

Terms and conditions – “Get 8x Points for ALL Petrol & Grocery Purchases nationwide”

Promotion Period

Malayan Banking Berhad (3813-K) “Get 8x Points for ALL petrol & Grocery purchases nationwide Promotion (“Promotion”) shall run from 15 April - 15 July 2009 (both dates inclusive) (“Promotion Period”)

ELIGIBILITY

1. Subject to the Clause 2 below:

- i. Principal Cardmember(s) of American Express Charge or Credit Card(s) issued by Maybank or Maybank Islamic;
- ii. Persons who apply for a principal American Express Charge or Credit Card(s) and with approved card(s) during the Promotion Period;
- iii. All American Express must be enrolled in Membership Rewards or TreatPoint Programme are eligible to participate in this Contest (“Eligible Cardmember”).

2. The following persons are NOT eligible to participate:

- i. American Express Charge or Credit Card(s) not issued by Maybank or Maybank Islamic in Malaysia;
- ii. American Express Cardmember(s) who is (are) in default of facilities granted by Maybank at any time during the Promotion Period, subject to Maybank’s discretion;
- iii. American Express Corporate Card Cardmember
- iv. American Express Singapore Airline KrisFlyers Gold Credit Cardmember
- v. Principal American Express Card(s) not enrolled in the Membership Rewards Programme

THE PROMOTION

Get 8x Points for ALL petrol & Grocery Spend nationwide

1. To qualify for this promotion, Eligible Cardmember is required to send a short message service (“SMS”) text to Maybank stating their American Express Charge or Credit Card number during the Promotion Period in the following manner:

Type “8x <space> 15-digit American Express card number” and send to 36600”

2. Eligible Cardmember who receive an SMS confirmation from Maybank shall entitle to participate in this promotion (“Participant”) subject to the accuracy of the card number provided. Standard SMS cost of RM0.30 for each SMS shall be borne by the Participant.
3. Supplementary Charge Cardmember(s) do not need to register as all Petrol & Grocery purchases will be aggregated to the Principal Card.
4. Supplementary Credit Cardmember(s) that have separate statement from Principal will need to register and who receive an SMS confirmation from Maybank shall entitle to participate in this Promotion (“Participant”) subject to the accuracy of the card number provided. Standard SMS cost of RM0.30 for each SMS shall be borne by the Participant.

5. Cardmember only need to register once during the promotion period.
6. Eligible purchases for this Promotion are:
 - i. Petrol & Grocery charges at the Petrol Station & Grocery Store that accepted American Express Card.
 - ii. Made within the Promotion Period.
7. The following clauses apply to the 8x Points:
 - i. The 8x Points are inclusive of the 2x base points which will be awarded for all purchase and reflected on the monthly statement. The balance 6x points ("Bonus Point") will be awarded at the end of promotion.
 - ii. Membership Rewards Turbo enrollee enjoys one (1) additional point and is only applicable for American Express Charge Card only.
 - iii. Eligible Cardmember need to be enrolled in Membership Rewards Programme (for American Express Green Charge Card ONLY). To enroll, Cardmember will be charge an annual Membership Rewards enrollment fees of RM25 (Non Frequent Traveller Option) or RM50 (Frequent Traveller Option) based on the option subscribed. The MR enrollment fees shall be borne by Cardmember.
 - iv. The Bonus Points will be credited into the Participant card account used for purchases of petrol and grocery. Maybank will not entertain any request from any Eligible Cardmember to credit the related Bonus Points to any other American Express Charge or Credit Card account.
 - v. Bonus Points will be award for petrol & grocery purchases made after receipt of the SMS confirmation.
 - vi. The total amount of Bonus Points awarded to Participant throughout the Promotion Period will be reflected in the Eligible Cardmember Charge or Credit Card statement 8 – 10 weeks after Promotion Period ends.
 - vii. Petrol & Grocery purchases made by a supplementary Charge or Credit Cardmembers (for Combine Membership Rewards/ TreatsPoints account) will be consolidated with the Principal Cardmember. However, only the Principal Cardmember will be entitled to the Bonus Points.
 - viii. The Bonus Points earned are not exchangeable for cash or credit. Eligible Participants are not allowed to transfer or sell their Bonus Points to any other person.
 - ix. In the event that Bonus Points are awarded to and received by persons who have committed or are suspected of committing any fraudulent or wrongful acts in relation to the use of their American Express Card (s) and/or any transactions made thereof, Maybank reserves the right to disqualify such persons from participating in this Promotion and/or from redeeming or using the Bonus Points.

General Terms & Conditions

1. Maybank reserves the right to publish or display the name, picture, identification number and city of residence of the Eligible Cardmember for this Promotion for advertising and publicity purposes. By participating in this Promotion, the Eligible Cardmember hereby consent to and agree that Maybank shall be at liberty to publish their names, pictures, city of residence and identification numbers without compensation for advertising and publicity purposes.
2. By participating in this Promotion, the Eligible Cardmember agrees to be bound by these Terms and Conditions and the decisions of Maybank.
3. Maybank's decision on all matters relating to this Promotion including but not limited to the eligibility of participation, and/or receipt of the Bonus Points for this Promotion, and in case of any dispute, is final and binding on all Eligible Cardmember of this Promotion and no correspondence will be entertained.
4. Maybank reserves the right at its absolute discretion to vary, delete or add to any of these Terms & Conditions without prior notice.
5. These Terms and Conditions, as the same may be amended from time to time pursuant to Clause 4, shall prevail over any provisions or representations contained in any other promotional materials advertising this Promotion.
6. These Terms and Conditions are in addition to the Cardmember Agreement which regulates the provision of credit card facilities by Maybank. In the event of inconsistency between these Terms and Conditions and the said Agreement, these Terms and Conditions shall prevail in so far as they apply to this Promotion.
7. Maybank shall not be liable for any default due to any act of God, war, riot, strike, terrorism, epidemic, lockout, industrial action, fire, flood, drought, storm or any event beyond the reasonable control of Maybank.
8. Maybank reserves the right to cancel, terminate or suspend this Promotion with or without any prior notice. For the avoidance of doubt, cancellation, termination or suspension by Maybank of this Promotion shall not entitle the Eligible Cardmember to any claim or compensation against Maybank for any and all losses or damages suffered or incurred by the Eligible Cardmember as a direct or indirect result of the act of cancellation, termination or suspension.
9. In no event will Maybank be liable for any losses or damages (including without limitation, loss of income, profits or goodwill, direct or indirect, incidental, consequential, exemplary, punitive or special damages of any part including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with this Promotion, even if Maybank has been advised of the possibility of such damages in advance, and all such damages are expressly included.

10. The Eligible Cardmember under this Promotion shall be personally responsible for all taxes, rates, government fees or any other charges that may be levied against them under applicable laws, if any, in relation to this Promotion.