

# Top Up Select Campaign ("Campaign") for Private Banking Account-i ("PBA-i") Terms & Conditions

#### 1. The Campaign Period

- 1.1 The Terms and Conditions shall govern the Top Up Campaign for PBA-i ("Campaign") commencing from 1<sup>st</sup> October 2020 to 31<sup>st</sup> January 2021 or upon reaching the Campaign set target (as determined by Maybank Islamic Berhad ("Bank"), whichever is earlier ("Campaign Period").
- 1.2 By participating in this Campaign, the Eligible Customers (as defined in Clause 2.1 below) hereby expressly agree to be bound by these Terms & Conditions and any decisions made by the Bank in respect of the Campaign shall be final and binding.
- 2. Eligibility
- 2.1 The Campaign is open to customers ("Account Holders") who hold new or existing PBA-i ("Account") (who may consist of individuals or joint account holders hereinafter referred to as "Eligible Customers").
- 2.2 Maybank Group employees are not eligible to participate in the Campaign.
- 3. Mechanics/Features of the Campaign
- 3.1 Campaign Prerequisite
  - a) Customer must have an existing or new PBA-i
  - b) The Incremental Average Daily Balance (ADB) must be a minimum of RM 20,000 up to a maximum of RM 1,000,000 for the each respective month in the PBA-i; and
  - c) Must have a minimum Month End Balance of RM 20,000 for the each respective month.

#### 3.2 Campaign Rewards

a) Eligible Customers who have fulfilled the Campaign Prerequisite in Item 3.1 and meet the respective requirements of one or more of the following the Bank products/services (each "Qualifying Product/Service") shall be entitled to the Campaign Rewards:

NO	QUALIFYING PRODUCTS/SERVICES	REQUIREMENTS	REMARKS
1	FUND GROWTH	<ul> <li>Minimum Incremental ADB of RM 20,000 up to a maximum of RM 1,000,000 for the month.</li> <li>Refer to point 3.4.</li> </ul>	Compulsory
2	INWARD FUND TRANSFER	<ul> <li>Cumulative Selected Inward Fund Transfer of RM 20,000 and above for the month.</li> <li>Refer to point 3.5.</li> </ul>	Optional Services
3	CREDIT CARD SPEND	Cumulative Selected Credit Card Spend of RM 12,000 and above for the month.	Optional Product



		Refer to point 3.6.	
4	eFD-i/eGIA-i PLACEMENT VIA FPX	<ul> <li>Cumulative New eFD-i/eGIA-i Placement via FPX of RM 20,000 and above for the month.</li> <li>Refer to point 3.7.</li> </ul>	Optional Product
5	NEW ACCOUNT OPENING WITH ON-BOARDING OF PREMIER SERVICE	<ul> <li>Customers who open a new Private Banking Account-i.</li> <li>Must be on-boarded to 'Premier' service</li> <li>Refer to point 3.8.</li> </ul>	Optional Service

- b) Incremental ADB in PBA-i refers to the difference in the ADB during the Campaign Period as compared to the ADB in the Account for the month of September 2020 ("Baseline").
- c) Definition of "Baseline" shall be termed as below:

NO	CUSTOMER TYPE	BASELINE (RM)
1	New Account	Baseline shall be RM 0
2	Existing Account	Baseline shall be ADB for the month of September 2020

d) ADB is calculated based on calendar month. It is calculated based on the total sum of end day balance and divided by number of days in the month. Definition of ADB shall be termed as below:

NO	CUSTOMER TYPE	DETAILS
1	New Customer	For PBA-i opened during the Campaign Period, the ADB for the respective month in which PBA-i was opened is determined by computing the sum of every day-end balance from the day opened to the last day of calendar month divided by the same total number of days
2	Existing Customer	For PBA-i opened before the Campaign Period, the ADB in the Account for the respective month is determined by computing the sum of every day-end balance in PBA-i in that month divided by the number of days in that month

#### 3.3 Bonus Profit

- a) For the purpose of this Campaign, the Bonus Profit is only applicable for the Eligible Customer who met the Campaign Enrolment Criteria of fund growth and the respective requirement of one or more of the participating products/services as illustrated below.
- b) Maximum 3 qualifying products / services.



## i. Hold 1 Qualifying Product/Service

• Bonus Profit of 0.20% p.a. up to 0.35% p.a.

ADB Balance Band	Bonus Profit
(RM)	(%) p.a.
RM20,000 to RM50,000	0.20%
Up to RM100,000	0.20%
Up to RM250,000	0.20%
Up to RM500,000	0.35%
Above RM500,000 to	0.35%
RM1.0 mil	

## ii. Hold 2 Qualifying Products/Services

• Bonus Profit of 0.30% p.a. up to 0.45% p.a.

ADB Balance Band	Bonus Profit
(RM)	(%) p.a.
RM20,000 to RM50,000	0.30%
Up to RM100,000	0.30%
Up to RM250,000	0.30%
Up to RM500,000	0.45%
Above RM500,000 to	0.45%
RM1.0 mil	

## iii. Hold 3 Qualifying Products/Services

• Bonus Profit of 0.40%p.a. up to 0.60%p.a.

ADB Balance Band	Bonus Profit (%)
(RM)	p.a.
RM20,000 to RM50,000	0.40%
Up to RM100,000	0.40%
Up to RM250,000	0.40%
Up to RM500,000	0.60%
Above RM500,000 to	0.60%
RM1.0 mil	

c) Bonus Profit is according to Incremental ADB & each product/service requirements.

## Note:

- <sup>1</sup> The Bonus Profit may be revised accordingly to reflect the changes of the Overnight Policy Rate (OPR) set by Bank Negara Malaysia.
- d) Bonus Profit Calculation Formula shall be termed as below:

Incremental ADB  $\mathbf x$  Bonus Profit Rate  $\mathbf x$  No. of Participating Days / ^No of Days in a Year



- ^Leap year = 366 years, Non-leap years = 365 days
- e) Bonus Profit will be credited to the Account within thirty (30) business days of the following month or on such other date as determined by the Bank. In the event that PBA-i is closed before the Bonus Profit is credited, no Bonus Profit shall be paid to the Eligible Customer.
- 3.4 Fund Growth (Core and Compulsory Product)
  - a) To be eligible for "Fund Growth", the Eligible Customer must meet the following requirements:
    - i. Minimum Incremental ADB of RM 20,000 up to a maximum of RM 1,000,000 for the respective month; and
    - ii. Minimum Month End Balance of RM 20,000 for the each respective month..
- 3.5 Inward Fund Transfer (Optional Services)
  - a) To be eligible for the "Inward Fund Transfer", the Eligible Customer must meet the following requirements:
    - i. Cumulative Inward Fund Transfer of RM 20,000 and above for the month. For this Campaign, Inward Fund Transfer to the PBA-i shall be termed as Inward Telegraphic Transfer (TT), Inward Interbank GIRO (IBG), Inward Real Time Electronic Transfer of Funds and Securities (RENTAS) and Inward Instant Interbank Fund Transfer (IBFT); and
    - ii. Must be paired with "Fund Growth", Core and Compulsory Product.
- 3.6 Credit Card Spend (Optional Product)
  - a) To be eligible for the "Credit Card Spend", the Eligible Customer must meet the following requirements:
    - The credit cards participating in this Campaign and the credit card spend are as per the product table below issued in Malaysia ("Participating Credit Card").
       The Participating Credit Card are subject to change with twenty-one (21) days prior notice;

PARTICIPATING CREDIT CARD	CREDIT CARD SPEND (RM)
<ul> <li>Maybank Islamic World Mastercard Ikhwan</li> <li>Maybank Islamic Ikhwan Visa Infinite</li> </ul>	<ul> <li>Cumulative credit cards spend of RM 12,000 and above on retail transactions per calendar month.</li> <li>Applicable only to retail transaction with posting date within the calendar month using the credit card where the account holder is the principal holder.</li> </ul>

- ii. Must be paired with "Fund Growth", Core and Compulsory Product;
- iii. The Eligible Customers must have a valid and active Participating Credit Card and continue to be enrolled in the Campaign at the month end for the Bonus Profit computation. Cancelled Participating Credit Card before the Bonus Profit computation shall not be considered;



- iv. For the purpose of this Campaign, "retail transactions" means the purchase of any good or services (local and overseas) with the use of the Participating Credit Card and may, at the Bank's discretion, include any Maybank Islamic Credit Card transactions as may be determined by the Bank except for transactions that include but are not limited to:
  - Balance transfer
  - Auto debit and recurring payments
  - Payment of utilities, direct marketing, takaful contribution/ insurance premium, government related payment or payments via Maybank2u.com
  - Cash advance / Cash withdrawal, quasi cash, non-Shariah compliant Merchant Category Codes including casino transactions, payment to charity(ies), Goods & Services Tax and any other form of service / miscellaneous fees
  - Cash Treats-i and EzyCash-i
- v. The equivalent amount in Malaysian Ringgit (MYR) will be used if the spending is in a foreign currency. The Bank has the discretion to apply the relevant exchange rates to derive the MYR equivalent;
- vi. For retail transactions made under any of the Bank's instalment plans Ezypayi and Ezypay Plus-i (as determined by the Bank), only the monthly instalment amount be considered when determining the minimum spend amount and not the full transaction amount charged under the plan;
- vii. Transactions using any other non-participating Maybank Credit Card will not be eligible for any Bonus Profit under the Campaign; and
- viii. The Bank will use the date which the transaction is posted to the Eligible Customer's credit card to calculate the minimum spend amount. The Bank reserves the right to reject or exclude any transaction.
- 3.7 Online Islamic Fixed Deposit-i/Online General Investment Account-i ("eFD-i/ eGIA-i")) Placement Via FPX (as defined in Clause 3.7 (a) (v) below) (Optional Product)
  - a) To be eligible for the "eFD-i/eGIA-i Placement Via FPX", the Eligible Customer must meet the following requirements:
    - i. Must have cumulative new eFD-i/eGIA-i Placement via FPX of RM 20,000 and above for the respective month;
    - ii. The eFD-i/eGIA-i Placement Via FPX will enjoy the prevailing contracted rate during the placement;
    - iii. Must be paired with "Fund Growth", Core and Compulsory Product;
    - iv. Not eligible if the eFD-i/eGIA-i Placement via FPX is uplifted before payment of Bonus Profit; and
    - v. All new placement(s) of eFD-i/eGIA-i with FPX must be made from fund transfers from other banks via <sup>2</sup>Financial Process Exchanges ("FPX"). This is done through M2U Website; and
      - <sup>2</sup>FPX is a secure and real time online payment method that facilitates interbank transfer of funds. FPX is not owned by Maybank. FPX is facilitated by Payment Network Malaysia Sdn Bhd ("PayNet"), a wholly-owned subsidiary of Bank Negara Malaysia. Further details can be viewed at <a href="https://www.paynet.my/">www.paynet.my/</a>.
    - vi. Only new eFD-i/eGIA-i placements (using <sup>3</sup>Fresh Funds) made via Maybank2u using Financial Process Exchanges ("FPX") during the Campaign Period which



satisfies the segmentation and placement amount set out in 3.7 (b) (iv) below are eligible to participate in this Campaign ("Eligible eFD-i/eGIA-i Placements").

<sup>3</sup>For the purposes of this Campaign, Fresh Funds means funds from other financial institutions which are newly transferred into the Customer's New eFD-i/eGIA-i account maintained at Maybank.

#### b) eFD-i/eGIA-i Placement via FPX Features

- i. Processing of eFD-i/eGIA-i placements with FPX will be immediate upon the successful completion of the debiting & crediting of funds. The Bank shall not be responsible for such delay or unsuccessful transaction (if any) and the funds will be returned to the respective financial institutions within three (3) working days. The effective date of the eFD-i/eGIA-i placement shall commence after the successful completion of the process;
- ii. The eFD-i/eGIA-i FPX Campaign are available to Eligible Customers for placements made through Maybank2u between 6.00 a.m. and 10.00 p.m., seven (7) days a week, or during such hours as stipulated by the Bank on a first-come, first-served basis;
- iii. For placement of eFD-i/eGIA-i, debiting and crediting of 'imteen-i' account is not available; and
- iv. The standard segmentation and the placement amount criteria are as follows:

Channel	Segment	Minimum Placement	Maximum Placement	Profit Payment Mode
M2U Website With FPX	Retail Individuals / <sup>4</sup> Existing Joint Account Holders	<ul> <li>RM1,000 in a single certificate (for two (2) months &amp; above)</li> <li>RM 5,000 (for one (1) month)</li> </ul>	RM 30,000 per transaction	Credit to Account / Add to Principal

<sup>4</sup>For eFD-i/ eGIA-i placed through Maybank2u Website using FPX, only Eligible Customers with existing Joint Islamic Fixed Deposit-i/General Investment Account-i is allowed to make a Joint eFD-i/ eGIA-i Placement. For New Joint eFD-i/ eGIA-i, FPX would not be available. For joint eFD-i/eGIA-i accounts of subsequent placement and crediting of profit, it must be made by the same primary customer of joint account and eFD-i/eGIA-i.

## c) Profit Calculations for Premature eFD-i/eGIA-i Withdrawal

The Eligible Customer(s) agrees that for upliftment of the eFD-i/eGIA-i prior to maturity, the upliftment shall be made in accordance to the premature withdrawal terms as follows:-

- i. Immediate eFD-i/eGIA-i Premature Withdrawal (Without thirty-one (31) days' Notice Period): No profit shall be paid on any immediate eFD-i/eGIA-i premature withdrawal (Without thirty-one (31) days' Notice Period) that has not completed its respective full tenure period.
- ii. eFD-i/eGIA-i Premature Withdrawal (With thirty-one (31) days' notice period): 50% of the contracted profit rate is payable when a 'Notice Period' of thirty-one (31) days (inclusive of the day of notice) is given by the customer. Based



- on the notice, the principal amount and the accrued profit will be credited on the day  $32^{nd}$  into the customer's account.
- iii. The above conditions does not apply for General Investment Account-i ("eGIA-i") one (1) month placement. Customers may withdraw the Fund at any time and will receive the accrued profit (if any) based on the number of days of the investment.
- 3.8 New Account Opening With On-boarding of Premier Service (Optional Service)
  - a) To be eligible for the "New Account Opening With On-Boarding of Premier Service", the Eligible Customer must meet the following requirements:
    - i. Only for Eligible Customers who open a new Account;
    - ii. The Eligible Customer must be on-boarded to 'Premier' service;
    - iii. Must be paired with "Fund Growth", Core and Compulsory Product; and
    - iv. This is only available for the respective month of the new account opening.
  - b) The following are the requirements for 'Premier' customers:
    - i. Any combination or single product of deposits and investments between RM 250,000 to RM 3,000,000; **OR**
    - ii. Any combination or single product of financing, deposits and investments between RM 1,000,000 to RM 4,000,000.

#### 4. Other Conditions

4.1 The "Fund Growth", incremental ADB and number of fulfilled requirements of one or more of the participating products/services shall determine the total accumulated Bonus Profit enjoyable by Eligible Customers; i.e. as per the following illustrations:

DATE	PARTICULARS	BONUS PR	OFIT	
Scenario 1 - Hold 1 Qualifying Product/Service				
Customer A is a new customer who opened a Private Banking Account-i (PBA-i) as at 1 October 2020. Customer A only met the enrolment criteria and requirements for "Fund Growth".				
	• Customer A make a  • Customer Hold 1 Control Product/Service		1 Qualifying	
1 October 2020	placement RM 100,000 into PBA- i.	QUALIFYING PRODUCTS / SERVICES	ICTS / REQUIREMENTS	
		Fund Growth	YES	
		Inward Fund Transfer	i) as at 1 October d Growth".  1 Qualifying  MET REQUIREMENTS  YES  NO  NO  NO  NO  (ADB) for October  000) + (11days x	
	Customer A make a	Credit Card Spend		
20 October 2020	placement RM 50,000 into PBA-i.	eFD-i/eGIA-i Placement Via FPX	NO	
		New Account & Service Tag	MET REQUIREMENTS YES NO NO NO (ADB) for October (,000) + (11days x	
31 October 2020	• Customer A make a placement RM 20,000 into PBA-i. • Average daily balance (ADB) for 2020 = [(19days x RM100,000) + RM150,000) + (1day x RM170,000) ÷ 31 of RM 120,000		000) + (11days x	



## Scenario 2 - Hold 2 Qualifying Products/Services

Customer B is a new customer who opened a Private Banking Account-i (PBA-i) as at 10 November 2020. Customer B met the enrolment criteria and requirements for "Fund Growth" and "Credit Card Spend".

10 November 2020	Customer B make a placement RM 50,000 into PBA-i.
15 November 2020	Customer B spend     RM 20,000 on retail     purchases at the     shopping mall using     his Maybank Islamic     Ikhwan Visa Infinite
20 November 2020	Customer B make a placement RM 150,000 into PBA-i.
30 November 2020	• Customer B withdraws RM 50,000 from PBA- i.

## Customer Hold 2 Qualifying Products/Services

QUALIFYING PRODUCTS / SERVICES	MET REQUIREMENTS
Fund Growth	YES
Inward Fund Transfer	NO
Credit Card Spend	YES
eFD-i/eGIA-i Placement Via FPX	NO
New Account & Service Tag	NO

- Average daily balance (ADB) for November 2020
- = [(10days x RM50,000) + (10days x RM200,000)
  - $+ (1 \text{day x RM } 150,000) \div 21 \text{ days}]$
  - = RM 126,190.48
- Baseline = RM 0
- Incremental ADB = RM 126,190.48- RM 0 = RM 126,190.48
- Bonus Profit for November 2020 = RM 126,190.48 x 0.30%x 21 ÷ 366 = RM21.72

# Scenario 3 - Hold 2 Qualifying Products/Services

Customer C is an existing customer. He has RM 50,000 ADB and month end outstanding balance in Private Banking Account-i (PBA-i) for the month of September 2020 and maintains the same in October 2020. In the month of November 2020, Customer C met the enrolment criteria and requirements for "Fund Growth" and "Inward Fund Transfer".

1 November 2020	Customer C make a placement RM 500,000 into PBA-i.
22 November 2020	Customer C used Inter Bank Giro Transfer (IBG) of RM 50,000 inward transfer to PBA-i.

## Customer Hold 2 Qualifying Products/Services

QUALIFYING PRODUCTS / SERVICES	MET REQUIREMENTS
Fund Growth	YES
Inward Fund Transfer	YES
Credit Card Spend	NO



	• Current balance in PBA-i is RM 550,000.	eFD-i/eGIA-i Placement Via FPX	NO
		New Account & Service Tag	NO
		Average daily bal     November 2020	ance (ADB) for
25 November 2020	• Customer C withdraws RM 150,000 from PBA- i.	= [(21 days x RM500 RM550,000) + (3 days x RM400 RM700,000) ÷ 30 days]	
28 November 2020	• Customer C make a placement RM 300,000 into PBA-i.	= RM 515,000  • Baseline = RM 50,000  • Incremental ADB = 50,000  = RM  • Bonus Profit for Nove = RM 465,000 x 0.45% = RM 171.52	Λ 465,000 mber 2020
Scenario 4 - Hold 3 Quali	fying Products/Services		
2020. Customer D met	tomer who opened a Private the enrolment criteria and and "eFD-i/eGIA-i Placement Customer D opened new PBA-i.	d requirements for "Fun	d Growth", "New
3 October 2020	• Customer D make a placement RM 500,000 into PBA-	QUALIFYING PRODUCTS / SERVICES	MET REQUIREMENTS
	i.	Fund Growth	YES
	<ul> <li>Customer meet requirements for service tag</li> </ul>	Inward Fund Transfer	NO
	'Premier'.	Credit Card Spend	NO
10 October 2020	Customer D made new eFD-i/eGIA-i	eFD-i/eGIA-i Placement Via FPX	YES
	Placement via FPX of RM 20,000.	New Account & Service Tag	YES
	<ul> <li>The current balance in PBA-i is still RM 500,000.</li> </ul>	<ul> <li>Average daily balance (ADB) for October 2020</li> <li>= [(17 days x RM500,000) + (1 day x</li> </ul>	
20 October 2020	• Customer D make a placement RM 1,000,000 into PBA-i.	RM1,500,000) + (11 days x RM1,3! ÷ 29 days] = RM 856,896.55 • Baseline = RM 0 • Incremental ADB = R	
			M 856 806 55 DM

= RM407.38

Scenario 5 - Hold 3 Qualifying Products/Services



Customer E is an existing customer. He has RM 10,000 ADB and month end outstanding balance in Private Banking Account-i (PBA-i) for the month of September 2020. Customer E met the enrolment criteria and requirements for "Fund Growth", "Credit Card Spend", "Inward Fund Transfer" and "eFD-i/eGIA-i Placement Via FPX".

	Customer E     make a	Customer Hold 3 Qualifying     Products/Services	
1 October 2020	placement RM 500,000 into PBA-i.	QUALIFYING PRODUCTS / SERVICES  MET REQUIREMENTS	
	<ul> <li>Customer E used Interbank Giro (IBG) of RM 10,000 inward transfer to his PBA-i.</li> <li>Current balance in PBA-i is RM 510,000.</li> </ul>	Fund Growth YES	
		Inward Fund YES Transfer	
10 October 2020		Credit Card Spend YES	
		eFD-i/eGIA-i Placement Via FPX	
		New Account & NO Service Tag	
11 October 2020	Customer D made new eFD-i/eGIA-i Placement via FPX of RM 10,000. The current balance in PBA-i is still RM 510,000	<ul> <li>Maximum 3 qualifying products a services.</li> <li>Average daily balance (ADB) for Octobe 2020 =[(9 days x RM500,000) + (18 days x RM510,000) + (4 days x RM610,000) ÷ 31 days] = RM 520,000</li> <li>Baseline = RM 10,000</li> </ul>	
22 October 2020	Customer E spends RM     10,000 on retail purchases at the shopping mall using his     Maybank Islamic Ikhwan Visa Infinite	• Incremental ADB = RM 520,000 - RM 10,000 = RM 510,000  • Bonus Profit for October 2020 = RM 510,000 x 0.60%p.ax 31 ÷ 366 = RM259.18	
25 October 2020	Customer E spends RM 5,000 on retail purchases at the mobile store using his Maybank Islamic Ikhwan Visa Infinite		
28 October 2020	<ul> <li>Customer E used Interbank Giro (IBG) of RM 100,000 inward transfer to his PBA-i.</li> <li>Current balance in PBA-i is RM 610,000.</li> </ul>		



29 October2020	<ul> <li>Customer D made new eFD-i/eGIA-i Placement via FPX of RM 20,000.</li> <li>The current balance in PBA-i</li> </ul>	
	is still RM 610,000	

- 4.2 Treatment of Eligible Customers with Multiple Accounts of Same Product:
  - a) Bonus Profit will be paid to the Account with the highest monthly Incremental ADB.
  - b) If there is a tie in the monthly Incremental ADB amount amongst two (2) or more accounts held by a single Eligible Customer, Bonus Profit will be rewarded to the latest Account opened.
  - 4.3 For conversion from Premier Mudharabah Account-i to Private Banking Account-i, the baseline is the existing baseline.
  - 4.4 After the Campaign Period, there shall not be Bonus Profit awarded to the Account and Prevailing Profit rates shall apply.
  - 4.5 Eligible Customers may be eligible for the Bonus Profit in one of the calendar months, but may not be eligible for Bonus Profit in the following month due to non-fulfilment of any of the eligibility criteria for Bonus Profit.

#### 5 General Terms and Conditions

- 5.1 The Bank 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 the Bank may deem as appropriate. It shall be the responsibility of the Eligible Customers to be informed of or otherwise seek out any such notice validly posted.
- 5.2 By participating in this Campaign, Eligible Customers agree to access to the Bank website at www.Maybank2u.com.my on a regular basis to view the terms and conditions herein and seek clarification from The Bank should any of the Terms & Conditions be not fully understood and to ensure that they are kept-up-to-date with any changes or variations made to the Terms and Conditions herein. . Any variation (of any of the Terms and Conditions stated herein) shall be binding on the Eligible Customers (through any notice displayed at the Maybank2u Website at www.maybank2u.com).
- 5.3 By participating in this Campaign, the Eligible Customers agree to be bound by the Terms and Conditions herein set forth including any amendment thereto.
- 5.4 The Bank entitled to, at its discretion, disqualify/reject any Eligible Customers who do not comply with these Terms and Conditions and/or are found or suspected to be tampering with the Campaign and/or its process or the operations of this Campaign. Tampering shall include fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.



- 5.5 In no event shall the Bank nor any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by the Bank 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.
- 5.6 The Bank 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 Eligible Customers' participation in this Campaign or otherwise. Furthermore, the Bank 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 the Bank.
- 5.7 By participating in this Campaign, Eligible Customers 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 at www.maybank2u.com ("Maybank's Privacy Notice"). Eligible Customers are welcome to seek clarification from the Bank should any of these Terms and Conditions be not fully understood.
- 5.8 In addition and without prejudice to the terms in the Maybank's Privacy Notice, Eligible Customers agree and consent to his/ her personal data or information being collected, processed and used by the Bank for:
  - i) the purposes of the Campaign; and
  - ii) marketing and promotional activities conducted by the Bank 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, each Eligible Customer agrees to co-operate and participate in all reasonable advertising and publicity activities of the Bank in relation to the Campaign.
- 5.9 These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.