

# Top Up Mix & Match Campaign ("Campaign") for Premier Mudharabah Account-i ("PMA-i") Terms & Conditions

# 1.0 The Campaign Period

- 1.1 The Terms and Conditions shall govern the Top Up Campaign for PMA-i ("Campaign") commencing from 1<sup>st</sup> March 2022 to 31<sup>st</sup> July 2022 or upon reaching the Campaign set target, as determined by Maybank Islamic Berhad (Registration No: 200701029411(787435-M) ("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.

# 2.0 Eligibility

2.1 The Campaign is open to customers ("Account Holders") who hold new or existing PMA-i ("Account") (who may consist of individuals or joint account holders hereinafter referred to as "Eligible Customers").

Note: Maybank Islamic Berhad is a member of Perbadanan Insurans Deposit Malaysia ("PIDM"). PMA-i is not protected by PIDM.

2.2 Maybank Group employees are not eligible to participate in the Campaign.

# 3.0 Mechanics/Features of the Campaign

- 3.1 Campaign Prerequisite
  - a) Customer must have an existing or new PMA-i
  - b) The Incremental Average Daily Balance ("ADB") must be a minimum of RM10,000 up to a maximum of RM250,000 in the PMA-i for each respective month; and
  - c) Must have a minimum Month End Balance of RM10,000 for 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	INVEST & GROW	<ul> <li>Minimum Incremental ADB of RM10,000 up to a maximum of RM250,000 for the month.</li> <li>Refer to point 3.4.</li> </ul>	Core and Compulsory criteria
2	INWARD FUND TRANSFER	<ul> <li>Cumulative Selected Inward Fund Transfer of RM10,000 and above for the month.</li> <li>Refer to point 3.5.</li> </ul>	Optional Service



NO	QUALIFYING PRODUCTS/SERVICES	REQUIREMENTS	REMARKS
3	IKHWAN CREDIT CARD SPEND	<ul> <li>Cumulative Selected Credit Card Spend of RM3,000 and above for the month.</li> <li>Refer to point 3.6.</li> </ul>	Optional Product
4	FIXED SAVINGS (only 2 withdrawals allowed per month)	<ul> <li>Customers who have a minimum Month End Balance of RM50,000.</li> <li>Maximum of 2 'Withdrawals' allowed per month only.</li> <li>Refer to point 3.7.</li> </ul>	Optional Service
5	NEW ACCOUNT OPENING WITH ON- BOARDING OF PRIVILEGE SERVICE	<ul> <li>Customers who open a new PMA-i.</li> <li>Must be on-boarded to 'Privilege' service</li> <li>Refer to point 3.8.</li> </ul>	Additional Reward

- b) Incremental ADB in PMA-i refers to the difference in the ADB during the Campaign Period as compared to the ADB in the Account for the month of February 2022 ("Baseline").
- c) "Baseline" shall be defined as below:

NO	ACCOUNT TYPE	BASELINE (RM)	
1	New Account	Baseline shall be RM0	
2	Existing Account	Baseline shall be ADB for the month of February 2022	

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. ADB shall be defined as below:

NO	CUSTOMER TYPE	DETAILS
1	New Customer	For PMA-i opened during the Campaign Period, the ADB for the respective month in which PMA-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 PMA-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 PMA-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 <sup>1</sup>Bonus Profit is only applicable for the Eligible Customer who met the "Invest & Grow" requirement and the respective requirement of one or more of the participating products/services as illustrated below in item 3.3 (c).

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.

- b) Bonus Profit is according to Incremental ADB & each product/service requirements.
- c) Invest & Grow and a maximum of 2 qualifying products / services.
  - i. Invest & Grow criteria
    - Bonus Profit of 0.15% p.a. up to 0.20% p.a.

ADB Balance Band (RM)	Bonus Profit (%) p.a.
RM10,000 to RM25,000	0.15%
Up to RM50,000	0.15%
Up to RM100,000	0.15%
Up to RM200,000	0.20%
Up to RM250,000	0.20%

- ii. Invest & Grow + 1 Qualifying Product/Service
  - Bonus Profit of 0.20% p.a. up to 0.25% p.a.

ADB Balance Band (RM)	Bonus Profit (%) p.a.
RM10,000 to RM25,000	0.20%
Up to RM50,000	0.20%
Up to RM100,000	0.20%
Up to RM200,000	0.25%
Up to RM250,000	0.25%

# iii. Invest & Grow + 2 Qualifying Products/Services

• Bonus Profit of 0.25% p.a. up to 0.40% p.a.

ADB Balance Band (RM)	Bonus Profit (%) p.a.
RM10,000 to RM25,000	0.25%
Up to RM50,000	0.25%
Up to RM100,000	0.25%
Up to RM200,000	0.40%
Up to RM250,000	0.40%

d) For New Account Opening of PMA-i with Privilege Tagging, the Eligible Customer will be given the "Invest & Grow + 2 Qualifying Products/Services" Bonus Profit of 0.25% p.a. up to 0.40% p.a., per table above in point 3.3(c)(iii) for the respective account's opening month. Bonus Profit is subject to ADB Growth.



e) Bonus Profit Calculation Formula shall be termed as below:

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

^Leap year = 366 years, Non-leap years = 365 days

- f) 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 PMA-i is closed before the Bonus Profit is credited, no Bonus Profit shall be paid to the Eligible Customer.
- 3.4 Invest & Grow (Core and Compulsory criteria)
  - a) To be eligible for "Invest & Grow", the Eligible Customer must meet the following requirements:
    - i. Minimum Incremental ADB of RM10,000 up to a maximum of RM250,000 for the respective month; and
    - ii. Minimum Month End Balance of RM10,000 for each respective month.
- 3.5 Inward Fund Transfer (Optional Service)
  - a) To be eligible for the "Inward Fund Transfer", the Eligible Customer must meet the following requirements:
    - i. Cumulative Inward Fund Transfer of RM10,000 and above for the month. For this Campaign, Inward Fund Transfer to the PMA-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 "Invest & Grow", Core and Compulsory criteria.
- 3.6 Ikhwan Credit Card Spend (Optional Product)
  - a) To be eligible for the "Ikhwan 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) calendar days prior notice;

PARTICIPATING CREDIT CARD	CREDIT CARD SPEND (RM)
<ul> <li>Maybank Islamic Mastercard Ikhwan Platinum</li> <li>Maybank Islamic Petronas Ikhwan Visa Platinum</li> <li>Maybank Islamic Ikhwan American Express Platinum</li> </ul>	<ul> <li>Cumulative credit card spend of RM3,000 and above on retail transactions per calendar month.</li> <li>Applicable only to retail transactions 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 "Invest & Grow", Core and Compulsory criteria;
- iii. The Eligible Customer must have a valid and active Participating Credit Card and continue to be enrolled in the Campaign at month end for the Bonus Profit computation. Any cancelled Participating Credit Card before the Bonus Profit computation shall not be considered;
- iv. For the purpose of this Campaign, "retail transactions" refer to 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; and
  - 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 Ezypay-i and Ezypay Plus-i (as determined by the Bank), only the monthly instalment amount will 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 Fixed Savings (Optional Service)

- a) To be eligible for the "Fixed Savings", the Eligible Customer must meet the following requirements:
  - i. Must be paired with "Invest & Grow", Core and Compulsory criteria;
  - ii. Must have a minimum Month End Balance of RM50,000 in PMA-i for each respective month; and
  - iii. Customers are only allowed a maximum of 2 'Withdrawals' per month from PMA-i
- b) 'Withdrawals' are defined as the following transactions:
  - i. Cash Withdrawal via ATM:
  - ii. Cash Withdrawal via Over The Counter at branches; and
  - iii. Outward Telegraphic transfers to Other Banks Account i.e IBG, RENTAS



- 3.8 New Account Opening With On-boarding of Privilege Service (Additional Reward)
  - a) To be eligible for the "New Account Opening With On-Boarding of Privilege 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 'Privilege' service;
    - iii. Must be paired with "Invest & Grow", Core and Compulsory criteria; and
    - iv. This is only available for the respective month of the new account opening.
  - b) The following are the requirements for customers to be eligible for 'Privilege Service':
    - i. Any combination or single product of funds and investments between RM50,000 to RM250,000; OR
    - ii. Any combination or single product of financing, funds and investments between RM250,000 to RM1,000,000.

#### 4.0 Other Conditions

4.1 The "Invest & Grow" criteria, 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:

INVEST & GROW			
DATE	PARTICULARS	BONUS PROFIT	Γ
Scenario 1: Customer A is a new customer who opened a PMA-i as at 1 March 2022. Custom A only met the criteria and requirements for "Invest & Grow".		th 2022. Customer	
		Customer met the "Invest & Gr	ow" criteria
1 March	Customer A makes a placement of RM20,000	QUALIFYING PRODUCTS / SERVICES	MET REQUIREMENTS
2022	into PMA-i.	Invest & Grow	YES
		Inward Fund Transfer	NO
		Ikhwan Credit Card Spend	NO
	• Customer A makes a placement of RM10,000 into PMA-i.	Fixed Savings	NO
20		New Account & Service Tag	NO
March 2022		• Average daily balance (ADB) for = [(19 days x RM20,000) + (11 d + (1 day x RM45,000) ÷ 31 day = RM 24,354.84	ays x RM30,000)
31 March 2022	• Customer A makes a placement of RM15,000 into PMA-i.	<ul> <li>Baseline = RM0</li> <li>Incremental ADB = RM24,354.84 - RM 0 = RM24,354.84</li> <li>Bonus Profit for March 2022 = RM24,354.84 x 0.15% p.a. x 31 ÷ 365 = RM3.10</li> </ul>	



NO

DATE	PARTICULARS	BONUS PROFIT	
met the c		er who opened a PMA-i as at 10 Aprivest & Grow" and "Ikhwan Credit (	
10 April	• Customer B makes a	Customer met the "Invest & Gr Product/Service" criteria	ow + 1 Qualifying
2022	placement of RM35,000 into PMA-i.	QUALIFYING PRODUCTS / SERVICES	MET REQUIREMENTS
		Invest & Grow	YES
	Customer B spends	Inward Fund Transfer	NO
45 4	RM4,000 on retail	Ikhwan Credit Card Spend	YES
15 April 2022	purchases online using his/her Maybank Islamic	Fixed Savings	NO
ZUZZ	Petronas Ikhwan Visa	New Account & Service Tag	NO
20 April 2022 30 April 2022	<ul> <li>Customer B makes a placement of RM25,000 into PMA-i.</li> <li>Customer B withdraws RM15,000 via IBG from PMA-i.</li> </ul>	<ul> <li>Average daily balance (ADB) for April 2022         = [(10 days x RM35,000) + (10 days x RM60,000) + (1 day x RM45,000) ÷ 21 days]         = RM47,380.95         <ul> <li>Baseline = RM0</li> <li>Incremental ADB = RM47,380.95 - RM0</li></ul></li></ul>	
outstandi 2022. In t	ng balance in PMA-i for the mon	tomer. He/she has a RM20,000 ADE th of February 2022 and maintains er C met the criteria and requirem	the same in March ents for "Invest &
1 April 2022	Customer C makes a placement of RM50,000 into PMA-i.	Customer met the "Invest & Gr Product/Service" criteria  QUALIFYING PRODUCTS /	ow + 1 Qualifying  MET
		SERVICES	REQUIREMENTS
20 April 2022	Customer C uses Interbank	Invest & Grow	YES
	Giro Transfer (IBG) for a	Inward Fund Transfer	YES
	RM25,000 inward transfer to PMA-i.	Ikhwan Credit Card Spend	NO
	6	Fixed Savings	NO

**Fixed Savings** 

÷ 30 days]

New Account & Service Tag

• Average daily balance (ADB) for April 2022 = [(19 days x RM70,000) + (2 days x RM95,000)

+ (3 days x RM80,000) + (2 days x RM77,000) +

(1 day x RM67,000) + (3 days x RM97,000)

• Current balance in PMA-i is

• Customer C withdraws

RM15,000 via IBG from

RM95,000.

PMA-i.

22 April

2022



INVEST &	INVEST & GROW + 1 QUALIFYING PRODUCT/SERVICE		
DATE	PARTICULARS	BONUS PROFIT	
25 April 2022	• Customer C withdraws RM3,000 via ATM from PMA-i.	= RM75,733.33 • Baseline = RM20,000 • Incremental ADB = RM75,733.33 - RM20,000 = RM55,733.33 • Bonus Profit for April 2022	
27 April 2022	• Customer C withdraws RM10,000 via IBG from PMA-i.	= RM55,733.33 x 0.20% p.a. x 30 ÷ 365 = RM9.16	
28 April 2022	• Customer C makes a placement of RM30,000 into PMA-i.		

<u>Scenario 4</u>: Customer D is an existing customer with RM30,000 ADB and month end outstanding balance in PMA-i for the month of March 2022. In the month of April 2022, Customer D met the criteria and requirements for "Invest & Grow" and "Fixed Savings".

1 April	Customer D makes a placement of RM100,000 into PMA-i	Customer met the "Invest & Grow + 1 Qualifying Product/Service" criteria	
2022		QUALIFYING PRODUCTS / MET REQUIREMENTS	
		Invest & Grow YES	
	Customer D withdraws	Inward Fund Transfer NO	
15 April	RM20,000 via IBG from PMA-i.	Ikhwan Credit Card Spend NO	
2022	Current balance in PMA-i is	Fixed Savings YES	
	RM110,000.	New Account & Service Tag NO	
20 April 2022	• Customer D withdraws RM10,000 via ATM from PMA-i.	<ul> <li>Average daily balance (ADB) for April 2022</li> <li>= [(14 days x RM130,000) + (5 days x RM110,000) + (5 days x RM100,000) + (6 days x RM220,000) + 30 days]</li> <li>= RM139,666.67</li> <li>Baseline = RM30,000</li> <li>Incremental ADB = RM139,666.67 - RM30,000</li> </ul>	
25 April 2022	Customer D makes a placement of RM120,000 into PMA-i.	= RM109,666.67 • Bonus Profit for April 2022 = RM109,666.67 x 0.25% p.a. x 30 ÷ 365 = RM22.53	



#### **INVEST & GROW + 2 QUALIFYING PRODUCTS/SERVICES BONUS PROFIT** DATE **PARTICULARS** Scenario 5: Customer E is a new customer who opened a PMA-i as at 3 March 2022. Customer E met the criteria and requirements for "Invest & Grow", "Ikhwan Credit Card Spend", and "Fixed Savings" in the month of March 2022. • Customer met the "Invest & Grow + 2 Qualifying • Customer E opened new Products/Services" criteria PMA-i 3 March • Customer E makes a **QUALIFYING PRODUCTS /** MET 2022 placement of RM45,000 **REQUIREMENTS SERVICES** into PMA-i. Invest & Grow YES • Customer E spends **Inward Fund Transfer** NO RM4,500 on retail Ikhwan Credit Card Spend YES purchases online using 10 **Fixed Savings** YES March his/her Maybank Islamic New Account & Service Tag NO Petronas Ikhwan Visa 2022 Platinum Credit Card • Average daily balance (ADB) for March 2022 $= [(9 \text{ days } \times \text{RM45},000) + (12 \text{ days } \times \text{RM35},000)]$ + (8 days x RM55,000) ÷ 29 days] 12 Customer E withdraws = RM43,620.69March RM10,000 via IBG from • Baseline = RM0 2022 PMA-i. • Incremental ADB = RM43,620.69 - RM0 = RM43,620.69• Bonus Profit for March 2022 $= RM43,620.69 \times 0.25\% \text{ p.a. } \times 29 \div 365$ 24 • Customer E makes a = RM8.66

<u>Scenario 6</u>: Customer F is an existing customer with a RM50,000 ADB and month end outstanding balance in PMA-i for the month of February 2022. Customer F met the criteria and requirements for "Invest & Grow", "Inward Fund Transfer", "Ikhwan Credit Card Spend" and "Fixed Savings" in the month of March 2022.

,	1 March 2022	<ul> <li>Customer F makes a placement of RM150,000 into PMA-i</li> </ul>	<ul> <li>Customer met the "In Products/Services" or qualifying products/se</li> </ul>	
	8 March 2022	Customer F uses Interbank Giro Transfer (IBG) for a	QUALIFYING PRODI SERVICES	
		RM15,000 inward transfer to PMA-i • Current balance in PMA-i is RM215,000.	Invest & Grow	
			Inward Fund Transfe	
			Ikhwan Credit Card S	
			Fixed Savings	
	15 March 2022	<ul> <li>Customer F spends RM2,000 on retail purchases using his/her Maybank Islamic Mastercard Ikhwan Platinum</li> </ul>	New Account & Servi	
			• Average daily balance = [(7 days x RM200,000	

placement RM20,000 into

PMA-i.

March

2022

• Customer met the "Invest & Grow + 2 Qualifying Products/Services" criteria; maximum of 2 qualifying products/services

QUALIFYING PRODUCTS / SERVICES	MET REQUIREMENTS
Invest & Grow	YES
Inward Fund Transfer	YES
Ikhwan Credit Card Spend	YES
Fixed Savings	YES
New Account & Service Tag	NO

Average daily balance (ADB) for March 2022= [(7 days x RM200,000) + (20 days x RM215,000)



INVEST & GROW + 2 QUALIFYING PRODUCTS/SERVICES					
DATE	PARTICULARS	BONUS PROFIT			
22 March 2022	<ul> <li>Customer F spends RM5,000 on retail purchases online using his/her Maybank Islamic Mastercard Ikhwan Platinum</li> </ul>	+ (1 day x RM265,000) + (3 days x RM260,000) ÷ 31 days] = RM217,580.65 • Baseline = RM50,000 • Incremental ADB = RM217,580.65 - RM50,000 = RM167,580.65			
28 March 2022	<ul> <li>Customer F uses Interbank Giro Transfer (IBG) for a RM50,000 inward transfer to PMA-i.</li> <li>Current balance in PMA-i is RM265,000.</li> </ul>	• Bonus Profit for March 2022 = RM167,580.65 x 0.40% p.a. x 31 ÷ 365 = RM56.93			
29 March 2022	Customer F makes a withdrawal of RM5,000 via ATM from PMA-i.				

NEW ACC	OUNT OPENING AND SERVICE T	AG
DATE	PARTICULARS	BONUS PROFIT

<u>Scenario 7</u>: Customer G is a new customer who opened a PMA-i on 3 March 2022. Customer G met the enrolment criteria and requirements for "Invest & Grow" and "New Account & Service Tag". Only for the month of March 2022, Customer G will be awarded the "Invest & Grow + 2 Qualifying Product/Services" bonus profit based on the according ADB growth band. For the next following month(s), bonus profit will be subject to Customer G's eligibility on the respective required criteria.

3 March	<ul> <li>Customer G opens a new</li> </ul>
2022	PMA-i
	• Customer G makes a

- Customer G makes a placement of RM45,000 into PMA-i
- Customer G meets the requirements for the "Privilege" service tag.

• Customer met the "New Account Opening and Service Tag" criteria

QUALIFYING PRODUCTS / SERVICES	MET REQUIREMENTS
Invest & Grow	YES
Inward Fund Transfer	NO
Ikhwan Credit Card Spend	NO
Fixed Savings	NO
New Account & Service Tag	YES

- Average daily balance (ADB) for March 2022
  - =  $[(29 \text{ days x RM45,000}) \div 29 \text{ days}]$
  - = RM45,000.00
- Baseline = RM0
- Incremental ADB = RM45,000.00 RM 0
  - = RM45,000.00
- Bonus Profit for March 2022
  - $= RM45,000.00 \times 0.25\% \text{ p.a. } \times 29 \div 365$
  - = RM8.94



- 4.2 Treatment of Eligible Customers with Multiple Accounts of the 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 After the Campaign Period, there shall not be Bonus Profit awarded to the Account and Prevailing Profit rates shall apply.
- 4.4 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.

#### 5.0 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) calendar days prior notice thereof, the notice of which shall be posted through the Bank's website at www.maybank2u.com.my 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 the Bank's 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 Bank's Website at www.maybank2u.com.my).
- 5.3 By participating in this Campaign, Eligible Customers agree to be bound by the Terms and Conditions herein set forth including any amendment thereto.
- 5.4 The Bank is 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 the 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 Statement, which may be viewed at www.maybank2u.com.my ("Maybank Privacy Statement"). 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 Privacy Statement, 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.