

Terms and Conditions Governing The American Express “RM3 Million Cash Back : Spend and Enjoy 15% Cash Credit this festive season” (for all new & existing American Express Cards issued by Maybank and Maybank Islamic)

1. Definition : In this terms and conditions, unless the context otherwise requires or unless expressly stated herein to the contrary, the following expressions shall have the following meanings:-

- 1.1 “Bank” refers to Malayan Banking Berhad (3813-K), a company incorporated in Malaysia and having its registered office at 14<sup>th</sup> Floor, Menara Maybank, 100, Jalan Tun Perak, 50050 Kuala Lumpur.
- 1.2 “Campaign” refers to “RM3 Million Cash Back: Spend and Enjoy 15% Cash Back this festive season” Campaign organized by the Bank.
- 1.3 “Cardmembers” are all Principal and Supplementary American Express Charge & Credit Cardmembers whose card is issued by Maybank and Maybank Islamic.
- 1.4 “Eligible Cardmembers” refer to the persons set out in this terms and conditions who are eligible to participate in the Campaign, which include newly approved American Express Cardmembers, who has successfully registered their participation via [www.americanexpress.com.my/cash4u](http://www.americanexpress.com.my/cash4u) during the Registration Period.
- 1.5 “Eligible Merchants” refers to any merchant whose trading premises are enlisted in the “21 Participating Shopping Malls” and who accepts American Express Credit & Charge Cards.
- 1.6 “21 Participating Shopping Malls” refers to the following shopping malls;
  - a) Mid Valley
  - b) Gardens
  - c) Sunway Pyramid
  - d) 1 Utama
  - e) Suria KLCC
  - f) Pavilion KL
  - g) Starhill
  - h) Ikano Power Centre
  - i) The Curve
  - j) Paradigm Mall
  - k) Setia City Mall
  - l) Bangsar Shopping Centre
  - m) Bangsar Village I & II
  - n) Gurney Plaza, Penang

- o) QueensBay Mall, Penang
- p) Suria, Sabah
- q) Spring Mall, Sarawak
- r) Tebrau City Mall, Johor
- s) AEON Bandaraya, Melaka
- t) AEON Station 18, Ipoh
- u) East Coast Mall, Kuantan

1.7 “Campaign Period” refers to the period during which the Campaign is held, that is from 1 December 2012 to 31 January 2013 (both dates inclusive) or such date(s) as may be extended, shortened or changed by the Bank.

1.8 Maybank Islamic refers to Maybank Islamic Berhad, a company incorporated in Malaysia and having its registered office at 14<sup>th</sup> Floor, Menara Maybank, 100 Jalan Tun Perak, 50050 Kuala Lumpur.

1.9 “Registration Period” refers to the Campaign registration period which will commence from 1 December 2012 to 31 January 2013 (both dates inclusive) or such date as may be extended, shortened or changed by the Bank. Registration shall cease once the RM3,000,000 campaign fund is exhausted. Pre-registration starts from 26 Nov 2012.

1.10 “Qualified Retail Transaction” means posted retail transactions which are made at the 21 Participating Shopping Malls. Payment must be made using the Registered American Express Cards issued by the Bank or Maybank Islamic.

1.10.1 Qualified Transaction includes transactions from departmental stores located at the Participating Shopping Malls for example Isetan, Tangs, Metrojaya, Parkson, Robinson, Tesco and Jusco Departmental Stores as well as merchants that sign-up before 15 Nov 2012.

The Qualified Retail Transaction **does not** include transactions from:

1.10.2 Supermarkets/Hypermarkets which are located in the 21 Participating Shopping Malls including but not limited to Cold Storage, Jusco Supermarket, Carrefour, Giant, Mercato De Market Place, Village Grocer, Isetan Supermarket, Jason Food Hall & Urban Fresh Market Place.

1.11.3 Hotels and their F&B and retails outlets located in the 21 Participating Malls including but not limited to Boulevard Hotel, Cititel Hotel, Gardens Hotel & Residences, One World Hotel, Mandarin Oriental Kuala Lumpur, JW Marriott Hotel Kuala Lumpur, Sunway Pyramid Hotel, Sunway Resort Hotel & Spa and The Royale Bintang Damansara.

1.11.4 The transactions exclude Cash Advance, Auto Pay & EzyPay.

2. The following person(s) and/or card type shall not be eligible to participate in the Campaign:
  - a. Cardmember who has committed or is suspected of committing any fraudulent, wrongful or suspicious acts or transactions in relation to any of his/her credit and/or charge cards issued by the Bank or Maybank Islamic or is in breach of any of the terms and conditions governing the use of the Bank's or Maybank Islamic's products and/or services or is insolvent or an undischarged bankrupt or is subjected to any bankruptcy or insolvency proceedings; or
  - b. Cardmember whose facilities granted by the Bank or Maybank Islamic, or account(s) held or maintained with the Bank or Maybank Islamic is or becomes delinquent or no longer of good credit standing; or
  - c. Cardmember whose credit and/or charge card(s) is/are involved or suspected of being involved in any fraudulent, wrongful or suspicious activity, or whose credit and/or charge cards have been blocked, suspended, cancelled or terminated for any reasons whatsoever or
  - d. American Express Corporate & all other cards apart from American Express Consumer Cards; or
  - e. Cardmembers who are or become insane, deceased or insolvent at the commencement or at any time during the Campaign period; or
  - f. American Express Charge or Credit Card(s) not issued by Maybank and Maybank Islamic in Malaysia.

Notwithstanding the above, the Bank shall have the discretion in deciding the eligibility criteria for participation in the Campaign and such criteria may be varied, amended or changed from time to time.

3. The 15% Cash Back will be credited to the Principal Cardmembers' card account only, which will be reflected within approximately eight (8) weeks after the Campaign Period (barring any unforeseen circumstances).
4. The 15% Cash Back per Principal Cardmember is in addition to the generic TreatsPoints or Membership Rewards Points, and over and above savings offered by the eligible Merchants (where applicable).

5. The Cash Back will be credited to the Principal Cardmember's American Express account of the highest product category (if the eligible Cardmember has more than one (1) American Express card product eligible for the Campaign).

The American Express Card Hierarchy is listed as below :

- a) The Platinum Charge Card
- b) American Express Platinum Credit Card
- c) Maybank 2 Amex Platinum Credit Card
- d) Maybank Islamic Ikhwan American Express Platinum Credit Card
- e) American Express Gold Charge Card
- f) Singapore Airlines KrisFlyer American Express Gold Charge Card
- g) Singapore Airlines KrisFlyer American Express Gold Credit Card
- h) American Express Gold Credit Card
- i) Maybank 2 Amex Gold Credit Card
- j) Maybank Islamic Ikhwan American Express Gold Credit Card
- k) Maybank American Express Gold Credit Card
- l) American Express Classic Charge Card
- m) Maybankard American Express Classic Credit Card

Example 1 :

If an Eligible Cardmember maintains the following American Express cards under the Gold category :

- a) Maybank Islamic Ikhwan American Express Gold Credit Card
- b) Maybank American Express Gold Credit Card, and
- c) Singapore Airlines KrisFlyer American Express Gold Credit Card

the Cash Back will be credited to Eligible Cardmember's Singapore KrisFlyer American Express Gold Credit Card

#### CASH BACK

1. Total amount of Cash Back to be given away shall not exceed Ringgit Malaysia Three Million (RM3,000,000) throughout the Campaign Period. It is awarded based on first-come-first-served basis based on the posted transaction date.
2. Upon the Ringgit Malaysia Three Million (RM3,000,000) limit being reached, this Campaign will automatically end notwithstanding the stated Campaign end date at 31 January 2013 has not expired.
3. The maximum Cash Back is capped at RM300 at a unique customer level who is defined as a Principal Cardmember. If the Cardholder has multiple cards, the awarded Cash Back amount will be credited to the American Express Principal Card account of the highest product category.

- 4 The accumulative Retail Transactions made by Principal & Supplementary Cardmembers will be accumulated as the Principal card spending.
- 5 The Cash Back amount will be rounded up to the nearest cent, for example : Charge amount of RM499.90, 15% Cash Back amount will be RM74.98.
- 6 Only online registration with the correct Credit and / or Charge Card Number(s) will be deemed as successful registration.
- 7 15% Cash Back is not transferrable to any other party and is not exchangeable for upfront cash.
- 9 All unredeemed Cash Back will be void and forfeited should the Eligible Cardmember's card(s) is/are terminated by the Bank for any reason whatsoever, or voluntarily terminated by Eligible Cardmembers.
- 9 Successfully registered Cardmembers that have lost their cards, or replaced their cards for any reason that causes the card number to change will need to register again to ensure charges on the new card is awarded with Cash Back.
- 10 The Bank reserves it absolute right to debit the Cash Back from Eligible Cardmember's account at any time upon reversal of disputed transaction. The Eligible Cardmember agrees to forthwith return or refund in full the Cash Back without set-off, deduction, or counterclaim.

#### GENERAL TERMS & CONDITIONS

- 1 By participating in this Campaign, the Eligible Cardmember agrees to be bound by these terms and conditions (as amended, supplemented, modified or varied from time to time) and the decisions of the Bank relating to the Campaign are final, binding and conclusive. No further correspondence or dispute relating to American Express' decision will be entertained.
- 2 All Qualified Retail Transactions recorded by the Bank shall be final and conclusive.
- 3 The Bank reserves the right to forfeit the Cash Back and disqualify the Eligible Cardmember in the event there is a reversal of retail spends entry, cancellation or termination of the American Express Cards during the Campaign Period. The Bank reserves the right to disqualify any suspicious transactions at any stage of the Campaign.
- 4 The Bank shall not be liable for any misrepresentation or misinterpretation in respect of the Campaign published in or communicated through any mass media, marketing or advertising materials.

- 5 These terms and conditions shall prevail over any provisions or representations contained in any promotional materials (including but not limited to press advertisement, tent card, bunting etc) advertising the Campaign.
- 6 These terms and conditions are in addition and without prejudice to the Bank's Credit Card agreement with the Eligible Cardmember which regulates the provision of credit card facility by the Bank to the Eligible Cardmember. In the event of inconsistency between the terms and conditions herein contained and the aforesaid credit card agreement, these terms & conditions shall prevail in so far as they apply to this Campaign.
- 7 These terms and conditions shall be deemed to be a contract made under the laws of Malaysia and shall for all purposes be governed by and construed in accordance with the laws of Malaysia and the Eligible Cardmember hereby agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
- 8 The Bank shall not be liable for any default or delay in respect of the Campaign due to any act of God, war, riot, strike, terrorism, epidemic, lock-out, industrial action, fire, flood, drought, storm, computer glitch, loss of electricity or power for any length of time or any event that is beyond the reasonable control of the Bank.
- 9 All terms and conditions governing the Bank's products and services shall, whether repeated herein or not, be deemed incorporated into this terms and conditions. In the event of a conflict or discrepancy and such conflict or discrepancy relates to any matter, terms or conditions of the Campaign, then this terms and conditions shall prevail for the purposes of resolving such conflict or discrepancy.
- 10 The Bank reserves the right at its absolute and sole discretion at any time, by giving twenty one (21) days prior notice and without assigning any reason whatsoever, :
  - a. Vary, amend, modify, change, delete or add to any of the terms and conditions herein;
  - b. extend, shorten or modify the Campaign Period.;
  - c. suspend, cancel or terminate the Campaign;
  - d. effect any adjustment, forfeiture or disqualification of the Campaign entries or the Cash Back credited

without being liable for any loss or damage suffered or incurred by the Eligible Cardmembers, which notification will be published or communicated via [www.maybank2u.com](http://www.maybank2u.com) or [www.americanexpress.com.my](http://www.americanexpress.com.my) website, its business premises or any other channels of communication it deems as suitable.

11. To the fullest extent permitted by law, in no event shall the Bank or any of its officers, directors, servants, employees, representatives (including but not limited to any third party service providers that the Bank may engage for purposes of the Campaign), be liable for any losses or damages (including but not limited to loss of income, opportunity, profits or goodwill and indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Campaign, even if the Bank has been advised of the possibility of such losses or damages in advance, and all such losses and damages are expressly excluded.