

SMART PORTFOLIO CAMPAIGN (“Campaign”) TERMS AND CONDITIONS

1.0 The Campaign Period

This Campaign is organised by Malayan Banking Berhad (Co. Reg. No.: 196001000142) (“Maybank”). By participating in this Campaign, the **Eligible Participant(s)** (as defined below) hereby expressly agrees to be bound by these terms and conditions (“**Terms and Conditions**”) and Maybank’s decision. This Campaign commences from 15th August 2021 and will expire on 15th December 2021 (“**Campaign Period**”), both dates inclusive.

2.0 Eligibility Criteria for the Campaign (“Eligibility Criteria”)

2.1 This Campaign is open to all existing and new Maybank Premier Customers aged 18 years and above, and applicable to both Malaysian citizens and foreigners who fulfil the following requirements:

(a) **Maybank Premier** customers who open and/or maintain:

- (i) Any combination or single product of deposits and investments between RM250,000 to RM1,000,000; OR
- (ii) Any combination or single product of financing, deposits and investments between RM1,000,000 to RM4,000,000.

(b) is not employee of Maybank and its group of companies.

[hereinafter, will be referred to as “**Eligible Participants**”].

3.0 Campaign Details

3.1 Participating Products

| Participating Product Category | Qualifying Criteria |
|--------------------------------|---------------------|
| INVESTMENT | Refer to clause 4.1 |
| LIFE INSURANCE/TAKAFUL | Refer to clause 4.2 |

[hereinafter referred to as the “**Participating Product(s)**”]

3.2 Campaign Rewards

The campaign rewards are as set out below:

- (a) 200x 1g MIGA-i* gold
- (b) 50x 2g MIGA-i* gold
- (c) 200x La Gourmet Food Jar or Thermos Flask worth RM100

[hereinafter referred to as the “**Campaign Reward(s)**”]

* Maybank is a member of PIDM. MIGA-i (Maybank Islamic Gold Account-i) is not protected by PIDM.

3.3 Campaign Mechanics

- 3.3.1 Eligible Participant will be eligible for the Campaign Rewards subject to the fulfilment of the qualifying criteria for each product set out below.
- 3.3.2 Entries are automatically tracked. No Campaign entry forms or registration are required.
- 3.3.3 Campaign Rewards for 3.2 (a) and (b) are based on the highest total investment portfolio during the Campaign Period.
- 3.3.4 Campaign Rewards for 3.2 (c) is upon sign-up/subscription; Campaign Rewards will be issued on a first-come, first-served basis, while stock lasts.
- 3.3.5 The entitlement of Eligible Participants to the Campaign Rewards will be determined within three (3) months after the end of the Campaign Period.

3.4 Other Terms and Conditions

- 3.4.1 All Campaign Rewards are not exchangeable for cash, credit or kind. Maybank has the right to replace the Campaign Reward with item(s) of equivalent value with 21 calendar days' prior notice.
- 3.4.2 Maybank is not the supplier of the Campaign Rewards and makes no warranty or representation as to the quality, merchantability and/or the fitness for purpose of the gifts provided and shall not be responsible for any defect or any other loss or damage that may be suffered in connection with the Campaign Rewards. Any dispute over the Campaign Rewards provided by the merchant should be resolved directly between Eligible Participants and the merchants.
- 3.4.3 The image(s) of the Campaign Rewards item (if any) in any brochure, marketing or Campaign material relating to this Campaign is for illustrative purposes only.
- 3.4.4 Maybank, its related corporations, employees and/or independent contractors shall not be liable for any loss, injury, liabilities, expense or damage whatsoever or howsoever incurred or sustained by the selected Winner and/or any other person by reason of, arising from or in connection with the Campaign and/or the usage of the gift and/or of any service, product or facility of any merchant or any transaction that are processed late, incorrectly or lost due to computer or other electronic breakdown or malfunction or for any other reason.

4.0 Campaign Terms and Conditions - Participating Products

4.1 Investment

| Participating Product Category | Participating Product Type/Description | Qualifying Criteria | Campaign Reward |
|--------------------------------|---|--|---|
| INVESTMENT | 1. Unit Trusts/Shariah Compliant Unit Trust funds** 2. Structured Products/Islamic Structured Products 3. Retail Bonds/Retail Sukuk <i>**Note: Excluding ASNB variable funds</i> | Minimum initial investment of RM300,000 during Campaign Period (Subsequent investments can be of any amount.) | Top 200 customers who perform a single or combined accumulated investment portfolio of minimum RM1 million and above will be entitled to 1g MIGA-i gold |

4.1.1 The Campaign is open to the following three (3) investment product types:

| | Investment Product Type | Description |
|----|--|---|
| 1. | Unit Trusts/Shariah Compliant Unit Trust funds | Open to selected Unit Trust/Shariah Compliant Unit Trust funds (exclude ASNB variable funds) with minimum 2% sales charge |
| 2. | Structured products/Islamic Structured | Open to selected Structured Products/Islamic Structured Products distributed by Maybank with 1.5% sales charge |
| 3. | Retail Bonds/Retail Sukuk | Open to selected Retail Bonds/Retail Sukuk with 1% sales charge |

[hereinafter referred to as “Investment Product”]

4.1.2 Eligible participants are expected to make an initial investment of a minimum of RM300,000 in a single transaction. Subsequent investments can be of any amount.

4.1.3 The top 200 Eligible Participants with minimum single or combined accumulated investment portfolio of RM1 million and above will be entitled to 1g MIGA-i gold.

4.1.4 The top 50 customers with minimum single or combined accumulated investment of RM1million and above, and having subscribed to Life Insurance or Takaful Products (as defined in clause 4.2 below) with minimum AFYP/AFYC of RM 30,000 during the campaign period will be entitled to 2g MIGA-i.

4.2 Life Insurance/Takaful

| Participating Product Category | Participating Product Type/Description | Qualifying Criteria | Campaign Reward |
|--------------------------------|---|--|--|
| Life Insurance/Takaful | 1. Smart Wealth 2. Smart Waris 3. Smart Cash Xtra 4. Smart Flexi Plus 5. Takaful Smart Plus Note: The forthcoming standalone medical plan will also be included in this campaign | Minimum premium/contribution amount of RM30,000 during Campaign Period | First 200 customers will receive a gift worth RM100 with minimum subscription of RM30,000 AFYP/AFYC. |

- a) The Campaign is open to the following selected Life Insurance policies/Takaful certificates:

- (a) Smart Wealth
- (b) Smart Waris
- (c) Smart Cash Xtra
- (d) Smart Flexi Plus
- (e) Takaful Smart Plus
- (f) forthcoming standalone medical plan

[hereinafter referred to as “**Life Insurance or Takaful Products**”]

- b) Eligible Participants are required to sign-up for new Life Insurance or Takaful Products with the premium/contribution amount of Annualized First Year Premium/Contribution (“AFYP/AFYC”) of RM30,000.
- c) The minimum premium/contribution amount of AFYP/AFYC only applies to Regular Premium/Contribution per policy/certificate issuance, inclusive of the Enricher Premium/Contribution.
- d) The premium/contribution amount is not inclusive of Single or Regular Top-Up for all Life Insurance/Takaful Products.
- e) Payment method: Annual Payment Mode (“**APM**”) and Half Yearly Payment Mode (“**HPM**”) with payment made from Maybank Credit Card/Ikhwan Card or transfer of fund from Maybank savings or current account.
- f) All Life Insurance policies or Takaful certificates are subjected to a cooling off period. Cancelled or surrendered policies/certificates are not considered.
- g) The first 200 customers will receive a gift worth RM100 with minimum subscription of RM30,000 AFYP/AFYC.

5.0 Campaign Rewards fulfilment

- 5.1 Customers who were successful winners for the Campaign Rewards will be contacted within four (4) months after the end of the campaign period i.e. by 15 April 2022. Winners will be assigned a Maybank Personal Financial Advisor or Relationship Managers from a Maybank branch or Premier Wealth Centre/Lounge to liaise with them on fulfilment of the Campaign Rewards.
- 5.2 Once the winners are contacted as stated above in clause 5.1, the winners will need to verify their home/email address for the purpose of sending the letter of notification, informing the winners of their entitlement. Three (3) call attempts will be made to the winners based on the current information registered with Maybank and failure to reach the said customer will entitle Maybank to select a new winner as replacement.
- 5.3 The winners shall have 21 days to respond to the letter of notification upon receipt and claim the Campaign Rewards, after which any unclaimed Campaign Rewards will be deemed void.
- 5.4 Delivery of Campaign Rewards will be handled by Maybank's appointed courier service company.
- 5.5 MIGA-i gold will be credited into the winner's MIGA-i account. Winner must open a MIGA-i account if the winner does not have one yet. Failure to open the account within 21 days from the receipt of letter of notification will deem the entitlement to the MIGA-i gold as void.

6.0 General Terms and Conditions

- 6.1 Maybank reserves the right to amend, shorten, cancel, suspend, extend or terminate this Campaign or any part thereof earlier with twenty one (21) calendar days' prior notice. Such notice may be published by Maybank via Maybank's website at www.maybank2u.com.my or through any other mode of communication as determined by Maybank. It shall be the responsibility of the Eligible Participants to be informed of or otherwise seek out any such notice validly posted.
- 6.2 For the avoidance of doubt, the amendment, shortening, cancellation, suspension, extension or termination of this Campaign by Maybank shall not entitle the Eligible Participants or any other persons whatsoever to any claim or compensation against Maybank for any losses or damages suffered or incurred as a direct or indirect result of the such amendment, shortening, cancellation, suspension or termination.
- 6.3 By participating in this Campaign, Eligible Participants agree to access Maybank's website at www.maybank2u.com.my on a regular basis to view the Terms and Conditions herein and seek clarification from Maybank should any of the Terms and Conditions be not fully understood.
- 6.4 Maybank may disqualify/reject any Eligible Participants 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 which includes fraudulent activities involving any act of deceit and/or deception and/or cheating with regards to the Campaign.
- 6.5 Neither Maybank nor any of its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank

for purposes of this Campaign) shall be liable to the Eligible Participants 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 unless such loss or damage is resulted by Maybank, its officers, servants, employees, representatives and/or agents' negligent act or omission.

- 6.6 Maybank shall not be responsible and/or liable for any losses, damages or costs incurred or suffered by the Eligible Participants as a result of the Participants' participation in this Campaign unless such losses, damages or cost is resulted by Maybank's negligent act or omission. Furthermore, Maybank 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 Maybank.
- 6.7 By participating in this Campaign, Eligible Participants agree to be bound by the Terms and Conditions herein and 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.my ("**Maybank's Privacy Notice**"). Eligible Participants are welcome to seek clarification from Maybank should any of these Terms and Conditions be not fully understood.
- 6.8 In addition and without prejudice to the terms in Maybank's Privacy Notice, Eligible Participants agree and consent to his/ her personal data or information being collected, processed, used and disclosed by Maybank :
- i) for the purposes of the Campaign; and
 - ii) for marketing and promotional activities conducted by Maybank 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 Participant agrees to co-operate and participate in all reasonable advertising and publicity activities of Maybank in relation to the Campaign;
 - iii) to Maybank's appointed courier service company for the purpose the delivery of Campaign Rewards.
- 6.9 In addition to the Terms and Conditions stipulated above, Eligible Participants agree that the general Terms and Conditions governing the Participating Products and the Campaign Rewards above shall be read together with these Terms and Conditions. This Terms and Conditions shall prevail over any provisions or representations contained in any promotional materials (including without limitation to printed posters or leaflets) promoting the Campaign.
- 6.10 These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

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