

Terms and Conditions – Maybank Cards Eraman 25 Amazing Years Campaign

1. The Maybank Cards Eraman 25 Amazing Years Campaign (“Campaign”) commences on 1 December 2018 until 28 February 2019 (“Campaign Period”).

2. Eligibility

- 2.1 All new and existing Principal and Supplementary Cardmembers (“Eligible Cardmembers”) of Maybank Visa/ MasterCard®/ American Express® Credit/ Charge Card(s) (collectively referred to as “Maybank Cards”) issued by Malayan Banking Berhad (Co. No. 3813-K), PT Bank Maybank Indonesia, Maybank Singapore Limited and Maybank Philippines Inc. (collectively referred to as “Maybank”).
- 2.2 The following persons are NOT eligible to participate in this Campaign (“Non-eligible Cardmembers”):
 - 2.2.1 Principal/Supplementary Cardmembers whose Maybank Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardmember Agreement during the Campaign Period;
 - 2.2.2 Principal/Supplementary Cardmembers of Maybank Cards who are in default of any facility granted by Maybank at any time;
 - 2.2.3 Cardmembers of Maybank Commercial/Corporate/Debit/Prepaid Cards.
 - 2.2.4 Permanent and contract employees of Maybank, partners, representatives or agents (including vendors, suppliers, and advertising and promotion agencies for this Campaign) and their respective immediate family members (e.g. spouse, children, parents, siblings) are not eligible to win Prize (as defined below) by participating in this Campaign. For avoidance of doubt, Permanent and contract employees of Maybank, partners, representatives or agents (including vendors, suppliers, and advertising and promotion agencies for this Campaign) and their respective immediate family members (e.g. spouse, children, parents, siblings) are eligible to the Cash Back (as defined below).

3. Cash Back

- 3.1 A RM25 Cash Back (“Cash Back”) will be awarded to the Eligible Cardmembers who have made a minimum of RM500 purchase in a single receipt (“Minimum Retail Spend”) at participating Eraman outlet(s) (“Participating Outlets”) located in the following airports, *except for all tobacco products and purchases made at Swarovski, Chanel, Remy Martin Louis XIII, Swatch, Flik Flak, and EXpress located at Main Terminal Building KLIA, klia2 and all Food & Beverage Outlets (Food Garden, Marrybrown, Gloria Jean’s Coffees, Bibik Heritage and Apron Bites)* (“Eligible Transactions”) on a first come, first served basis.

3.1.1 Kuala Lumpur International Airport (KLIA)

- Chocolates L3
- Fragrances L3
- Perfumes & Cosmetics L5
- Fragrances (Zone C) Contact Pier International
- Lindt Boutique Contact Pier International
- Dior Contact Pier International
- Jo Malone Contact Pier International
- Gucci Contact Pier International
- M.A.C Contact Pier International
- Kidz Smart Tunnel (Zone G) Contact Pier International
- Eraman Duty Free Mall (Zone A) Contact Pier International

- Eraman Duty Free Mall (Zone B) Contact Pier International
- Zone F Contact Pier International
- Eraman Duty Free Emporium 1 Satellite Building
- Eraman Duty Free Emporium 2 Satellite Building
- From Time To Time Satellite Building
- Bally Boutique Satellite Building

3.1.2 Kuala Lumpur International Airport 2 (klia2)

- Eraman Duty Free Emporium, MTB International Arrival
- Fashion & Accessories, Contact Pier International
- Eraman Duty Free, Contact Pier (Gate L)
- Eraman Duty Free Emporium, International Departure
- Last Minute Purchase, Gate P, Satellite
- Last Minute Purchase, Gate Q, Satellite
- Time Pieces, Satellite

3.1.3 Penang International Airport (PEN)

- Eraman Duty Free, International Departure
- Eraman Duty Free, International Arrival

3.1.4 Kuching International Airport (KCH)

- Liquor & Cigarettes, Departure
- Emporium, Arrival
- Emporium, Departure

3.1.5 Kota Kinabalu International Airport (BKI)

- Emporium, International Departure
- La Mer, International Departure
- M.A.C, International Departure
- Tom Ford, International Departure
- Jo Malone, International Departure
- Emporium, International Arrival
- Perfumes & Cosmetics, Domestic
- Toys, Domestic
- Chocolates, Domestic
- Leather & Travel, Domestic
- Fashion & Accessories, Domestic

3.1.6 Labuan Airport (LBU)

- Emporium, Departure

3.2 A RM10 Cash Back (“Cash Back”) will be awarded to the Eligible Cardmembers who have made a minimum of RM350 and up to RM499 purchase in a single receipt (“Minimum Retail Spend”) at Participating Outlets (“Eligible Transactions”) on a first come, first served basis.

3.3 Minimum Retail Spend must be made with a Maybank Card.

3.4 Minimum Retail Spend is EXCLUSIVE of Sales and Service Tax (SST), as and where is applicable.

3.5 Eligible Transactions excluding transactions which are not posted, void, subsequently cancelled or refunded, disputed, unauthorized or fraudulent transactions.

- 3.6 Any determination by Maybank as to what constitutes an Eligible Transaction(s) shall be conclusive and shall not be challenged in any manner whatsoever, save for manifest error.
- 3.7 Cash Back will be deducted instantly upon transaction(s) made.
- 3.8 The Cash Back to be awarded under this Campaign is limited and is capped at RM250, 000 throughout Campaign Period and will be awarded on a first come, first served basis.
- 3.9 For the avoidance of doubt, the Eligible Cardmembers' Minimum Retail Spend will not be taken into account and the Eligible Cardmembers will not be entitled to the Cash Back once the total cap of RM250, 000 is fully used up.
- 3.10 Cash Back cannot be exchanged for a different prize or reward of similar cost or any other alternatives in any circumstances.

4. Prize

- 4.1 No SMS registration (or any other form of registration) is required in order to participate in this Campaign to stand to win prizes ("Prize").
- 4.2 Eligible Cardmembers are required to meet a minimum qualified spend ("Qualified Spend") criteria of RM350 in a single receipt in order to earn entry ("Qualifying Entries") and stand to win the Prize (as defined below).
- 4.3 Every RM350 spend in a single receipt entitles Eligible Cardmembers to One (1) entry. Varying scenarios of qualifying entries by spending amount (in a single receipt) are as follows:

Total Transaction Amount in a Single Receipt	No. of Entries
RM 3,650	10x Entries
RM 328.90	Not eligible
RM351	1x Entry
RM1,400	4x Entries
RM729	2x Entries

- 4.4 There are Five (5) Prizes under this Campaign as follow:

Prize Category	Prize Descriptions	No. of Winner
Grand Prize	5 Days 4 Nights Club Med Package for 2 Adults to Tomamu Japan (Summer)	1x Winner
First Prize	5 Days 4 Nights Club Med Package for 2 Adults to Maldives Kani	1x Winner

Special Prize	3 Days 2 Nights Club Med Package for 2 Adults to Cherating Beach, Malaysia	3x Winners
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- 4.5 Each Prize is valid for two adults on twin-sharing basis in Club Room. The package includes Club Med resort stay for two adults, three (3) international buffet meals per day with a free-flow of wine, beer and soft drinks, Bar and Snacking, complimentary sport and leisure activities, and unique nightly entertainment.
- 4.6 The Prize EXCLUDE the following (this list is not exhaustive):
- 4.6.1 Flights, ferry, airport and land transfers.
 - 4.6.2 Travel Visa and other travel related expenses.
 - 4.6.3 Long distance phone calls, room service, spa/boutique purchases, laundry, mini bar items, room service, loss of hotel property, damage to hotel property, or any other expenses incurred in the hotel.
 - 4.6.4 Personal expenses unrelated to the scheduled and packaged program (including but not limited to extension of stay, shopping, transportation to destinations which are not part of the tour, food expenses aside from scheduled meals and telecommunication charges).
 - 4.6.5 Any personal tax that may be levied by the Prize Supplier (as defined below) on the Winner (as defined below) with respect to their receipt of the Prize or any part thereof.
- 4.7 The Prize is not transferable or exchangeable for cash, credit or kind and shall be subject to such terms and conditions which Maybank may at its sole discretion impose. Maybank may at its sole discretion exchange or substitute the Prize to another of equivalent or similar value upon twenty one (21) days prior notice.
- 4.8 The acceptance and use of the Prize shall be subject to these terms and conditions and such other conditions that may be imposed by Maybank or the relevant merchants supplying the goods or services. The Prize shall be accepted at the risk and cost of the Winner. The Winner shall accept his/her Prize on an "as-is, where-is" basis. Maybank shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the Prize. Notwithstanding anything herein, Maybank shall not at any time be responsible or held liable for any defect or malfunction in the Prize by any person, and/or for any loss, injury, damage or harm suffered or incurred by or in connection with the use of the Prize (or of any goods or services redeemed with the Prize).
- 4.9 One (1) Eligible Cardmember can only win one (1) Prize throughout the Campaign Period.

5. Selection of Prize Winner

- 5.1 Based on the Qualifying Entries earned, Eligible Cardmembers will be shortlisted by Maybank's randomizer programme. The Prize will be awarded in accordance to the sequence as below:
- 5.1.1 **Grand Prize** – 1st shortlisted Eligible Cardmember(s) who is able to answer one (1) question correctly.
 - 5.1.2 **First Prize** – 2nd shortlisted Eligible Cardmember(s) in sequence who is able to answer one (1) question correctly.
 - 5.1.3 **1st Special Prize** – 3rd shortlisted Eligible Cardmember(s) in sequence who is able to answer one (1) question correctly.

- 5.1.4 **2nd Special Prize** – 4th shortlisted Eligible Cardmember(s) in sequence who is able to answer one (1) question correctly.
- 5.1.5 **3rd Special Prize** – 5th shortlisted Eligible Cardmember(s) in sequence who is able to answer one (1) question correctly.
- 5.2 At the point of shortlisting, all Maybank Card account(s) of the Eligible Cardmembers must not be delinquent, invalid and/or cancelled; otherwise the Eligible Cardmembers will be disqualified.
- 5.3 The shortlisted Eligible Cardmember(s) 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 to answer one (1) question.
- 5.4 The shortlisted Eligible Cardmember(s) shall be eligible for the Prize if he/she is able to answer the question correctly (“Winner”).
- 5.5 If the shortlisted Eligible Cardmember(s) is not able to answer the question correctly, the next shortlisted Eligible Cardmember(s) in sequence will be contacted to answer the question.
- 5.6 In the event the shortlisted Eligible Cardmember(s) is not contactable after three (3) attempts on the same day for whatsoever reason(s) and/or the shortlisted Eligible Cardmember(s) wish to withdraw from the Campaign upon being contacted by Maybank’s representative, he/she will be disqualified from the Campaign.
- 5.7 The Winner will be notified either in writing or by phone, and announcement of Winner will be made on Maybank’s website at www.maybank2u.com.my subject to the consent of the Winner within ten (10) weeks after the end of the Campaign Period.

Sample of Randomizer Programme:

Sequence No. in Randomizer Programme	Cardmember	Prize Entitlement
1st	Cardmember A	Remarks: Not contactable after 3 attempts. Thus do not qualify for the Prize.
2nd	Cardmember B	Remarks: Cardmember wishes to withdraw from the Campaign upon being contacted.
3rd	Cardmember C	Remarks: Answered question correctly. Deemed as Winner

6. Prize Redemption and Terms & Conditions

- 6.1 A confirmation letter and a Prize voucher will be sent to the Winner at his/her billing address recorded in Maybank’s system within ten (10) weeks from the end of the Campaign Period.
- 6.2 Prize’s redemption details will be elaborated in the confirmation letter and the Prize voucher.
- 6.3 Vacances (M) Sdn Bhd is the supplier of the Prize (“Prize Supplier”). Prize Supplier is a company registered in the Malaysia having its registered address at Level 28C, Axiata Tower, No 9, Jalan Stesen Sentral 5, 50470 Kuala Lumpur, Malaysia.

- 6.4 Upon being notified of the winning, the Winner must travel within Twelve (12) months of winning of the Prize. The Winner who fails to travel within Twelve (12) months from the winning date, shall no longer be entitled to his/her Prize and the Prize shall be deemed forfeited.
- 6.5 The Winner will be required to nominate one (1) travel companion (“Nominated Passenger”) to travel together.
- 6.6 The Nominated Passenger is required to travel together with the Winner.
- 6.7 Club Med only accepts bookings made 30 days before departure.
- 6.8 Winner and Nominated Passenger must be in possession of a valid passport of five (5) years and must have a minimum of six (6) months validity for the duration of the Prize.
- 6.9 All entry visas, Electronic System for Travel Authorization (ESTA) forms, and/or travel documents are the sole responsibility of the Winner and Nominated Passenger including cost(s) of visa application(s), if applicable.
- 6.10 Room confirmation is subject to availability at Club Med’s discretion and may not be valid during high occupancy dates as per Club Med’s calendar.
- 6.11 The Prize is non-transferable, non-refundable, not for sale, cannot be exchanged for cash and cannot be used with other promotions or discounts.
- 6.12 Winner’s identification must be presented for verification when claiming the Prize.
- 6.13 In the unlikely event that the Prize (or part of it) should become unavailable (due to a force majeure or any other reasons not within the control of Maybank and Prize Supplier including but not limited to element(s) of the Prize not being suitable for the Winner and the Winner hereby agrees that Maybank may substitute the Prize with a prize which may be determined by Maybank as being of equal value.

7. General

- 7.1 By participating in the Campaign, Eligible Cardmembers:
 - a) agree to be bound by the terms and conditions herein;
 - b) agree that all records of transactions captured by Maybank’s system within the Campaign Period shall be accurate and conclusive;
 - c) agree that Maybank’s decision on all matters relating to the Campaign and the list of Winner(s) shall be final and binding on all Eligible Cardmembers. No further appeal or further correspondence will be entertained;
 - d) agree that any reversal of minimum retail spend and qualified spend shall be excluded;
 - e) authorize Maybank to publish their names, photos taken and any 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;
 - f) agree to access Maybank website at www.maybank2u.com.my to view the terms and conditions and are deemed to have agreed with any changes or variations to the terms and conditions herein and seek clarification from Maybank should any of the terms and conditions be not fully understood; and
 - g) shall not be entitled to claim for any compensation against Maybank for any and all losses and/or damages directly or indirectly suffered or incurred by

his/ her participation in the Campaign including but not limited to any inconveniences, injuries or accidents suffered by using the Prize.

8. Maybank Privacy Notice

- 8.1 By participating in this Campaign, Eligible Cardmembers agree and consent to allow his/her personal data being collected, processed and used by Maybank in accordance with Maybank Privacy Notice, which may be viewed on www.maybank2u.com.my ("Maybank's Privacy Notice").
- 8.2 In addition and without prejudice to the terms in the Maybank's Privacy Notice, 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 in such manner as Maybank see 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 Winner. 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, Winner 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.

9. Maybank reserves the right to:

- 9.1 disqualify any Non-eligible Cardmembers at its sole discretion from participating in the Campaign; including but not limited to Cardmembers with payment due for thirty (30) days or more, whose accounts are suspected to have been operated fraudulently and/ or closed by Maybank;
- 9.2 forfeit the Prize in the event there is reversal of qualified spend or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein; and/or
- 9.3 withdraw/cancel, suspend, extend or terminate the Campaign earlier in whole or in part, and/or to vary, supplement, add, delete, modify or amend the terms and conditions herein, wholly or in part at its sole discretion, by way of posting on www.maybank2u.com.my, or in other methods which Maybank deems practical, by giving twenty one (21) days prior notice to Cardmembers on such variation, supplemental, deletion, modification or amendment, as the case may be, to these terms and conditions.

10. Maybank shall not be liable and responsible for:

- 10.1 any failure or delay in transmission of sales transactions by Visa International Incorporated, MasterCard Worldwide, American Express, merchant establishments or any party which may result in the Eligible Cardmember being omitted from the Campaign; or
- 10.2 any default of its obligation under the 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.

10.3 The terms and conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardmembers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

10.4 In addition to the terms stipulated above, Eligible Cardmembers agree that the general terms and conditions in the Cardmembers' Agreement shall be read together with these terms and conditions as an entire agreement.

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