

## <u>Terms and Conditions for Maybank Credit Cards Charge & Redeem Promotion ("Promotion") - Accor Plus Membership</u>

- 1. Under the Promotion, the first five hundred (500) Eligible Customers (as defined below) may redeem an Accor Plus Membership ("Redemption Item").
- 2. The Promotion applies only to principal Maybank credit card cardmembers ("Cardmembers") who hold a valid Singapore-issued personal consumer credit card ("Card"), who have received details of the Promotion through SMS and/or email broadcast ("Direct Mailer") directly from Maybank and whose Maybank card accounts are in good standing as determined by Maybank. Supplementary cardmembers are not eligible to make a redemption under the Promotion. Maybank shall have the sole and absolute discretion to exclude any person from the Promotion without any obligation to furnish any notice and/or reason and Maybank's decision on all matters relating to this Promotion shall be final, conclusive and binding.
- 3. For the Promotion, a minimum aggregate amount equivalent to \$\$9,600.00 ("Minimum Spend") on eligible retail transactions must be charged to the Cardmember's Card from 14 February 2020 to 14 April 2020 ("Promotion Period") and the transactions must be posted to the Card account no later than 16 April 2020.
- 4. Cardmembers who receive the Direct Mailer containing the details of the Promotion directly from Maybank shall not forward the Direct Mailer to, or share the same with, any other person.
- 5. To be eligible to make a redemption under the Promotion, a Cardmember must (using the same 8-digit mobile number he/she registered with Maybank) send an SMS to Maybank, in the format prescribed by Maybank with all required details accurately furnished, after he/she has charged the Minimum Spend to his/her Card during the Promotion Period (such Cardmember shall be referred to as an "Eligible Cardmember"). The SMS must be sent within the Promotion Period (i.e. no later than 2359h of 14 April 2020). If Maybank receives a SMS in the prescribed format within the Promotion Period, the Cardmember will receive an auto-reply SMS from Maybank acknowledging receipt of the SMS. An auto-reply SMS from Maybank does not constitute eligibility for redemption. Maybank will not consider any SMS in the wrong format, any SMS with incorrect or incomplete details or any SMS sent prior to the Minimum Spend being charged to the Cardmember's Card. Proof of sending an SMS does not constitute proof of Maybank's receipt of the SMS.
- 6. The Cardmember must ensure that the 8-digit mobile number he/she registered with Maybank is up-to-date and accurate. In the event that the number used by a Cardmember to participate in the Promotion does not tally with the Cardmember's 8-digit mobile number registered with Maybank, the Cardmember will not be eligible for the Promotion.
- 7. Each Eligible Cardmember may only redeem one (1) Redemption Item under the Promotion, regardless of the amount charged by the Cardmember to his/her Card.
- 8. The Promotion is limited to the first five hundred (500) Eligible Cardmembers ("Successful Cardmembers") only, on a first-come, first-served basis, while stocks last. Maybank's determination of the first five hundred (500) Eligible Customers shall be final and conclusive.
- 9. Redemption Items are not exchangeable for credit, cash or in kind.
- 10. Maybank will, at its option, and on or before 15 May 2020, issue either an eCoupon (via the Maybank TREATS SG mobile application ("TREATS App")) or a redemption letter (sent via ordinary post to the Successful Cardmembers' last known address on record with Maybank at the time such redemption letter is prepared) to Successful Cardmembers for their use to redeem the Redemption Items. If Maybank elects to issue eCoupons for the redemption, Successful Cardmembers who have downloaded the TREATS App and allowed push notifications to be sent via the TREATS App will receive a push notification through the TREATS App on their mobile phone to notify them upon the issuance of the eCoupon on the TREATS App. Where a Successful Cardmember has yet to install the TREATS App or disabled push notifications, an SMS will be sent to the Successful Cardmember's mobile number (as registered with Maybank) to prompt such Successful Cardmember to download and log into the TREATS App in order to access the eCoupon to redeem the Redemption Item.

- 11. Except for notifications to the Successful Cardmembers, Maybank is not obliged to enter into any correspondence with any person on any matter concerning the Promotion.
- 12. The redemption of Redemption Items must be in accordance with the terms and conditions set out in the eCoupon/redemption letter. Strictly no extension of time will be granted if a Successful Cardmember is unable or fails to redeem the Redemption Item within the redemption period indicated in the eCoupon/redemption letter. Any unredeemed Redemption Item shall be forfeited and the Successful Cardmember whose Redemption Item has been forfeited shall not be entitled to any compensation or payment or replacement notwithstanding that the Successful Cardmember may not have received a push notification or SMS or the eCoupon or redemption letter for any reason whatsoever.
- 13. Eligible retail transactions charged by a Cardmember to his/her Card and by his/her supplementary cardmembers (if any) to their corresponding supplementary cards may be combined to meet the Minimum Spend required for the Cardmember to be eligible for the Promotion.
- 14. The following transactions will not be counted towards the Minimum Spend under the Promotion:
  - a) Transactions used or counted for other Maybank promotions (e.g. Charge and Redeem);
  - b) 0% Instalment Plan transactions;
  - c) FlexiPay, FlexiCash, Fund Transfer and Cash Advance transactions;
  - d) 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.);
  - e) Bill payments (recurring or otherwise);
  - f) Income tax payments;
  - g) Payments to educational institutions (e.g. schools, universities, private education institutions, tuition centres or agencies, etc.);
  - h) 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.);
  - i) Payment to financial institutions (e.g. banks, securities brokerage firms, insurance companies, etc.);
  - j) Payment of funds to pre-paid accounts (e.g. EZ-Link transactions, Transit Link transactions, etc.);
  - k) Online payment gateway transactions (e.g. PayPal, Skrill and BidPay, etc.);
  - I) Gambling or betting transactions;
  - m) AXS or SAM transactions;
  - n) Transactions that 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 a Cardmember receives the full rebate) and/or ten (10) times or more TREATS Points on the amount charged;
  - o) Any transaction deemed by Maybank at its sole discretion to be of a business and/or corporate nature; and
  - p) Any other transaction which Maybank may reasonably determine to be unsuitable to, or should not, be counted towards the Minimum Spend.
- 15. For the purpose of the Promotion, a charge slip is not sufficient proof of eligible spending or that the Minimum Spend has been met. Only Card transactions as reflected in the monthly statement of the Card account shall constitute proof of whether the Minimum Spend has been met.
- 16. The Promotion is not valid in conjunction with other Maybank offers, promotions, in-house offers, discount cards, loyalty programmes and vouchers, unless otherwise stated.
- 17. Maybank reserves the right to vary or substitute any or all of the Redemption Items at its sole discretion without prior notice or liability to any person. Maybank is not the supplier of goods or services in respect of or in relation to the Redemption Items (such suppliers shall be referred to as the "Merchants") and makes no representation or warranty whatsoever as to the quality, merchantability and/or fitness for purpose of the goods or services, and assumes no liability or responsibility therefor, or for the acts or defaults of the Merchants, or for any non-delivery, non-performance or defects in the goods or services. Maybank is not an agent of or in a partnership with the Merchants. Any disputes on product or service quality should be resolved directly between the Cardmember and the Merchants.

- 18. In the event the eCoupon/redemption letter is lost or misplaced, the Successful Cardmember shall not be entitled to a replacement eCoupon/redemption letter unless otherwise agreed by Maybank at its sole discretion. Where Maybank decides to issue a replacement eCoupon/redemption letter, Maybank reserves the right to charge the full retail value of the Redemption Item from the Cardmember's Card account or deduct it from any Maybank account held by the Cardmember if the original eCoupon/redemption letter is utilised to redeem the Redemption Item for any reason whatsoever and howsoever.
- 19. Maybank reserves the right to charge the full retail value of the Redemption Item redeemed to the Cardmember's Card account or deduct it from any account the Cardmember holds with Maybank if (i) any transaction counted by Maybank towards the Minimum Spend is invalid, cancelled or reversed (in full or in part) by any party for any reason and at any time, (ii) any transaction counted towards the Minimum Spend (in full or in part) is found have been used for another Maybank promotion or found to be a transaction that should not be counted towards the Minimum Spend, or (iii) it is determined by Maybank that the Cardmember has breached any of the terms and conditions of the Promotion.
- 20. Maybank, its related corporations, employees and/or independent contractors shall not be liable for any loss, injury, liabilities, expenses or damages whatsoever or howsoever incurred or sustained by any Cardmember and/or any other person by reason of, arising from or in connection with (i) this Promotion, (ii) redemption, use or consumption of any goods, services or facilities of the Merchants or any other merchants or retailers, (iii) any SMS or push notification which is misdirected or any eCoupon or redemption letter which is misdirected or lost, and/or (iv) transactions that are processed late, incorrectly or lost due to computer or other electronic breakdown or malfunction or for any other reasons.
- 21. Maybank may, at its sole discretion and at any time without notice or liability to any person, vary delete or add to any of these terms and conditions, or withdraw, suspend or discontinue the Promotion.
- 22. In addition to the terms and conditions herein, the terms and conditions stated in the eCoupon/redemption letter issued by Maybank and the terms and conditions of the Merchants in respect of the Redemption Items shall apply.
- 23. In the event of any inconsistency between these term and conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail. All images of redemption items, goods or services on any collateral are for illustrative purposes only.
- 24. All prevailing and relevant Maybank credit card terms and conditions or agreements shall apply. For Maybank credit card terms and conditions, please visit http://www.maybank2u.com.sg.