

Maybank BBSME Cheque Reduction Campaign 2018 (“Campaign”) - “Terms and Conditions”

This Campaign is organised by Malayan Banking Berhad (“Maybank”). By participating in this Campaign, the Eligible Customers hereby expressly agree to be bound by these Terms & Conditions and the decisions made by Maybank. This Campaign commences from 1st August 2018 to 31st January 2019 (“Campaign Period”).

1. Definition

| | |
|------------------------|--|
| “Campaign” | means Maybank BBSME Cheque Reduction Campaign 2018 |
| “Campaign Period” | means the period from 1 Aug 2018 until 1 January 2019, both dates inclusive. |
| “Maybank” | means Malayan Banking Berhad, a company incorporated in Malaysia and having its registered office at 14th Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur. |
| “Eligible Customer(s)” | means Small Medium enterprises (SME) as defined in Bank Negara Malaysia (BNM) Circular on New Definition of Small Medium Enterprises (SMEs). For avoidance of doubt, the customer’s Business Banking (BB) or SME status will be as per Maybank’s records. |
| “Account(s)” | means Maybank Business Current Account(s) opened and maintained by the Eligible Customer(s) with Maybank. |
| “Cheque Issuance Date” | means the date stated on the cheque issued by the Eligible Customer(s) |
| “Rewards” | means the rewards as set out in Clause 4(d) below. |
| “Baseline” | means average past 3 months before Campaign Period. |
| “ePayment” | means any online transaction made via M2U, M2U Biz and M2e channel |

2. Participating Criteria

To participate in this Campaign, all of the following conditions must be fulfilled by the Eligible Customer(s):

- a. Open to existing (i) all BB segment customers and (ii) selected SME segment customers ie Sole Proprietorship, Partnership, Professional, Private Limited Company, Limited Company, Co-operative/Club, Society & Embassy only. Public listed and Trustees accounts are not eligible.
- b. Hold a Business Current Account maintained with Maybank in Malaysia. Account status must be active during the Campaign Period.
- c. Have Online Banking services (e.g. M2u/M2u Biz/M2e/RCMS)
- d. Fulfil the Qualifying Criteria set out in Clause 3 of these Terms and Conditions.

Hereinafter collectively referred to as the “Participating Criteria”.

3. Campaign period

- a. The Campaign is divided into 2 phases :
 - (i) Phase 1 : 1 Aug 2018 to 31 Oct 2018 (both dates inclusive)
 - (ii) Phase 2 : 1 Nov 2018 to 31 Jan 2019 (both dates inclusive)

4. Qualifying Criteria

- a. Enrolment to the campaign is automatic based on fulfilling the qualifying criteria within each phase of the Campaign Period.
- b. The Eligible Customer(s) shall fulfil the following qualifying criteria:
 - i. Achieve a minimum 20% cheque reduction vs Baseline
 - ii. Must have minimum # ePayment via Online Banking made via M2U, M2U Biz or M2e platform
- c. Winners will be selected based on the following criteria, with 2 category of rewards:
 - i. Tier 1 - highest number in cheque reduction and fulfil condition 1 & 2 below

| Condition 1 Minimum Target (%) | Condition 2 No. of e-Payment |
|--|---|
| <ul style="list-style-type: none">• Min 20% cheque reduction based on past 3 month total cheque issued• (e.g. May/Jun/Jul'18 vs Aug/Sep/Oct'18) | SME customer <ul style="list-style-type: none">• For Sole proprietor & Partnership with minimum 10 e-Payments• For Professional, Private Limited Company, Limited Company, Co-operative/Club, Society & Embassy with minimum 30 e-Payments BB customer <ul style="list-style-type: none">• For Sole proprietor & Partnership with minimum 10 e-Payments• For others except Non-Sole Proprietor & Non-Partnership with minimum 30 e-Payments |

Table 1 - Eligible Criteria Tier 1

- ii. Tier 2 - random selection based on entries and fulfil condition 1,2 and 3 below

| Condition 1 Minimum Target (%) | Condition 2 No. of e-Payment | Condition 3 No. of Cheque Reduction within 3M Period | No. of Entries Earn |
|---|--|--|---------------------|
| <ul style="list-style-type: none"> Min 20% cheque reduction based on past 3 month total cheque issued (e.g. May/Jun/Jul'18 vs Aug/Sep/Oct'18) | SME customer <ul style="list-style-type: none"> For Sole proprietor & Partnership with minimum 10 e-Payments For Professional, Private Limited Company, Limited Company, Co-operative/Club, Society & Embassy with minimum 30 e-Payments BB customer <ul style="list-style-type: none"> For Sole proprietor & Partnership with minimum 10 e-Payments For others except Non-Sole Proprietor & Non-Partnership with minimum 30 e-Payments | 1 - 20 pcs | 1x |
| | | 21 - 50 pcs | 2x |
| | | 51 - 100 pcs | 3x |
| | | 101 - 500 pcs | 4x |
| | | 501 - 1,000 pcs | 5x |
| | | > 1,000 pcs | 6x |

Table 2 - Eligible Criteria Tier 2

- d. The rewards for Campaign as follows :-

| Category | Winner Selection | Phase 1 Aug'18 - Oct'18 | Phase 2 Nov'18 - Jan'19 |
|----------|--|----------------------------|----------------------------|
| Tier 1 | Top 20 customers with the highest number in cheque reduction | RM 2,000 x 20 Company | RM 2,000 x 20 Company |
| Tier 2 | 40 customers and selection by randomizer | RM 500 x 40 | RM 500 x 40 |

Table 3 - Rewards

- e. Illustration of number of entries earned based on the following scenario:
(Company Type : Sole Proprietor)



| Baseline 1/5/2018 - 31/7/2018 | Phase 1 1/8/2018 - 31/10/2018 | Phase 2 1/11/2018- 31/1/2019 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---|----------|-----|-----------|-----|-----------|-----|--------------|--------------|-----------------------|------------------------|---|--------|---------------|-------------|-----|----------------|-----|--------------|-----|--------------|-------------|-----------------------|-----------------------|--|--------|---------------|----------|-----|----------|-----|----------|-----|--------------|------------|-----------------------|----------------------|
| Number of cheque issued within this period will be baseline for comparison | To compare total cheque issued from 1 August 2018 to 31 October 2018 with Baseline | To compare total cheque issued from 1 November 2018 to 1 January 2019 with Baseline | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <p style="text-align: center;"><u>Example:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #D3D3D3;">Period</th> <th style="background-color: #D3D3D3;">Cheque Volume</th> </tr> </thead> <tbody> <tr><td>May 2018</td><td>500</td></tr> <tr><td>June 2018</td><td>350</td></tr> <tr><td>July 2018</td><td>400</td></tr> <tr><td>Total</td><td>1,250</td></tr> <tr><td>Average per month (A)</td><td>1,250 / 3 months = 417</td></tr> </tbody> </table> | Period | Cheque Volume | May 2018 | 500 | June 2018 | 350 | July 2018 | 400 | Total | 1,250 | Average per month (A) | 1,250 / 3 months = 417 | <p style="text-align: center;"><u>Example:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #D3D3D3;">Period</th> <th style="background-color: #D3D3D3;">Cheque Volume</th> </tr> </thead> <tbody> <tr><td>August 2018</td><td>400</td></tr> <tr><td>September 2018</td><td>300</td></tr> <tr><td>October 2018</td><td>300</td></tr> <tr><td>Total</td><td>1000</td></tr> <tr><td>Average per month (B)</td><td>1000 / 3 months = 333</td></tr> </tbody> </table> | Period | Cheque Volume | August 2018 | 400 | September 2018 | 300 | October 2018 | 300 | Total | 1000 | Average per month (B) | 1000 / 3 months = 333 | <p style="text-align: center;"><u>Example:</u></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="background-color: #D3D3D3;">Period</th> <th style="background-color: #D3D3D3;">Cheque Volume</th> </tr> </thead> <tbody> <tr><td>Nov 2018</td><td>200</td></tr> <tr><td>Dec 2018</td><td>200</td></tr> <tr><td>Jan 2019</td><td>350</td></tr> <tr><td>Total</td><td>750</td></tr> <tr><td>Average per month (C)</td><td>750 / 3 months = 250</td></tr> </tbody> </table> | Period | Cheque Volume | Nov 2018 | 200 | Dec 2018 | 200 | Jan 2019 | 350 | Total | 750 | Average per month (C) | 750 / 3 months = 250 |
| Period | Cheque Volume | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| May 2018 | 500 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| June 2018 | 350 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| July 2018 | 400 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | 1,250 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Average per month (A) | 1,250 / 3 months = 417 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Period | Cheque Volume | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| August 2018 | 400 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| September 2018 | 300 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| October 2018 | 300 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | 1000 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Average per month (B) | 1000 / 3 months = 333 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Period | Cheque Volume | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Nov 2018 | 200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Dec 2018 | 200 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Jan 2019 | 350 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total | 750 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Average per month (C) | 750 / 3 months = 250 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Number of cheque reduction per month | $= B - A$ $= 333 - 417$ $= - 84$ | $= C - A$ $= 250 - 417$ $= - 167$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Percentage of Reduction | $= (B - A) / A$ $= - 84 / 417$ $= - 20\%$ | $= (C - A) / A$ $= - 167 / 417$ $= - 40\%$ | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| No of e-payment | 12 | 40 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| No of entries earned | 3X | 4X | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

Table 3 - Illustration for Cheque Reduction Calculation

5. Rewards & Fulfilment

- a. The Rewards will be credited into the Eligible Customer(s)'s Account within two (2) month after the end of the Campaign Period.
- b. After the Campaign Period has ended, even if the Eligible Customer(s) meets the Participating Criteria, no Rewards will be given thereafter.
- c. At the time when Maybank credits the Reward into the Eligible Customer(s)' Account, the Eligible Customer(s)' Account MUST NOT be closed, suspended, terminated, frozen, delinquent, invalid or cancelled, otherwise the Eligible Customer(s) will be disqualified from participating in this Campaign and will not be entitled to receive the Rewards under this Campaign.
- d. Eligible Customer(s) can win only 1 prize within the Campaign period.
- e. Maybank will not entertain any request from any Eligible Customer(s) or any other person to credit the Rewards to the Eligible Customer(s)' other accounts or third party's accounts, whether or not held with Maybank or any other banks.

6. General Terms and Conditions

- a. Maybank shall not be responsible or held liable in any manner whatsoever in respect of technical failures of any kind whatsoever, intervention, interruptions and/or electronic or human error in the administration and/or processing of the transaction performed via the website and/or the determination of the Eligible Customers' eligibility for the Prize
- 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 prior notice thereof, the notice of which shall be posted through Maybank2u website at www.maybank2u.com or through any other channel or channels that Maybank may deem as appropriate.
- c. By participating in this Campaign, Eligible Customers agree to access to Maybank website at www.maybank.com.my on a regular basis to view the terms and conditions herein and to ensure that they are kept-up-to-date with any changes or variations made to the terms and conditions herein.
- d. For the avoidance of doubt, the alteration, shortening, cancellation, suspension or termination by Maybank shall not entitle the Eligible Customers or any other persons whatsoever to any claim or compensation against Maybank for any losses or damages suffered or incurred as a direct or indirect result of the act of alteration, shortening, cancellation, suspension or termination.
- e. By participating in this Campaign, Eligible Customers agree to be bound by the Terms and Conditions herein set forth including any amendment thereto.
- f. In no event shall Maybank nor any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for purposes of this Campaign) 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.

- g. Maybank shall not be responsible and / or liable nor shall it accept any form of liability in whatsoever nature and howsoever arising or suffered by Eligible Customers resulting directly or indirectly from the participation in this Campaign or otherwise. Furthermore, Maybank shall not be liable for any default of its obligation under this Campaign due to any force majeure event which include but not limited to act of God, war, riot, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Maybank.
- h. Maybank may at its discretion disqualify/reject any Eligible Customer who does not comply with the terms and conditions stated herein and/or found or suspected of tampering with the Campaign and/or its process or the operation of this Campaign. Tampering shall include fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.
- i. By participating in this Campaign, Eligible Customers agree and consent to their personal data being collected, processed and used by Maybank in accordance with Maybank's Privacy Notice, which may be viewed on Maybank's website at www.maybank.com.my ("Maybank's Privacy Notice").
- j. Eligible Customers also agree and consent to such details including without limitation personal data or information being processed and used by Maybank for:
 - (i) the purposes of the Campaign;
 - (ii) marketing and promotional activities conducted in such manner as Maybank deems fit in any media 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, without further express consent from the Eligible Customer. 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, each Eligible Customer agrees to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of Maybank in relation to the Campaign.
- k. These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.
- l. Any matters which are not covered under this Campaign's Terms and Conditions shall be solely determined by the Bank.