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PORTFOLIO FINANCING/ ISLAMIC PORTFOLIO FINANCING CAMPAIGN TERMS AND CONDITIONS

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## 1. Campaign Period

The Portfolio Financing (PF)/ Islamic Portfolio Financing (IPF) Campaign (“Campaign”) is organized by Malayan Banking Berhad (Registration No.: 196001000142) and Maybank Islamic Berhad (Company No. 200701029411), (collectively referred to as “we, our, us, Maybank”). By participating in this Campaign, PF/IPF Applicants (as defined in Clause 2 below) hereby expressly agree to be bound by these Terms and Conditions and any decisions made by Maybank in respect of the Campaign shall be final and binding. The Campaign will commence on 4 Jan 2024 - 31 Dec 2024, both dates inclusive (“Campaign Period”).

## 2. Eligibility Criteria

2.1 The Campaign is open to all new and existing Maybank Premier customer aged 18 years and above, and is applicable for both Malaysian resident and non-resident who fulfils both of the following requirements:

- i. Sophisticated investor as defined by Securities Commissions Malaysia\*; and
- ii. Maintain a minimum Asset Under management (AUM) of Ringgit Malaysia Five Hundred Thousand (RM500,000.00).

2.2 Notwithstanding to the above, the following persons are **NOT ELIGIBLE** to participate in this Campaign:

- i. US citizens and US Permanent Resident holders;
- ii. Employees of Maybank and its subsidiaries;
- iii. Sole-proprietorships, partnerships, charitable/ non-profit organizations/ societies, corporate and commercial customers; or
- iv. Individuals below the age of 18.

[hereinafter referred to as “PF/IPF Applicant(s)”]

\*[please refer to Appendix 1 for definition of sophisticated investor by Securities Commissions Malaysia]

## 3. Campaign Details

### 3.1 Participating Products (“Participating Product”).

- i. Portfolio Financing
- ii. Islamic Portfolio Financing

### 3.2 Campaign Mechanics

- i. PF/IPF Applicants will be eligible to win the Campaign Prizes subject to the fulfilment of both of the following criteria:
  - a. Minimum facility limit of Ringgit Malaysia One Million (RM1,000,000.00) and
  - b. Minimum drawdown of Ringgit Malaysia Five Hundred Thousand (RM500,000.00).
- ii. PF/IPF Applicants must have successfully applied for the Participating Product’s and drawdown the approved limit within the Campaign Period.
- iii. In the event that the PF/IPF Applicant’s application for the Participating Product is unsuccessful for any whatsoever reasons, the said Eligible Participant will not be entitled to participate in the Campaign.
- iv. Entries are automatically tracked with the Participating Product application and drawdown of the approved limit. No Campaign entry forms or registration are required.

#### 4. Campaign Prizes

- i. The PF/IPF Applicants who are selected to win the prizes (“Winners”) will be rewarded with (“Campaign Prizes”) as detailed out below:

| Reward   | Winners    |
|--|------------|
| Maybank Islamic Gold Account-i worth of RM500 each | 50 winners |

- ii. The entitlement of PF/IPF Applicants to the Campaign Prizes will be determined within sixty (60) calendar days upon full subscription of the campaign, or after the end of the Campaign Period (i.e. 4 March 2025), whichever is earlier.
- iii. Maybank reserves the right to change or substitute the Campaign Prizes with any other item(s) of similar market value at its reasonable discretion with twenty-one (21) calendar days’ prior notice to the Winners via an announcement made on Maybank’s website at [www.maybank2u.com.my](http://www.maybank2u.com.my) (“Maybank2u Website”).
- iv. The Campaign Prizes are non-exchangeable, non-transferable, and not redeemable for cash or other prizes and shall be subject to such terms and conditions which Maybank may impose.
- v. The Campaign Prizes cannot be transferred to any other type of Maybank account(s) or Maybank users, and it may not be exchanged with other rewards.
- vi. Maybank will NOT provide any replacement or substitute for the Campaign Prizes if the Winner rejects the Campaign Prizes and /or request for alternative option(s).

#### 5. Winners Selection

- i. There will be a total of 50 winners and the selection will be made after the Campaign ends based on a first-come, first-serve basis.
- ii. PF/IPF Applicants who are successful winners of the Campaign Prizes will be contacted within sixty (60) calendar days upon full subscription of the campaign, or after the end of the Campaign Period (i.e. 4 March 2025), whichever is earlier. Maybank Relationship Managers from Maybank Premier Centres will be assigned to notify the winners on the fulfilment process of the Campaign Rewards.
- iii. Maybank shall make a minimum of three (3) call to a maximum of five (5) calls attempts during working hours (9:00am to 6:00pm) within three (3) business days to contact the Winners at the latest contact number furnished to Maybank as shown in Maybank’s records for verification. We have the discretion to fix the date and time to make the telephone calls to the short-listed PF/IPF Applicants. We will not be held responsible for calls made to Winners which are (i) not completed or disconnected due to any reasons whatsoever (ii) not answered or proceeded with due to the unavailability of short-listed PF/IPF Applicants at the appointed date and time and /or due to any other reasons.
- iv. The telephone call(s) made to the short-listed PF/IPF Applicants will be based on the telephone number(s) supplied by the PF/IPF Applicants and maintained in our records. It will be the PF/IPF Applicants responsibility to ensure that their phone numbers provided to us are current and updated.
- v. We reserve the right to record these telephone conversations.
- vi. The Winners will also be announced in on Maybank’s website at [www.maybank2u.com.my](http://www.maybank2u.com.my) (“Maybank2u Website”).
- vii. Each Winner is entitled for one reward only during the Campaign Period.
- viii. The Bank accepts no responsibility for any tax responsibilities that may arise from the prizes or the use thereof. Any tax filing obligation or tax payment (if any) due to any tax authority as a result of receipt of the prizes remains the sole responsibility of the Winners. It is the responsibility of the

Winners to seek independent tax advice on the possible tax responsibilities to their financial situations.

- ix. The Bank's decision on all matters relating to the selection of winners and prizes shall be final, conclusive and binding on PF/IPF Applicants, and no further correspondence and/or appeal to dispute the Bank's decision shall be entertained.

## 6. Other Conditions

- i. Customer's application for the Participating Product is subject to our standard credit checking and the Customer's acceptance of our terms and conditions governing our PF/IPF product which are separate from these terms and conditions.
- ii. By participating in the Campaign, the Customer is deemed to have read and agreed to be bound by the terms and conditions herein and all decisions made by us in relation to every aspect of the Campaign will be final and conclusive. Any subsequent correspondences, protests, appeals or enquiries will not be entertained.
- iii. The features and mechanics under the Campaign, including the amount and type of the Prizes, are subject to change at any time and from time to time by us, at its discretion, by way of posting on Maybank's website at [www.maybank2u.com.my](http://www.maybank2u.com.my), or in other methods which is deemed practical, by giving twenty-one (21) working days prior notice to the PF/IPF Applicants.

## 7. General Terms and Conditions

- i. Maybank shall not be responsible or held liable in respect of technical failures of any kind whatsoever, intervention, interruptions, and/or electronic or human errors in the administration and/or processing of the transaction performed via the MAE app, M2U app, Maybank2u Biz, Maybank2u, or Maybank2e provided the same is not caused by Maybank.
- ii. Maybank 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) days ("day" shall have the same meaning as calendar day) prior notice thereof, the notice of which shall be posted through Maybank2u website at [www.maybank2u.com.my](http://www.maybank2u.com.my) or through any other channel determined appropriate by Maybank. It shall be the responsibility of the PF/IPF Applicants to be informed of or otherwise seek out any such notice validly posted.
- iii. By participating in this Campaign, PF/IPF Applicants agree to access the Maybank2u website at [www.maybank2u.com.my](http://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 & Conditions be not fully understood.
- iv. By participating in this Campaign, PF/IPF Applicants 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 the Maybank Privacy Statement, which may be viewed on [www.maybank2u.com.my](http://www.maybank2u.com.my) ("Maybank's Privacy Statement") and the PDPA Form for Individual Customers.  
In addition, and without prejudice to the terms in the Maybank's Privacy Statement and the PDPA Form for Individual Customers, PF/IPF Applicants agree and consent to his/her personal data or information being collected, processed and used by Maybank for:
  - a. the purposes of the Campaign; and
  - b. 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, PF/IPF Applicants agree

to co-operate and participate in all advertising and publicity activities of Maybank in relation to the Campaign.

\*Note: "PDPA" refers to Personal Data Protection Act (2010).

- v. Maybank and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers engaged by Maybank for the purposes of this Campaign) shall not be liable to PF/IPF Applicants 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 caused by any gross negligence or omission by Maybank.
- vi. Maybank shall not be liable for any default of its obligation under this Campaign due to any force majeure events which include but not limited to acts of God, civil commotion, acts of war, strike, riot, lockout, industrial action, fire, flood, drought, storm, epidemic and pandemic or any events and circumstances of whatever nature beyond the reasonable control of Maybank.
- vii. Maybank may disqualify/reject any PF/IPF Applicants who does not comply with the terms and conditions stated herein 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.
- viii. These Terms and Conditions shall be governed by the Laws of Malaysia and subject to the exclusive jurisdiction of the Courts of Malaysia.

For information, enquiries, feedback and/or complaints related to this Campaign, please contact Maybank's Customer Care hotline at 1 300 88 6688 or +603 7844 3696. Alternatively for feedback and/or complaints, PF/IPF Applicants may choose to e-mail Maybank via the feedback form at Maybank2u website [www.maybank2u.com.my](http://www.maybank2u.com.my).

**Appendix 1 - Categories of Sophisticated Investors as Defined by Securities Commission Malaysia**

| Category of Investor          | Definition   |
|-------------------------------|--|
| A. Accredited investors       | 1. A unit trust scheme, private retirement scheme or prescribed investment scheme<br>2. Bank Negara.<br>3. A licensed person or a registered person.<br>4. An exchange holding company, a stock exchange, a derivatives exchange, an approved clearing house, a central depository or a recognized market operator.<br>5. A corporation that is licensed, registered or approved to carry on any regulated activity or capital market services by an authority in Labuan or outside Malaysia which exercises functions corresponding to the functions of the Commission.<br>6. A bank licensee or an insurance licensee as defined under the Labuan Financial Services and Securities Act 2010 [Act 704].<br>7. An Islamic bank licensee or a takaful licensee as defined under the Labuan Islamic Financial Services and Securities Act 2010 [Act 705].<br>8. A chief executive officer or a director of any person referred to in paragraphs 3, 4, 5, 6 and 7.<br>9. A closed-end fund approved by the Commission.   |
| B. High-net worth entities    | 10. A company that is registered as a trust company under the Trust Companies Act 1949 and has assets under its management exceeding ten million Ringgit or its equivalent in foreign currencies.<br>11. A corporation that—<br>(a) is a public company under the Companies Act 2016 which is approved by the Commission to be a trustee under the Act and has assets under its management, exceeding ten million ringgit or its equivalent in foreign currencies; or<br>b) is carrying on the regulated activity of fund management solely for the benefit of its related corporations and has assets under its management exceeding ten million ringgit or its equivalent in foreign currencies.<br>12. A corporation with total net assets exceeding ten million ringgit or its equivalent in foreign currencies based on the last audited accounts.<br>13. A partnership with total net assets exceeding ten million ringgit or its equivalent in foreign currencies.<br>14. A statutory body established under any laws unless otherwise determined by the Commission.P.U. (A) 52<br>15. A pension fund approved by the Director General of Inland Revenue under the Income Tax Act 1967. |
| C. High-net worth individuals | 16. An individual—<br>(a) whose total net personal assets, or total net joint assets with his or her spouse, exceeding three million ringgit or its equivalent in foreign currencies, excluding the value of the individual's primary residence;<br>(b) who has a gross annual income exceeding three hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months;   |

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|--|--|
|  | <p>(c) who jointly with his or her spouse, has a gross annual income exceeding four hundred thousand ringgit or its equivalent in foreign currencies in the preceding twelve months; or</p> <p>(d) whose total net personal investment portfolio or total net joint investment portfolio with his or her spouse, in any capital market products exceeding one million ringgit or its equivalent in foreign currencies.</p> |
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The Updated Categories of Sophisticated Investors as per the CAPITAL MARKETS AND SERVICES (AMENDMENT OF SCHEDULES 5, 6 AND 7) ORDER 2021, gazetted on 1 July 2021 (<https://www.sc.com.my/regulation/acts/capitalmarkets-and-services-act-2007>)