

TERMS & CONDITIONS OF “MAYBANK CARDS S\$1000 DAILY DRAW” PROMOTION

1. Definitions

"**Account**" means a personal Singapore issued Maybank Credit Card or Debit Card account maintained by the Maybank Cardmember which has not been terminated and is determined in the sole discretion of Maybank to be in good standing.

"**Chance**" means one (1) chance to win the Draw.

"**Draw**" means the lucky draw to be conducted by Maybank in accordance with these terms and conditions.

"**Foreign spend**" means spending in currencies other than Singapore Dollar.

"**Local spend**" means spending in Singapore Dollar.

"**Maybank**" means Maybank Singapore Limited.

"**Maybank Card**" means a personal Singapore-issued Maybank Credit Card or Maybank Debit Card.

"**Maybank Cardmember**" means a person to whom Maybank has issued a Maybank Principal Credit Card or Maybank Debit Card.

"**Prize**" means a cash prize or other prize to be awarded by Maybank as stated in Clause 3 herein. There will be a total of sixty (60) Prizes to be awarded by Maybank for each day within the Qualifying Period.

"**Qualifying Period**" means the period from 1 November 2020 to 28 February 2021 (both dates inclusive).

"**Retail Transaction**" means an approved signature-based retail payment made by the Maybank Cardmember using his/her Maybank Card. PIN-based NETS transactions on a Maybank Debit Card will not be taken into account. "Retail Transaction" shall exclude the following transactions (which therefore will not be taken into consideration for the purpose of the Draw):

- transactions used or counted for other Maybank promotions (e.g. Charge and Redeem);
- 0% Instalment Plan transactions;
- FlexiPay, FlexiCash, Fund Transfer and Cash Advance transactions;
- fees and charges payable to Maybank (e.g. annual fees, interest charges, finance charges, cash advance fees, late charges, cheque processing fees and other miscellaneous fees and charges etc.);
- bill payments (recurring or otherwise);
- payments to educational institutions (e.g. schools, tuition centres etc.);
- income tax payments;
- payments at or to government or government-related agencies or institutions or statutory boards (e.g. Immigration & Checkpoints Authority, Ministry of Manpower, Singapore Land Authority, SP Services etc.);
- payment to financial institutions (e.g. banks, securities brokerage firms, insurance companies etc.);
- payment of funds to pre-paid accounts (e.g. EZ-Link transactions, Transit Link transactions etc.);
- online payment gateway transactions (e.g. PayPal, Skrill and Bidpay etc.);
- gambling or betting transactions;
- AXS or SAM transactions;
- transactions that may entitle a Cardmember to receive rebates of 5% or more offered by Maybank under other promotions on the Card (regardless of whether or not the Cardmember receives the full rebate) and/or ten (10) times or more TREATS Points on the amount charged;

- any transaction deemed by Maybank at its sole discretion to be of a business and/or corporate/commercial nature; and
- any other transaction which Maybank may reasonably determine to be unsuitable to, or should not, constitute a Retail Transaction.

"**Transaction Date**" means the date on which the relevant Retail Transaction is charged to the Account during the Promotion Period.

"**Winner**" means a Maybank Cardmember who is a winner of any one or more of the Prizes in the Draw.

Definitions importing the singular shall include the plural and vice versa.

2. **Eligibility**

- 2.1. All Maybank Cardmembers whose Accounts are open and in good standing during the Qualifying Period are eligible to participate in the Draw except for:
 - 2.1.1. employees, and immediate families of employees, of Maybank and Maybank's advertising agencies or sponsors;
 - 2.1.2. Maybank Cardmembers whose Accounts are terminated between 1 November 2020 and 28 February 2021 (both dates inclusive); and
 - 2.1.3. Any other accounts that are deemed to be delinquent or unsatisfactorily conducted by Maybank at its sole and absolute discretion.
- 2.2. For the avoidance of doubt, the following do not constitute Maybank Cardmembers for the purpose of the Draw and are not eligible to participate in the Draw:
 - 2.2.1. Holders of Business Cards, Prepaid Cards and ATM Cards; and
 - 2.2.2. Supplementary cardmembers. Nonetheless, Retail Transactions charged by a supplementary cardmember to a supplementary Maybank Credit Card shall accrue to the eligible Maybank Credit Cardmember's corresponding Maybank Credit Card, provided that such supplementary cardmember's Retail Transactions are charged to the corresponding Maybank Credit Cardmember's Account. Termination of a supplementary cardmember's account will not by itself disqualify the eligible Maybank Credit Cardmember from the Draw.
- 2.3. By participating in the Draw and/or by accepting a Prize, Maybank Cardmembers agree to abide by the terms and conditions stated herein.
- 2.4. Eligible Maybank Cardmembers must register for the Draw via the TREATS SG mobile app before they charge any Retail Transactions to their Maybank Cards during the Qualifying Period. Retail Transactions charged to a Maybank Card before such registration will not be counted or otherwise taken into account for the awarding of Chances.

3. **Draws and Prizes**

- 3.1. There will be four (4) Draws held, as set out in the following table:

Draw	Month	Number of Prizes per day	Total number of Prizes per month	Draw Date
1 st	1 – 30 November 2020	60 Prizes	1,800 Prizes	10 December 2020
2 nd	1 – 31 December 2020	60 Prizes	1,860 Prizes	11 January 2021

3 rd	1 – 31 January 2021	60 Prizes	1,860 Prizes	10 February 2021
4 th	1 – 28 February 2021	60 Prizes	1,680 Prizes	10 March 2021

3.2. The Prizes to be awarded for each day within the Qualifying Period are as set out in the following table:

Number of Prize(s) per day	Prize	Value
1	Cash	S\$1,000
6	Arbutus AR913	S\$560
4	Ermenegildo Zegna cardholder	S\$210
3	American Tourister Wrap 29" Luggage	S\$210
2	American Tourister Wrap 20" Luggage	\$160
1	Harvey Norman vouchers	S\$50
3	Al-Futtaim vouchers	S\$30
40	3,400 TREATS Points	S\$10

3.3. There will be sixty (60) Winners per day every day for each Draw. Winners from One (1) Draw are able to participate in the following Draws provided they meet the requirements set out in these terms and conditions.

4. **Awarding of Chances**

4.1. During the Qualifying Period, an eligible Maybank Cardmember will receive Chances for each Draw as set out below:

4.1.1. Ten (10) Chances will be awarded for every S\$50 local spend in a single eligible Retail Transaction charged to a Maybank Card during the Qualifying Period, to participate in the corresponding Draw in relation to the relevant Transaction Date;

4.1.2. Fifty (50) Chances will be awarded for every S\$50-equivalent (at such conversion rate as may be determined by Maybank at its sole discretion) in foreign spend in a single eligible Retail Transaction charged to a Maybank Card during the Qualifying Period, to participate in the corresponding Draw in relation to the relevant Transaction Date; and

4.1.3. Hundred (100) Chances will be awarded for every new and successful personal Maybank Credit Card application, provided that the application is approved and the Maybank Credit Card is activated (made at least one (1) transaction of any amount) during the Qualifying Period.

4.2. For the avoidance of doubt, where there are supplementary cardmembers, Chances will only be awarded to the Maybank Credit Cardmembers.

4.3. Only Retail Transactions charged to the Maybank Cardmember's monthly statement of Account shall constitute proof of eligible spending for the purposes of the Draw and awarding of Chances. Retail Transactions are based on Transaction Dates and must be charged to a Maybank Card during the Qualifying Period by:

4.3.1.7 December 2020 for 1st Draw (for November 2020);

4.3.2.7 January 2021 for 2nd Draw (for December 2020);

4.3.3.7 February 2021 for 3rd Draw (for January 2021); and

4.3.4.7 March 2021 for 4th Draw (for February 2021).

4.4. Maybank shall not be responsible for any failure or delay in the transmission of Retail Transactions by merchant or establishments, or postal or telecommunication authorities, or any

other party which may result in a Retail Transaction or charge incurred by an eligible Maybank Cardmember and/or his/her supplementary cardmember(s) being omitted from the awarding of Chances.

- 4.5. Chances accumulated are not transferable and will be cancelled upon the suspension, cancellation and/or termination of the relevant Account or Maybank Card, without Maybank incurring any liability to the eligible Maybank Cardmember or any other person.
- 4.6. Chances cannot be transferred to or combined with Chances awarded to any other Maybank Cardmember.
- 4.7. In the event that an Account of a Maybank Cardmember is closed and a new Account is opened by the Maybank Cardmember, Chances from the closed Account will not be transferred to the new Account.
- 4.8. Where Chances are awarded for Retail Transactions which are subsequently cancelled or reversed (in full or in part), the Chances awarded will be automatically cancelled.
- 4.9. Maybank reserves the right at any time to withdraw, cancel or invalidate any or all Chances assigned to any Account at its sole discretion without notice or reason.
- 4.10. Maybank's transaction records and internal records on the number of Chances awarded to a Maybank Cardmember shall be final and conclusive. No correspondence or disputes on the number of Chances awarded to any Maybank Cardmember will be entertained.

5. **Draw**

- 5.1. The Draws for each calendar month within the Qualifying Period will be conducted on the tenth of the following month or such other date as Maybank may determine at its sole discretion ("Draw Date") at Maybank Centre, 1 Ang Mo Kio Street 64, Singapore 569083 or such other venue as may be determined by Maybank via a computerised lucky draw system.
- 5.2. The Prizes for each day will be awarded to sixty (60) different Winners.
- 5.3. Each Maybank Cardmember may only win up to five (5) Prizes each calendar month, notwithstanding that he/she is drawn more than 5 times during each Draw. Only the first 5 draws per Maybank Cardmember will be valid and any subsequent drawings of the same Maybank Cardmember during for the calendar month will be disregarded.
- 5.4. Maybank reserves the right to draw a reserve winner to substitute the Winner in the event that a Winner is subsequently found to be ineligible or is disqualified or can no longer claim the Prize(s) pursuant to these terms and conditions. Maybank's determination of the Winners shall be final, conclusive and binding. No correspondence or claims relating to such determination will be entertained.
- 5.5. The Winners will be notified by ordinary post and/or contacted via telephone at his/her last known contact in Maybank's record. Except for notifications to the Winners, Maybank is not obliged to notify or enter into any correspondence with any person on any matter concerning the Draw.
- 5.6. Results will be announced on Maybank's website at www.maybank2u.com.sg within seven (7) working days from the date of each Draw. Results of all four (4) Draws will be published on Maybank's website within seven (7) working days after the date of the fourth draw.
- 5.7. Where applicable, Prizes which are cash prizes or TREATS Points will be credited into the Winners' Accounts within 45 days of being notified by Maybank via an acknowledgement letter or a telephone call from Maybank.
- 5.8. Maybank reserves the right to claim the full cost or retail value (at Maybank's sole discretion) of each Prize from the Winner in the event that: a) any eligible Retail Transaction for which a Chance or Chances was awarded is cancelled or reversed (in full or in part) or found to be invalid or

ineligible for the Draw, after the Prize has been awarded; b) the Winner's Account is closed/terminated for whatever reason (whether by the Winner, Maybank or otherwise) within six (6) months from the date the Winner receives the Prize; and/or c) it is determined by Maybank that the Winner has breached any of the terms stated herein or that the Winner is in fact ineligible for the Draw or the Prize. In such cases, the Winner also authorises Maybank to charge to his/her Account the full cost or retail value (at Maybank's sole discretion) of the Prize(s) prior to the closure or termination of his/her Account and/or deduct such amount from any other account the Winner holds with Maybank.

- 5.9. The entitlement to and use of a Prize is also subject to such other terms and conditions as may be imposed by the respective merchants/vendors ("Merchant") which supplied/supplies the Prize(s).
- 5.10. Prizes must be claimed by the Winners from Maybank or the applicable Merchant(s) on or before 31 May 2021 and in accordance with such procedure as may be determined by Maybank at its sole discretion. Any Prize unclaimed in accordance with Maybank's required procedures by 31 May 2021 may be forfeited and Maybank shall not be obliged to notify such Winner prior to or upon such forfeiture. The Winner whose Prize has been forfeited shall not be entitled to any payment or compensation notwithstanding non-receipt of notification of being a Winner or of the deadline for claiming the Prize. The Winner shall liaise with the Merchant of the Prize on the collection, registration and use of the Prize.
- 5.11. If the Winner is under 21 years of age, the Winner shall be allowed to transfer the Prize to his/her nominee provided that the Winner provides an irrevocable written authorisation and/or such other documents as Maybank and/or the Merchant may require.
- 5.12. The Prize is neither transferable nor exchangeable for cash, credit or otherwise.
- 5.13. Maybank may, at any time before or after the Draw and in its sole and absolute discretion, substitute a Prize with another prize of similar value without notice and liability to any person.
- 5.14. A Winner is not entitled to any payment or compensation from Maybank should the Winner be disqualified or the Prize be forfeited for whatever reason.
- 5.15. Maybank reserves the right to transfer the Prize to the next selected reserve winner, and the original drawn winner shall then not be entitled to have any claim on the Prize, in the event that Maybank is unable to contact the original drawn winner within three (3) days from the date of the Draw or if the original drawn winner is unable to fulfil the obligations required of him/her in respect of the Draw or the Prize, without notice or liability to any person.
- 5.16. Maybank shall not be responsible for any other consequences including but not limited to loss of life, injury to person and/or damage to property arising from or in connection with the Draw or redemption or use of the Prize, or lost, late, misdirected, damaged, incomplete, illegible or postage-due mail, or transactions that are processed late, processed incorrectly or lost due to computer or other electronic breakdown or malfunction or any other reason.
- 5.17. Maybank makes no representation or warranty whatsoever as to the quality, merchantability or fitness for purpose or any other implied terms or conditions with respect to the Prize. Maybank assumes no responsibility or liability for the acts or defaults of the Merchant, or for any delay, postponement, non-delivery, non-performance or defects in the Prize. Maybank is not an agent of the Merchant supplying the Prize. Any dispute about the quality or performance of the Prize must be resolved directly with the Merchant.

6. **General**

- 6.1. Maybank Cardmembers hereby authorise Maybank to disclose and publish their names and other particulars in the event that he/she wins the Prize in accordance with applicable laws.
- 6.2. The Winners consent to and shall attend a prize presentation ceremony or event and/or participate in Maybank's publicity programmes. Any and all expenses and/or costs incurred for such attendance shall be borne by the Winner. Maybank reserves the right to use and publish the name, photographs, information, particulars and/or documents of the Winner in any advertisement or other forms of publicity from time to time, and the Winners consent to the same.
- 6.3. Maybank shall have the sole and absolute discretion to exclude any person from participating in the Draw without any obligation to furnish any notice and/or reason.
- 6.4. Maybank reserves the right, in its sole and absolute discretion, at any time and without notice or liability to any person, to vary, delete or add to any of these terms and conditions from time to time or cancel or terminate the Draw.
- 6.5. Maybank, its related corporations, employees and/or independent contractors shall not be liable to any person for any loss, damage and/or injury whatsoever or howsoever caused arising from this promotion, the Draw and/or the use of the Prizes.
- 6.6. Maybank's decision on all matters relating to the Draw (including without limitation the Chances awarded to the Maybank Cardmembers and the selection of the Winners of the Draw) shall be final, conclusive and binding on all participants.
- 6.7. Maybank may at any time waive, either unconditionally or on such terms and conditions as Maybank deems fit in its discretion, any right it has under these terms and conditions. However, any such waiver shall not preclude Maybank from exercising such rights in the future.
- 6.8. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the promotion or the Draw, these terms and conditions shall prevail. All images of the Prizes on any collateral are for illustration purposes only.
- 6.9. These terms and conditions shall be governed by the laws of Singapore and the participants of the Draw irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 6.10. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.
- 6.11. The prevailing terms and conditions governing Maybank Credit Cards and Maybank Debit Cards, together with the Maybank TREATS Mobile App Terms and Conditions, shall apply.