

Terms and Conditions – Triple Delights Campaign

1. Malayan Banking Berhad's (3813-K) ("Maybank") 'Triple Delights' Campaign ("Campaign") commences on 1 December 2013 until 14 January 2013 (both dates inclusive) unless notified otherwise ("Campaign Period").

2. Eligibility

2.1 All new and existing Principal Cardmembers of Maybank Visa/ MasterCard/ American Express Credit/ Charge Card(s) issued by Maybank or Maybank Islamic Malaysia who successfully register for the Campaign via SMS are eligible to participate in the Campaign ("Eligible Cardmembers").

2.2 The following persons are NOT eligible to participate in the Campaign:

- a) Cardmembers of Maybank Visa/ MasterCard/ American Express Credit/ Charge Cards not issued by Maybank or Maybank Islamic Malaysia;
- b) Cardmembers whose Maybank Visa/ MasterCard/ American Express Credit/ Charge Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardmember Agreement during the Campaign Period;
- c) Maybank Visa/ MasterCard/ American Express Credit/ Charge Cardmembers who are in default of any facility granted by Maybank at any time;
- d) Cardmembers of Maybank Commercial/ Corporate Cards; or
- e) Permanent and contract employees of Maybank and Maybank Islamic Malaysia; employees of Maybank partners, representatives or agents (including vendors, suppliers, advertising and promotion agencies) and their respective immediate family members (e.g. spouse, children, parents, siblings).

3. SMS Registration

3.1 Registration is on a one-time basis using Maxis/ Celcom/ DiGi/ U Mobile number and must be made within the Campaign Period.

3.2 To register, type **TRIO**<space>**12-digit NRIC Number without spacing** and send to **66628** (E.g. TRIO 810721106658).

3.3 Eligible Cardmembers shall be responsible to pay the standard SMS charges levied by their respective telecommunication service providers ("Telco") for each registration SMS sent to the designated number "66628" under the Campaign.

3.4 Eligible Cardmembers are solely responsible to ensure that the details in the registration SMS sent to 66628 are complete, accurate, and within the Campaign Period; failing which, the registration SMS will not be processed and deemed invalid or unsuccessful.

3.5 Proof of SMS sent to 66628 by Eligible Cardmembers shall not be deemed as successful SMS registration unless the Eligible Cardmembers receive a confirmation SMS from 66628 and 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 the winner.

3.6 Maybank reserves the right to disqualify any invalid registration SMS sent to 66628 due to reason(s) including, but not limited to duplicate registration, invalid NRIC number, incorrect SMS format, unsuccessful or delayed transmission of SMS during the Campaign Period without assigning any reason thereof and shall not be liable for such disqualification.

3.7 Maybank is not responsible for nor does Maybank have any control whatsoever 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.

- 3.8 An Eligible Cardmember with multiple Maybank Credit and/or Charge Cards is only required to register once to participate in the Campaign.
- 3.9 SMS service is provided and supported by the appointed service provider, Macro Kiosk Berhad.

4. Campaign Mechanics

- 4.1 There will be forty five (45) winners under the Campaign, where each winner will be rewarded a set of three (3) products as defined in clause 5.1 below (“Prize”).
- 4.2 Upon successful SMS registration, Eligible Cardmembers need to spend a minimum Qualifying Spend of RM100 in order to earn “Qualifying Entries” per illustration below and stand to win the Prize:

Qualifying Spend	Qualifying Entry
Every RM100 cumulative local spend	1 entry
Every RM100 cumulative EzyPay 0% Interest Instalment Plan (“EzyPay”) and overseas spend	5 entries

- 4.3 Qualifying Spend shall include retail and online purchases transacted locally and internationally, auto-billings, EzyPay performed via Maybank Visa/ MasterCard/ American Express Credit/ Charge Card(s). EzyPay shall be treated as Qualifying Spend based on the full transaction amount. All international transactions shall be converted into Ringgit Malaysia (RM) for computation based on Maybank’s prevailing exchange rate.
- 4.4 Qualifying Spend shall exclude, monthly installment of EzyPay, EzyPay Plus, cash advance, balance transfer, fund transfer, fees and charges imposed by Maybank.
- 4.5 Computation of the total Qualifying Spend will be based on all valid Card(s) issued under the same Eligible Cardmember throughout the Campaign Period per illustration below, as long as the Eligible Cardmember is successfully registered via SMS in accordance to the terms and conditions herein.

Examples:

	Date of Successful Registration	Computation of Qualifying Spend
Registered Cardmember A	01/12/13	1 Dec’13 to 14 Jan’14
Registered Cardmember B	01/01/14	1 Dec’13 to 14 Jan’14
Registered Cardmember C	14/01/14	1 Dec’13 to 14 Jan’14

- 4.6 Qualifying Spend by Supplementary Cardmember(s) under the same Eligible Cardmember’s Card account(s) will be included in computation of the Eligible Cardmember’s total Qualifying Spend.
- 4.7 Based on the Qualifying Entries earned, Eligible Cardmembers will be shortlisted by Maybank’s randomizer programme. The shortlisted Eligible Cardmembers will be contacted by Maybank’s representatives at the mobile phone numbers registered to participate in the Campaign at any time during office hours to answer one (1) question.
- 4.8 Forty five (45) shortlisted Eligible Cardmembers who answer the question correctly will be confirmed as winners of the Prize (“Winners”).
- 4.9 In the event the shortlisted Eligible Cardmember is not contactable after two (2) 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. The Maybank’s decision on the disqualification is final and binding.

- 4.10 Each Eligible Cardmember is entitled to win once only throughout the Campaign.
- 4.11 Winners will be notified either in writing or by phone within eight (8) weeks from the end of the Campaign Period. Announcement of Winners will also be made on the Maybank2u website at www.maybank2u.com.my and American Express Malaysia website at www.americanexpress.com.my.

5. Prize

- 5.1 Prize comprising one (1) unit of iPhone 5s, one (1) unit of COOKOO Smart Watch and one (1) unit of Bose Sport Earphone as below:

Product	Model & Specifications
iPhone 5s	<ul style="list-style-type: none"> • 4-inch Retina display • A7 chip with M7 motion coprocessor • Touch ID fingerprint sensor • New 8-megapixel iSight camera with True Tone flash • 1080p HD video recording • FaceTime HD camera • Ultrafast wireless • iOS 7 • iCloud
COOKOO Smart Watch	<ul style="list-style-type: none"> • Display Type: Analog for the clock; digital for Connected Display • Watch Movement: Japanese analog movement • Watch Material: Plastic casing, stainless steel bezel and case back, anti-scratch glass with soft silicon band • Case Diameter: 44mm • Case Thickness: 16.3mm • Bluetooth: Bluetooth® 4.0, Bluetooth Smart, Bluetooth Low Energy • Water Resistant: 5 ATM
Bose Sport Earphone (SIE2i)	<ul style="list-style-type: none"> • Form Factor: In-ear • Microphone: On-cable • Connectivity Technology: Wired • Sound Output Mode: Stereo • Other Features: TriPort acoustic headphone structure, StayHear tips, Weatherproof, Sweat resistant

- 5.2 Prize will be sent to Winners at their Billing Addresses recorded in Maybank's system within eight (8) weeks from the end of the Campaign Period.
- 5.3 Prize is provided by authorized supplier and the supplier may be unable to supply the same model as described herein to Maybank due to reasons which include, but not limited to manufacturer(s) recall or damage/lost/stolen during storage and delivery. Maybank reserves the right to substitute the Prize with another product(s) of like or equal value.
- 5.4 Any dispute in relation to quality or warranty of the Prize or any terms and conditions in respect thereof shall be settled directly by the Winner with the authorized supplier without recourse to Maybank. Maybank is not responsible or liable for any breach of quality or warranty of the Prize or any terms and conditions in respect thereof.
- 5.5 Prize is given on an "As Is" basis, which is non-transferable and non-exchangeable for cash or other kinds.

5.6 Prize fulfillment and delivery are provided and supported by the appointed authorized supplier, EpiCentre Lifestyle Sdn Bhd.

General

6. SMS sent by Eligible Cardmembers to 66628 for registration purpose shall be deemed as consent to participate in the Campaign. By participating in the Campaign, Eligible Cardmembers/Winners:

- 6.1 agree to be bound by the terms and conditions herein;
- 6.2 agree that all records of transactions within or outside of Malaysia captured by Maybank's system within the Campaign Period shall be accurate and conclusive;
- 6.3 agree that Maybank's decision on all matters relating to the Campaign and the final list of Winners shall be final and binding on all Cardmembers. No further appeal or further correspondence will be entertained;
- 6.4 agree that any reversal of Qualifying Spend shall be excluded;
- 6.5 consent for Maybank to disclose their particulars to the third party service provider(s)/ authorized supplier(s) engaged by Maybank for purpose of the Campaign.
- 6.6 authorize Maybank to publish their names, IC numbers (in masked form), 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.
- 6.7 agree to attend the prize giving ceremony, interview(s) or other publicity event(s) required by Maybank at their own expenses at the time and venue stipulated by Maybank relation to the Campaign;
- 6.8 agree to access the Maybank website at www.maybank2u.com.my or American Express Malaysia website at www.americanexpress.com.my at regular time intervals to view the terms and conditions and to ensure that they keep-up-to-date with any changes or variations to the terms and conditions herein; and
- 6.9 shall not be entitled to claim for any compensation against Maybank for any and all loss and damage suffered or incurred by his/her participation in the Campaign whether as a direct or indirect result of the act of amendments, termination or suspension of the Campaign.

7. Maybank reserves the right to:

- 7.1 disqualify any non-eligible Cardmembers at its sole and absolute 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;
- 7.2 forfeit the Prize in the event there is reversal of Qualifying Spend or termination of Maybank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein; and
- 7.3 add, delete or amend the terms and conditions herein, wholly or in part, or to terminate the Campaign at its absolute discretion, by way of posting on www.maybank2u.com.my and www.americanexpress.com.my, or in other methods which Maybank deems practical, by giving twenty one (21) days prior notice to Cardmembers on such addition, deletion or amendment of the terms and conditions or termination of the Campaign.

8. Maybank shall not be liable and responsible for:

- 8.1 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 Cardmember being omitted from the Campaign;
- 8.2 any deficiency or inadequacy of product and/or service rendered by any third party or for any loss whatsoever of any nature in the course of availing the Prize;

- 8.3 any risk, consequential loss or damage arising from using the Prize awarded under the Campaign; and
- 8.4 replacement of any defective, lost or stolen Prize whether due to defect in material or workmanship by the manufacturer(s) under warranty or otherwise.
- 9. The terms and conditions herein shall be governed by and construed in accordance with the laws of Malaysia and the Cardmembers agree to submit to the exclusive jurisdiction of the Courts of Malaysia.

- 10. In addition to the terms stipulated above, 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.