, if any, are provided solely by the manufacturer or retailer of the watches. Eligible Cardmembers who have been selected as Winners acknowledge and agree that Maybank is not liable for any defects, malfunctions, or dissatisfaction with the watches received as prizes.
- 6.14 Images of the Prizes shown and used in the advertisement/marketing materials are purely for illustration purposes only. Maybank shall not be liable for any default of its obligation under this Campaign where the images of reward in the advertisement materials may not depict the actual color, model or specification.
- 6.15 The Prizes are not transferable and/or exchangeable for up-front cash or credit of any kind, whether in part or in full.
- 6.16 All cost, fees and/or expenses incurred or to be incurred by the Prize Winners 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, are the sole responsibility of the Prize Winners.

6.17 If there is any dispute or non-receipt of the Prize, Winners are required to contact Maybank Customer Service at 1300 88 6688 latest by **1 April 2025** to request for an inquiry. No request for any inquiry shall be entertained after **1 April 2025**.

7 ADDITIONAL TERMS

- 7.1 By participating in the Campaign, Eligible Cardmembers/Winners:
 - a) agree to be bound by the Terms and Conditions contained in this document;
 - b) 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;
 - c) 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;
 - d) agree that any reversal of Qualified Spend shall be excluded from the Campaign; and
 - e) 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;
 - f) authorize Maybank to publish their names, photos taken or other information provided by him/her for current & future advertising and publicity purposes in any advertising or publicity material relating to the Campaign without any compensation; and
 - g) agree to access Maybank2u at www.maybank2u.com.my to view the Terms and Conditions and are deemed to have agreed to it and with any changes or any of the Terms and Conditions be not fully understood; shall not be entitled to claim for and waive rights to any compensation against Maybank nor any of its officers.

8 GENERAL TERMS & 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 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 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 ("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).

- 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.