



INVESTMENT CHINESE NEW YEAR CAMPAIGN 2019 “DOUBLE HAPPINESS”

Amended Terms and Conditions

This Amended Terms and Conditions for Investment Chinese New Year Campaign 2019 “Double Happiness” will supersede the previous Terms and Conditions with effect from 28th February 2019. The Campaign has been extended until 31st March 2019.

Clause 2 has been amended to reflect the extension of the Campaign Period.

1. Malayan Banking Berhad (Company No. 3813-K) and Maybank Islamic Berhad (Company No.787435-M) (collectively referred to as “the Bank”).

2. **The Campaign Period**

The Terms and Conditions (“T&Cs”) shall govern the Investment Chinese New Year Campaign 2019 “Double Happiness” (“Campaign”). This Campaign commences from 2nd January 2019 to ~~28th February 2019~~ 31st March 2019 (both dates inclusive) or upon reaching the campaign target set by the Bank, whichever is earlier (“Campaign Period”). All applications must be made within the Campaign Period.

3. **Eligibility**

- 3.1 The Campaign is open to all new and existing 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 the 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 This campaign is open to Eligible Customer(s) who invests in the listed Investment Participating Products (“Participating Products”) and meet the stated product criteria herein :-

Participating Product	Product Criteria
Unit Trust/Shariah Compliant Unit Trust	Open to selected Unit Trust/Shariah Compliant Unit Trust funds (excluding ASNB) with minimum 2% sales charge
Structured Product/Islamic Structured Product	Open to selected Structured Product/Islamic Structured Products <ul style="list-style-type: none">• Only for Structured Products/Islamic Structured Products distributed by the Bank
Retail Bond	Open to selected Retail Bonds
Maybank Gold Investment Account (MGIA)	Open to MGIA purchase



3.4 Minimum total investment amount (per month) in the Participating Products stated in Paragraph 3.3 and the type of gift entitlement is as follows :-

Customer Eligibility (Individual Customers only)	Minimum Total Investment Amount	Type of Gift
Maybank Private or Maybank Premier	RM 500,000 (single/combination of Participating Products in the same month)	1x Premium Gift (Limited to 590 pieces throughout Campaign Period)
Maybank Privilege	RM 100,000 (single/combination of Participating Products in the same month)	1x Privilege Gift (Limited to 1,000 pieces throughout Campaign Period)

4. Mechanics/Features of the Campaign

4.1 Investment Eligibility

- 4.1.1 The Eligible Customer(s) must be the primary account holder of investment account opened with the Bank.
- 4.1.2 The Eligible Customer(s) must meet the campaign criteria specified in tables in paragraph 3.3 and 3.4 to entitle for a gift.
- 4.1.3 The total monthly investment amount on a single/combination of Participating Products will be aggregated on month end to determine the Eligible Customer(s)' entitlement for a gift.
- 4.1.4 Each Eligible Customer is entitled to receive one (1) gift per month throughout Campaign Period.

4.2 Gift Entitlement

- 4.2.1 The minimum total investment amount and the type of gift entitlement from the Campaign are determined by the service tagging of the Eligible Customer(s), i.e. the Eligible Customer(s) must be served by Maybank Private, Maybank Premier or Maybank Privilege during Campaign Period.
- 4.2.2 The examples of the type of gift entitlement for Eligible Customer(s) are set out in below scenarios:

a. Scenario 1

	Service	Transacting Month	Total Monthly Investment Amount	Monthly Gift Entitlement (Yes/No)	Type of Gift
Client A	Maybank Premier	January 2019	RM 250,000	No	Nil
	Maybank Premier	February 2019	RM 500,000	Yes	1x Premium Gift
	Maybank Premier	March 2019	RM 800,000	Yes	1x Premium Gift

b. Scenario 2

Client B	Service	Transacting Month	Total Monthly Investment Amount	Monthly Gift Entitlement (Yes/No)	Type of Gift
	Maybank Privilege	January 2019	RM 250,000	Yes	1x Privilege Gift
	Maybank Privilege	February 2019	RM 500,000	Yes	1x Privilege Gift
	Maybank Premier	March 2019	RM 500,000	Yes	1x Premium Gift

c. Scenario 3

Client C	Service	Transacting Month	Total Monthly Investment Amount	Monthly Gift Entitlement (Yes/No)	Type of Gift
	Nil	January 2019	RM 500,000	No	Nil
	Maybank Privilege	February 2019	RM 500,000	Yes	1x Privilege Gift
	Maybank Premier	March 2019	RM 500,000	Yes	1x Premium Gift

d. Scenario 4

Client D	Service	Transacting Month	Total Monthly Investment Amount	Monthly Gift Entitlement (Yes/No)	Type of Gift
	Maybank Premier	January 2019	RM 300,000	No	Nil
	Maybank Private	February 2019	RM 500,000	Yes	1x Premium Gift
	Maybank Private	March 2019	RM 700,000	Yes	1x Premium Gift

4.3 Gift Descriptions

- 4.3.1 The Premium Gift consists of an exclusive 24K gold leaves and Swarovski® crystal encrusted teacup set worth *RM 488.
- 4.3.2 The Privilege Gift consists of a Chinese oriented tea and tumbler set worth *RM 88.
**Note: Prices shown are indicative.*

5. Campaign Criteria

- 5.1 The Eligible Customer(s) must be served by Maybank Private, Maybank Premier or Maybank Privilege during Campaign Period.
- 5.2 The investment in Participating Products must be made through the Bank.
- 5.3 Gifts are available on a first-come first-serve basis and only while stocks last.
- 5.4 Gifts are not exchangeable by the Eligible Customer(s) for cash or any other items.
- 5.5 The Bank reserves the right to replace the gift(s) with an item(s) of equivalent value without giving prior notice.

- 5.6 The Bank is not the supplier of the gift(s) and makes no warranty or representation as to the quality, merchantability and/or the fitness for purpose of the gift(s) provided. The Bank shall not be responsible for any defect or any other loss or damage that may be suffered in connection with the gift. Any dispute over the gift(s) provided by the merchant should be resolved directly between the Eligible Customer(s) and the merchant(s).
- 5.7 In the event the investment made on the Participating Product(s) of the Campaign are reversed, cancelled, transferred, switched or cooled off, the Eligible Customer(s) will not qualify for any gift(s).
- 5.8 Any special discounts below the minimum requirement of sales charge specified in Paragraph 3.3 will not be qualified any gifts, regardless of transaction amount.
- 5.9 Investment through EPF investments schemes in any of the Participating Product(s) is not qualified for any gift(s).
- 5.10 This Campaign is not valid in conjunction with other offers and promotions (if any) offered by the Bank in relation to the listed Investment Participating Products.

6. Gift Fulfilment

- 6.1 Arrangement of gift delivery will commence after Campaign End Date; to the Eligible Customer(s)' assigned Client Advisors, Relationship Managers, Personal Financial Advisors of the Bank nationwide branches or Premier Centres/Lounges.
- 6.2 The T&Cs shall be supplemental to the product terms and conditions governing the Participating Product(s) as per table in Paragraph 3.3. The T&Cs shall prevail over any provisions or representatives contained in any promotional materials (including without limitation printed posters or leaflets) advertising the Campaign.
- 6.3 Investments in the listed Investment Participating Products are not obligation of, guaranteed or insured/covered by the Bank and are subject to investment risks, including the possible loss of the principal amount invested. The Eligible Customer(s) is advised to read the Prospectus/Product Highlight Sheet/Term Sheets of the Investment Participating Products before investing.

7. General Terms and Conditions

- 7.1 By participating in this Campaign, the Eligible Customer(s) agrees to be bound by these T&Cs and the decisions of the Bank, including any amendments(s) thereto.
- 7.2 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 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.

- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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 participate in this Campaign and no correspondence will be entertained.
- 7.8 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").
- 7.9 It is necessary for the Bank to process the Eligible Customer(s)'s personal information for the Purpose, without which they will not be able to participate in this Campaign.
- 7.10 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.
- 7.11 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 ("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:
- the purposes of the Campaign;
 - 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.

- 7.12 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).
- 7.13 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.
- 7.14 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)'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)'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)'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).
- 7.15 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.
- 7.16 In addition to the terms stipulated above, the Eligible Customers agrees that the general terms and conditions in the terms and conditions governing banking accounts shall be read together with these T&Cs.