

**CONVENTIONAL FIXED DEPOSIT CHINESE NEW YEAR CAMPAIGN 2019**  
**“DOUBLE HAPPINESS”**  
**Terms and Conditions**

1. Malayan Banking Berhad (Company No. 3813-K) will be referred to as “the Bank”.
2. **The Campaign Period**  
 These Terms and Conditions (“T&Cs”) shall govern the Chinese New Year Campaign 2019 “Double Happiness” (“Campaign”) commencing from 2<sup>nd</sup> January 2019 until 28<sup>th</sup> February 2019 (or upon achieving the campaign target set by the Bank, whichever is earlier) (“Campaign Period”).
3. **Eligibility**
  - 3.1 The Campaign is open to all new and existing Conventional Fixed Deposit (“FD”) placement of Maybank Private, Maybank Premier and Maybank Privilege customers (collectively referred to as “Eligible Customers”) excluding sole proprietorships, partnerships, charitable/non-profit organizations, societies, schools, colleges, universities corporate entities and commercial companies.
  - 3.2 Employees of Malayan Banking Berhad and Maybank Islamic Berhad (which include its employees in overseas offices, branches and subsidiaries), as well as advertising and promotions agencies who are directly involved - including their immediate family members are not eligible to participate in this Campaign.
  - 3.3 The Eligible Customer(s) is required to have either a Current Account or a Savings Account (“CASA”) opened and maintained with any branches of the Bank in Malaysia.
4. **Mechanics/Features of the Campaign**
  - 4.1 Only applicable to FD placements (using <sup>1</sup>Fresh Funds or <sup>2</sup>Roll-over Funds) made over the counter during the Campaign Period at any of the Bank’s branches in Malaysia which meets the campaign eligibility participation in accordance to the customer segmentation and placement amount set out in Paragraph 4.2 below.

**Note**

*For the purposes of this Campaign, <sup>1</sup>Fresh Funds means (i) funds which are transferred to the Customer’s CASA maintained at Maybank as a result of cleared cheques from other banks; or (ii) funds which are newly transferred into the Customer’s CASA maintained at Maybank. Whereas <sup>2</sup>Roll-over Funds means funds which are from matured Fixed Deposits or transferred from Customer’s CASA at the point of fund placement.*

- 4.2 The customer segmentation and placement amount criteria as mentioned in Paragraph 4.1 above are as follows:

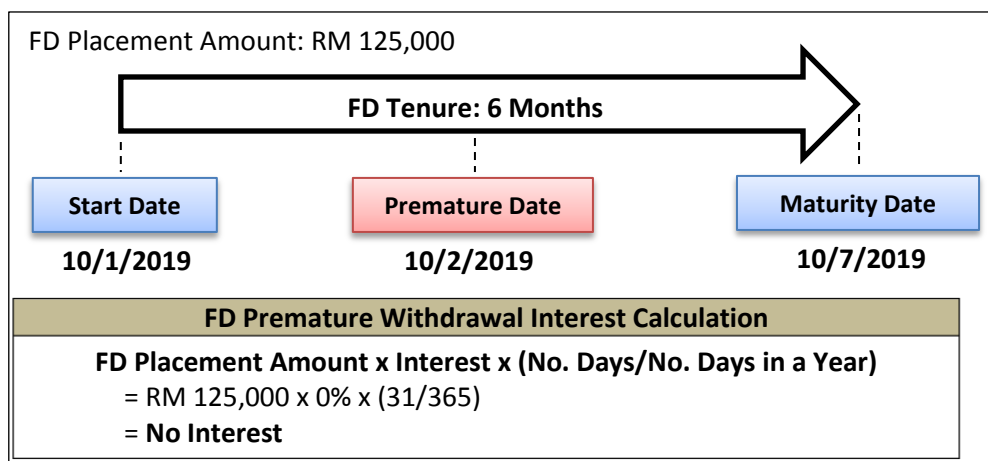
Eligibility (Individual customers only)	Minimum Placement (in a single certificate)	Maximum Placement (per customer)	Tenure (Month)	Board Rate (as at Dec 2018)	Campaign Effective Rate	
					Fresh Fund	Roll-over Fund
Maybank Privilege	RM 100,000	RM 15.0 million	6	3.30% p.a.	4.00% p.a.	3.90% p.a.
Maybank Private or Maybank Premier	RM 250,000		12	3.35% p.a.	4.28% p.a.	4.18% p.a.

### 4.3 Interest Calculations for Premature FD Withdrawal

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

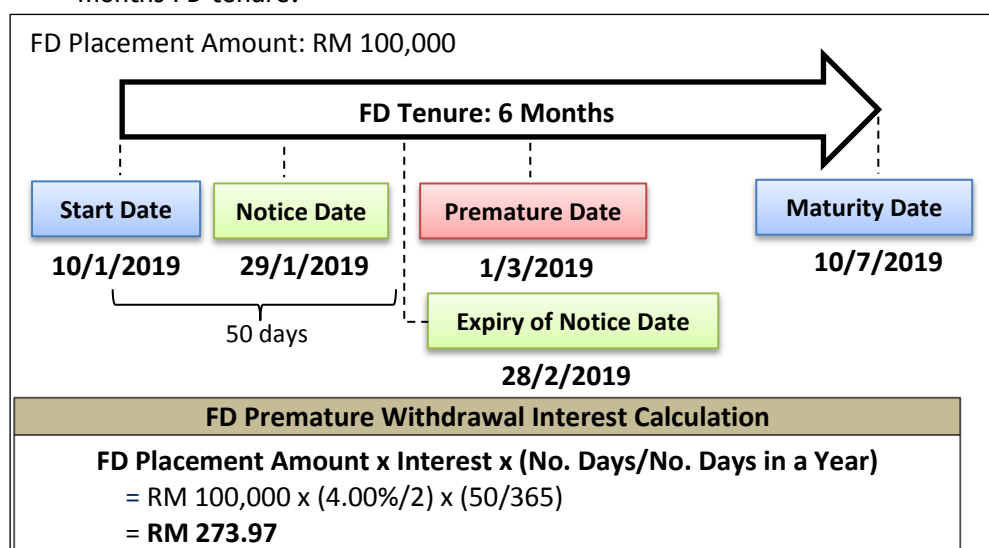
- 4.3.1 Immediate Fixed Deposit Premature Withdrawal (Without 31 days' Notice Period): No interest shall be paid on any immediate FD premature withdrawal (Without 31 days' Notice Period) that has not completed its respective full tenure period.

Example of Immediate FD Premature Withdrawal Calculation for <sup>1</sup>Fresh Funds:



- 4.3.2 Fixed Deposit Premature Withdrawal (With 31 days' notice period): 50% of the contracted interest rate is payable when a 'Notice Period' of 31 days (inclusive of the day of notice) is given by the customer at the branch. Based on the notice, the principal amount and the accrued interest will be credited on the day 32<sup>nd</sup> into the customer's CASA.

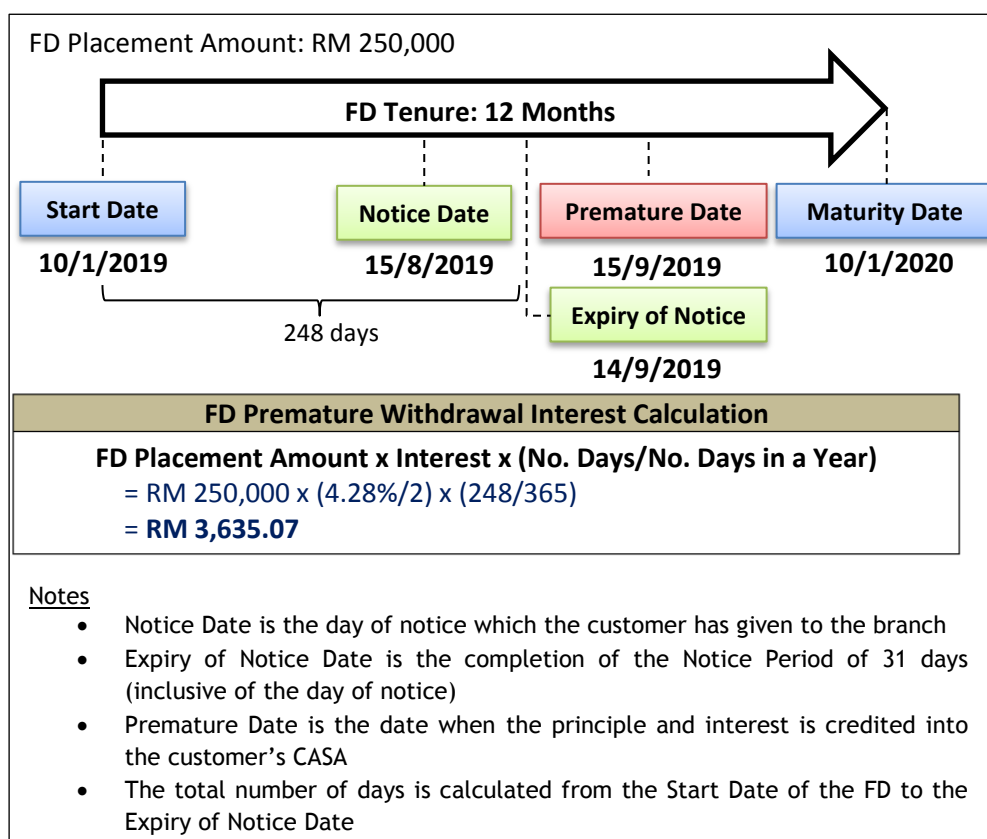
- a. Example of FD Premature Withdrawal Calculation for <sup>1</sup>Fresh Funds on a 6 months FD tenure:



#### Notes

- Notice Date is the day of notice which the customer has given to the branch
- Expiry of Notice Date is the completion of the Notice Period of 31 days (inclusive of the day of notice)
- Premature Date is the date when the principle and interest is credited into the customer's CASA
- The total number of days is calculated from the Start Date of the FD to the Expiry of Notice Date

- b. Example of FD Premature Withdrawal Calculation for <sup>1</sup>Fresh Funds on a 12 months FD tenure:



## 5. Specific Terms and Conditions

- 5.1 The Campaign Rates are subject to any Overnight Policy Rate ("OPR") change during the Campaign Period. Any change in the OPR will be applicable to new placement thereafter.
- 5.2 This Campaign is available for FD placements made via over the counter only. Upon maturity of FD, the FD rates shall be changed to the prevailing FD board rates for any renewal thereof. Please log-on to [www.maybank2u.com.my](http://www.maybank2u.com.my) to view the prevailing FD board rates.

## 6. General Terms and Conditions

- 6.1 By participating in this Campaign, the Eligible Customer(s) agrees to be bound by these T&Cs and the decisions of the Bank.
- 6.2 The Bank reserves the right at its discretion to 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 T&Cs herein, wholly or in part at its discretion, by way of posting on [www.maybank2u.com](http://www.maybank2u.com) or in other methods which the Bank deems practical, by giving twenty one (21) calendar days prior notice to the Eligible Customer(s) on such variation, supplemental, deletion, modification or amendment, as the case may be, to these T&Cs. For the avoidance of doubt, cancellation, termination or suspension by the Bank of this Campaign shall not entitle the Eligible Customer(s) to any claim or compensation against the Bank for any and all losses or damages suffered or incurred by the Eligible Customer(s) as a direct or indirect result of the act of cancellation, termination or suspension.

- 6.3 These T&Cs are in addition to the respective product terms and conditions for the Bank. In the event of inconsistency between these T&Cs and the product terms and conditions, these T&Cs shall prevail insofar as they apply to this Campaign.
- 6.4 The Bank shall not be responsible and/or liable nor shall it accept any form of liability whatsoever nature and howsoever arising or suffered by the Eligible Customer(s) resulting directly or indirectly from the Eligible Customer(s)'s participation in the Campaign or otherwise. Furthermore, the Bank shall not be liable for 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 the Bank.
- 6.5 By participating in the Campaign, the Eligible Customer(s) agrees to be bound by these T&Cs including any amendment(s) thereto. The Bank may at its sole and absolute discretion disqualify/reject any Eligible Customer(s) who does not comply with the T&Cs 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.
- 6.6 The Bank shall only be liable for any loss or damage suffered or incurred as a direct result of the Bank's gross negligence and shall not be liable for any other loss or damage of any kind such as loss of income, profit, goodwill or indirect, incidental, exemplary, punitive, consequential or special loss or damage howsoever arising, whether or not the Bank has been advised of the possibility of such loss or damage.
- 6.7 The Bank's decision on all matters relating to this Campaign including but not limited to the eligibility to participate, gift entitlement to Eligible Customer(s) and in case of any dispute, shall be final and binding on all Eligible Customer(s) who participates in this Campaign and no correspondence will be entertained.
- 6.8 By participating in this Campaign, the Eligible Customer(s)'s consent(s) to the Bank processing his/her personal information for purpose of administering the Campaign and contacting them in relation to the same ("Purpose").
- 6.9 It is necessary for the Bank to process the Eligible Customer(s)'s personal information for the Purpose, without which he/she will not be able to participate in this Campaign.
- 6.10 The Eligible Customer(s)'s personal information may be disclosed to other companies within the Bank, which shall include its holding company, subsidiary(s), and any associated company(s), including any company as a result of any restructuring, merger, sale or acquisition), service providers, and vendors and any of his/her respective agents, servants and/or such persons, whether located within or outside Malaysia for the Purpose, if applicable, subject at all times to any laws (including regulations, standards, guidelines and/or obligations) applicable to the Bank.
- 6.11 By participating in this Campaign, the Eligible Customer(s) agrees and consents to allow his/her personal data being collected, processed and used by the Bank in accordance with the Bank's Privacy Notice, which may be viewed on [www.maybank2u.com.my](http://www.maybank2u.com.my) ("Maybank's Privacy Notice"). In addition and without prejudice to the terms in the Maybank's Privacy Notice, the Eligible Customer(s) agrees and consents to his/her personal data or information being collected, processed and used by Maybank for:-
- a. the purposes of the Campaign;
  - b. marketing and promotional activities conducted in such manner as the Bank 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(s). 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(s) agrees to co-operate and participate without further express consent and/or payment or consideration, in all reasonable advertising and publicity activities of the Bank in relation to the Campaign.

- 6.12 Any personal data of the Eligible Customer(s) of this Campaign collected by the Bank under these T&Cs shall be processed retained, disclosed and processed only for the purposes of this Campaign specified in the T&Cs. Please refer to the Maybank Group Policy Notice (which is available at [www.maybank2u.com](http://www.maybank2u.com)).
- 6.13 The Eligible Customer(s) is liable and shall personally bear all applicable taxes, government fees, all the cost related to delivery or installation or any other charges that may be levied against them under applicable laws, if any, in relation to participating in this Campaign.
- 6.14 Any notices required to be given in respect of this Campaign by the Bank to the Eligible Customer(s) may be given in any of the following manner as determined by the Bank in its absolute discretion:-
- a. by hand delivery, which shall be deemed received by the Eligible Customer(s) upon written acknowledgement of receipt by the Eligible Customer(s) or his/her representative; or
  - b. by ordinary post or registered post or courier if sent to or left at the Eligible Customer(s)' last known address registered with the Bank and shall be deemed to be received by the Eligible Customer(s)' within three (3) Business Days from posting if sent by ordinary post or registered post and within two (2) Business Days from sending if by courier; or
  - c. by electronic mail to the Eligible Customer(s)' last known e-mail address in the Bank records and such notices shall be deemed to be received by the Eligible Customer(s) after 24 hours from transmission; or
  - d. by facsimile to the Eligible Customer(s)' last known facsimile number in the Bank records and such notices shall be deemed to have been received by the Eligible Customer(s) upon completion of the transmission as evidenced by a fax confirmation slip ; or
  - e. by general notice in at least one major national newspaper or posted at the Bank's branch premises or on visual screen through a computer or visual terminal or at the Bank's Website, and the notice shall be deemed to have been received by Eligible Customer(s) or effective from the date of such notice is made available or the date specified in the notice; or
  - f. by notification or communication in any other reasonable or appropriate manner as deems fit by the Bank including telephone call and Short Messaging System (SMS).
- 6.15 These T&Cs shall be governed by the Laws of Malaysia and any dispute arising from and/or in connection with this Campaign shall be resolved by the exclusive jurisdiction of the Courts of Malaysia.
- 6.16 In addition to the terms stipulated above, the Eligible Customers agree that the general terms and conditions in the terms and conditions governing banking accounts shall be read together with these T&Cs.