

## Terms and Conditions for Maybank Festive Sure-Win Game Promotion ("Promotion")

#### 1) Definitions

"Account" refers to a personal Singapore-issued Maybank 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.

"Bonus Gift" refers to any of the bonus gifts set out in Clause 5.1 below.

"Eligible Cardmember" refers to a Maybank Cardmember who is eligible to receive a Prize and/or a Bonus Gift.

"Game" refers to the Festive Sure-Win Game conducted by Maybank till 19 February 2024 which can be accessed by Maybank Cardmembers via maybank.sg/festive in order to determine which Prizes Maybank Cardmembers who have participated in the Game have won.

"Game Chance" refers to one (1) chance to participate in the Game.

"Maybank" refers to Maybank Singapore Limited.

"Maybank Card" refers to a personal Singapore-issued Maybank Credit or Debit Card.

"Maybank Cardmember" refers to a person to whom Maybank has issued a Maybank Card and who shall be a principal cardmember.

"Prize" refers to any of the Sure-Win Game prizes set out in Clause 4.1(e) below.

"Qualifying Period" refers to the period from 1 November 2023 to 31 December 2023 (both dates inclusive).

"**Redemption eCoupon**" refers to the eCoupon issued by Maybank to the Maybank TREATS SG Mobile App wallet of applicable Eligible Cardmembers which they may use to redeem the corresponding Bonus Gift and/or Prize.

"**Redemption Letter**" refers to the letter sent by Maybank via post to the residential address on Maybank's record of applicable Eligible Cardmembers which they may use to redeem the corresponding Prize.



"**Retail Transaction**" refers to an approved retail payment made by the Maybank Cardmember using his/her Maybank Card. All NETS and eNETS transaction on a Maybank Card will not be taken into account. Transactions charged to the Maybank Card which will not be taken into account as Retail Transactions for the purpose of this Promotion include (but are not limited to):

- (a) Payments made to government or government-related institutions and services (court cases, fines, bail and bonds, tax payment, postal services, parking lots and garages, intragovernment purchases and any other government services not classified here);
- (b) Betting or gambling transactions;
- (c) Brokerage/securities transactions;
- (d) Payments to insurance companies;
- (e) Transactions classified under the following Merchant Category Codes ("MCC"):
  - MCC 6012 Financial Institutions Merchandise, Services, and Debt Repayment
  - MCC 6051 Non-Financial Institutions Foreign Currency, Non-Fiat Currency (including but not limited to Cryptocurrency), Money Orders, Account Funding, Travelers Cheques, and Debt Repayment
  - MCC 6540 Non-Financial Institutions Stored Value Card Purchase/Load (including but not limited to Grab mobile wallet top-ups)
- (f) Transactions made via AXS or SAM;
- (g) FlexiCash, FlexiPay, 0% Interest Instalment Plans, funds transfers, cash advances, finance charges, late payment charges, annual fees, reversals, interest charges, or any other miscellaneous charges charged to the Maybank Cardmember;
- (h) Payment of funds to prepaid accounts such as those listed below (such list is not exhaustive and Maybank reserves the right to amend the list from time to time without giving prior notice or reason to any party):
  - EZ LINK PTE LTD (FEVO)
  - EZ Link EZ-LINK\*
  - EZLINK EZ-Link
  - EzLink
  - EZLINKS.COM
  - EZ Link transport
  - EZ-LINK (IMAGINECARD)
  - EZ-Link EZ-Reload (ATU)
  - BANC DE BINARY
  - BANCDEBINARY.COM
  - Flashpay ATU
  - MB \* MONEYBOOKERS.COM
  - NETS VCASHCARD
  - WTS Travel & Tours\*
  - WTS Travel

- OANDA ASIA PAC\*
- PAYPAL\* BIZCONSULTA
- PAYPAL\* CAPITALROYA
- SKR\*Skrill.com
- SKR\*xglobalmarkets.com\*
- SKYFX.COM\*
- TRANSIT\*
- TRANSITLINK\*
- TRANSIT LINK\*
- WWW.IGMARKETS.COM.SG
- WWW.PLUS500.CO.UK
- WWW.MYEZLINK.COM.SG
- YOUTRIP\*
- WEBUY Chinatown
- WEBUY SG
- WEBUY SG TRAVEL



- (i) any transaction deemed by Maybank at its sole discretion to be beyond personal consumption or of a business and/or corporate nature; and
- (j) any other transactions that Maybank may determine from time to time without prior notice.

"**Spend Requirement**" refers to the minimum spend of S\$3,000 on Retail Transactions during the Qualifying Period. Maybank Cardmembers' spend on Retail Transactions on their Maybank Card(s) during the Qualifying Period will be aggregated to determine if he/she meets the Spend Requirement. For avoidance of doubt, there is no limit on the number of Retail Transactions that may be combined to meet the Spend Requirement during the Qualifying Period.

**"Transaction Date**" refers to the date on which the relevant Retail Transaction is charged to the Maybank Card during the Qualifying Period.

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

### 2) Eligibility

- 2.1 All Maybank Cardmembers whose Accounts are opened/maintained with Maybank and in good standing during the Qualifying Period are eligible to participate in this Promotion except for:
  - a) Maybank Cardmembers whose Accounts are terminated during the Qualifying Period; and
  - b) Maybank Cardmembers whose Accounts 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 this Promotion and are not eligible to participate in this Promotion:
  - a) Holders of Business Cards, Prepaid Cards and ATM Cards; and
  - b) Supplementary cardmembers. Nonetheless, Retail Transactions charged by a supplementary cardmember to a supplementary Maybank credit card shall accrue to the Maybank Cardmember's corresponding Maybank Card (and therefore count towards the Spend Requirement), provided that such supplementary cardmember's Retail Transactions are charged to the corresponding Maybank Cardmember's Account. Termination of a supplementary cardmember's account will not by itself disqualify the Maybank Cardmember from participating in this Promotion.
- 2.3 By participating in this Promotion, Maybank Cardmembers agree to abide by the terms and conditions stated herein.
- 2.4 To participate in this Promotion, Maybank Cardmembers must during the Qualifying Period:
  - Register for the Promotion via the Maybank TREATS SG Mobile App ("TREATS SG App") under Privileges > Highlights > Festive Sure-Win Game Promotion Registration. Maybank Cardmembers who have successfully registered for this Promotion will receive a registration eCoupon ("Registration eCoupon") evidencing their registration for this Promotion in their



TREATS SG App wallet. The Registration eCoupon will be valid throughout the Qualifying Period. For avoidance of doubt, the Registration eCoupon does not constitute confirmation of eligibility to participate in the Game nor eligibility to receive a Prize and/or Bonus Gift; and

b) Meet the Spend Requirement by charging at least \$\$3,000 on Retail Transactions to his/her Maybank Card during the Qualifying Period.

### 3) Awarding of Game Chances

- 3.1 If a Maybank Cardmember has both registered for the Promotion and met the Spend Requirement as set out in Clause 2.4 above and provided that not all the Game Chances have been awarded, he/she will receive Game Chances to participate in the Game as set out below:
  - One (1) Game Chance will be awarded for meeting the Spend Requirement of S\$3,000 on Retail Transactions charged to a Maybank Card; and
  - One (1) Game Chance will be awarded for every additional S\$1,000 spent on Retail Transactions charged to a Maybank Card, up to a maximum spend of S\$15,000 in total (or up to a maximum of 13 Game Chances per Maybank Cardmember in total).
- 3.2 The maximum number of Game Chances which may be awarded to all Maybank Cardmembers under this Promotion is 12,705.
- 3.3 The awarding of Game Chances is on a first-come-first-serve basis <u>in the order in which Maybank</u> <u>Cardmembers meet the Spend Requirement of S\$3,000</u>. At the end of the Qualifying Period, Maybank will compile a list of Maybank Cardmembers who have fulfilled the requirements in Clause 2.4 above and award up to 12,705 Game Chances available in the order in which Maybank Cardmembers met the Spend Requirement of S\$3,000. To illustrate, a Maybank Cardmember who meets the Spend Requirement of S\$3,000 on 7 November 2023 and subsequently charges another S\$7,000 in Retail Transactions to his/her Maybank Card on 25 December 2023 will be awarded all 8 Game Chances before a Maybank Cardmember who charges S\$8,000 in Retail Transactions to his/her Maybank Card (thereby meeting the Spend Requirement) on 30 November 2023 is awarded any Game Chances.
- 3.4 For avoidance of doubt, where there are supplementary cardmembers, Game Chances will only be awarded to the Maybank Cardmembers (being principal cardmembers).
- 3.5 Only Retail Transactions charged to the Maybank Cardmember's Maybank Card and posted to their monthly statement of Account shall constitute proof of eligible spending for the purposes of this Promotion and awarding of Game Chances and/or Bonus Gifts.
- 3.6 All Retail Transactions counting towards the Spend Requirement are based on Transaction Date within the Qualifying Period, and must also be posted to the Maybank Cardmember's Account no later than 7 January 2024.



- 3.7 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 incurred by a Maybank Cardmember and/or his/her supplementary cardmember(s) being omitted from the awarding of Game Chances and/or Bonus Gifts.
- 3.8 Game 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 Maybank Cardmember or any other person.
- 3.9 Game Chances cannot be transferred to or combined with Game Chances awarded to any other Maybank Cardmember.
- 3.10 In the event that an Account of a Maybank Cardmember is closed and a new Account is opened by the Maybank Cardmember, Game Chances from the closed Account will not be transferred to the new Account.
- 3.11 Where Game Chances are awarded for Retail Transactions which are subsequently cancelled or reversed (in full or in part), the Game Chances awarded will be automatically cancelled.
- 3.12 Maybank reserves the right at any time to withdraw, cancel or invalidate any or all Game Chances assigned to any Account at its sole discretion without notice or reason.
- 3.13 Maybank's transaction records and internal records on the number of Game Chances awarded to a Maybank Cardmember shall be final and conclusive. No correspondence or disputes on the number of Game Chances awarded to any Maybank Cardmember will be entertained.

#### 4) Sure-Win Game

- 4.1 Maybank Cardmembers who have been awarded Game Chance(s) will receive a unique code ("Game Code") to participate in the Game.
  - a) An eCoupon containing the Game Code ("Game eCoupon") will be sent to the TREATS SG App of Maybank Cardmembers who have been awarded Game Chance(s) by 31 January 2024, barring any unforeseen technical delays. For avoidance of doubt, the Game eCoupon does not constitute confirmation of eligibility to redeem a Prize.
  - b) All Game Chances must be utilised by the Maybank Cardmembers by 19 February 2024 ("Game Period") by going to the Game website ("Game Website") which can be accessed via maybank.sg/festive, entering the Game Code issued to them and following the prompts shown to utilise their Game Chance(s). After a Game Chance has been successfully utilised, the Prize which the Maybank Cardmember has won will be instantly shown on the Game Website.
  - c) Maybank Cardmembers who have been awarded Game Chance(s) can view the number of Game Chance(s) they have been awarded, the number of Game Chance(s) which are unutilised as well as the Prize(s) which they have won by entering the Game Code on the Game Website.



- d) All Game Chances must be utilised during the Game Period. Any Game Chances not utilised within the Game Period will be forfeited.
- e) A maximum of 12,705 Prizes may be won under the Game. The number and kind of Prizes are set out in the table below:

Sure-Win Game Prizes	Number of Prizes
iPhone 15 Pro 128GB	10
iPad 10.9" WiFi (10 <sup>th</sup> Gen) 64GB	15
Nespresso C61 (Pixie) Coffee Machine	30
S\$50 eCapita Voucher	150
S\$20 Grab Gift Voucher	500
S\$5 Cashback	12,000

- f) Prizes will be allocated to Maybank Cardmembers who have utilised their Game Chance(s) at random by a computerised system, based on the availability of the Prizes as set out in Clause 4.1 (e) above. Maybank reserves the right to change the Prize allocation mechanics without giving prior notice or reason.
- g) Each Maybank Cardmember may receive up to a maximum of thirteen (13) Prizes in any combination.
- Maybank Cardmembers who have won a \$5 Cashback will receive a Push Notification on their TREATS SG App and their cashback will be automatically credited into his/her Account by 15 March 2024.
- Maybank Cardmembers who have won the Prizes other than the S\$5 Cashback will receive a Push Notification on their TREATS SG App. They will also receive either a Redemption eCoupon via the TREATS SG App and/or a Redemption Letter via postal mail for the redemption of the Prizes latest by 15 March 2024.
- j) Except for notifications to the Maybank Cardmembers via the TREATS SG App as set out above, Maybank is not obliged to enter into any correspondence with any person on any matter concerning the Promotion.

# 5) Bonus Gifts

- 5.1 At the end of the Qualifying Period, Maybank will compile a list of Maybank Cardmembers who have both registered for the Promotion and met the Spend Requirement during the Qualifying Period according to Clause 2.4 above, and the Bonus Gifts will be allocated as set out below:
  - a) First 1,500 Maybank Cardmembers to charge a minimum of S\$3,000 on Retail Transactions to his/her Card during the Qualifying Period to receive S\$30 cashback;
  - b) First 500 Maybank Cardmembers to charge a minimum of S\$6,000 on Retail Transactions to his/her Card during the Qualifying Period to receive S\$50 cashback;
  - c) First 250 Maybank Cardmembers to charge a minimum of S\$10,000 on Retail Transactions to his/her Card during the Qualifying Period to redeem two (2) tickets to Immersive Disney Animation shows available till 25 February 2024, at the Sands Theatre; and



d) First 50 Maybank Cardmembers to charge a minimum of S\$15,000 on Retail Transactions to his/her Card during the Qualifying Period to redeem two (2) Category A Reserve tickets to Matilda The Musical for the show on 31 March 2024, Sunday 6.30pm, at the Sands Theatre.

Special Spend Tier	Bonus Gifts	No. of Recipients
S\$3,000	(A) S\$30 Cashback	1,500
S\$6,000	(B) S\$50 Cashback	500
S\$10,000	(C) Two (2) Immersive Disney Animation admission	250
	tickets with complimentary merchandise	
S\$15,000	(D) Two (2) Matilda The Musical tickets	50

- 5.2 Each Maybank Cardmember may receive one, two, three or four Bonus Gift(s) subject to him/her meeting the applicable requirement in Clause 5.1, in any combination, up to a maximum of one (1) Bonus Gift of each type (ie. one (1) Bonus Gift for each Special Spend Tier as set out above).
- 5.3 Maybank Cardmembers who are entitled to receive (A) S\$30 Cashback and/or (B) S\$50 Cashback will be informed through a Push Notification on their TREATS SG App and their Cashback will be automatically credited into his/her Account by 31 January 2024.
- 5.4 Maybank Cardmembers who are entitled to receive Bonus Gift (C) two (2) tickets to Immersive Disney Animation and/or (D) two (2) tickets to Matilda The Musical will be informed via the TREATS SG App that they are eligible to redeem the Bonus Gift(s). They will also receive a Redemption eCoupon for the redemption of the Bonus Gift(s) via the TREATS SG App latest by 31 January 2024. Except for notifications to the Maybank Cardmembers via the TREATS SG App as set out above, Maybank is not obliged to enter into any correspondence with any person on any matter concerning the Promotion.

#### 6) **Redemption of Prizes and Bonus Gifts**

- 6.1 All Prizes and Bonus Gifts are available on a first-come, first-serve basis, are while stock last and are not exchangeable for cash, rewards points, credit or in kind in all cases, whether whole or in part. Maybank may, at its discretion, substitute the Bonus Gifts and/or Prizes with an item of equal or similar value without prior notice.
- 6.2 Eligible Cardmembers must contact Maybank within fourteen (14) calendar days from the respective notification date mentioned above, for any issues in relation to the non-receipt of the Redemption eCoupon and/or Redemption Letter. In the event of any disputes in relation to the Promotion, Maybank's decision shall be final.
- 6.3 Each redemption of a Bonus Gift and Prize must be in accordance with these terms and conditions listed in the Redemption eCoupon(s) and/or Redemption Letter and the terms and conditions of the



merchant. The Eligible Cardmember will need to collect their Bonus Gift(s) and/or Prize(s) in person at the redemption location during the redemption period (which will all be stated in the corresponding Redemption eCoupon and/or Redemption Letter), and present the Redemption eCoupon and/or Redemption Letter to the Merchant when collecting said Bonus Gift and/or Prize, if and when applicable.

- 6.4 Eligible Cardmembers shall accept the Prize(s) and Bonus Gift(s) "as is". Maybank is not the supplier of the Bonus Gifts and/or Prizes (except for cashback) or any related goods and services (the supplier of the Bonus Gifts and/or Prizes or any goods and services shall be referred to as the "Merchant") and makes no representation or warranty whatsoever as to the quality, merchantability and/or the fitness of purpose of these Bonus Gifts and/or Prizes, and any goods and services provided and assumes no liability or responsibility therefor or for the acts or defaults of the Merchant for any non-delivery, non-performance or defects in these Bonus Gifts and/or Prizes or goods and services. Maybank is not an agent of the Merchant. Any dispute over these Bonus Gifts, Prizes and any goods and service(s) should be resolved directly between the Eligible Cardmember and the Merchant.
- 6.5 In the event the Redemption eCoupon and/or Redemption Letter is lost, misused, stolen or misplaced, the Eligible Cardmember shall not be entitled to a replacement Redemption eCoupon and/or Redemption Letter unless otherwise agreed by Maybank at its sole discretion. Where Maybank decides to issue a replacement Redemption eCoupon and/or Redemption Letter, Maybank reserves the right to charge the full cost or retail value of the Prize and/or Bonus Gift to the Maybank Cardmember's Account or deduct it from any Maybank account held by the Maybank Cardmember if the original Redemption eCoupon and/or Redemption Letter is utilised to redeem a Prize and/or Bonus Gift for any reason whatsoever and howsoever.
- 6.6 Any Bonus Gift or Prize not redeemed within the prescribed redemption period stated in the Redemption eCoupon and/or Redemption Letter shall be forfeited and any Maybank Cardmember whose Bonus Gift(s) and/or Prize(s) has been forfeited shall not be entitled to any payment of compensation or replacement notwithstanding any claims of not having received the Redemption eCoupon, Redemption Letter or notification. Strictly no extension or change of time will be allowed if the Eligible Cardmember does not redeem the Prize(s) and/or Bonus Gift(s) within the redemption period stated in the Redemption eCoupon and/or Redemption Letter.
- 6.7 Maybank reserves the right to reverse, restructure, forfeit, and/or charge the full cost or retail value (at Maybank's sole discretion) of the Prize(s) and/or Bonus Gift(s) awarded and/or redeemed to the Maybank Cardmember's Account or deduct it from any account the Maybank Cardmember holds with Maybank in the event:
  - any transaction counted towards the Spend Requirement and/or for which Game Chance(s) were awarded (in full or in part) is invalid, cancelled or reversed (in full or in part) by any party for any reason;
  - b) any transaction counted towards the Spend Requirement and/or for which Game Chance(s) were awarded (in full or in part) is found to be used for other Maybank promotions or found



to be a transaction that should not be counted towards the Spend Requirement and/or as a Retail Transaction;

- c) the Maybank Cardmember's Account is closed, suspended or not in good standing at any point during the Qualifying Period and/or within six (6) months from the date the Eligible Cardmember receives the Prize(s) and/or Bonus Gift(s);
- d) the Maybank Cardmember is not entitled to the Prize and/or Bonus Gift for any reason whatsoever; or
- e) it is determined by Maybank that the Maybank Cardmember has breached one or more of the terms and conditions of this Promotion.
- 6.8 Maybank reserves the right to replace, exchange, vary or substitute the Prizes and/or Bonus Gifts at its sole discretion without prior notice or liability to any person.
- 6.9 The entitlement to and use of a Prize and/or Bonus Gift is also subject to such other terms and conditions as may be imposed by the respective Merchant which supplied/supplies the Prize(s) and Bonus Gift(s). Additional terms and conditions stated in the Redemption eCoupon and/or Redemption Letter shall also apply.
- 6.10 In the event of any disputes in relation to the Promotion, Maybank's decision shall be final.

# 7) <u>General</u>

- 7.1 The Promotion is not valid in conjunction with other Maybank offers, promotions, in-house offers, discount cards, loyalty programmes and vouchers, unless otherwise stated.
- 7.2 Maybank Cardmembers authorise Maybank to disclose and publish their names and other particulars in the event that he/she wins a Prize and/or Bonus Gift in accordance with applicable laws without prior notice. Eligible Cardmembers also authorise Maybank to share their personal data with the Merchant(s) or such third party which Maybank may in its reasonable discretion deem necessary to facilitate the redemption and/or credit of the Prize or Bonus Gift.
- 7.3 Maybank shall have the sole and absolute discretion to exclude any person from participating in this Promotion without any obligation to furnish any notice and/or reason.
- 7.4 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 the Maybank Cardmember and/or any other person by reason of, arising from or in connection with this Promotion and/or use of the Redemption eCoupon, Redemption Letter, Prize and/or Bonus Gift, redemption of or consumption of any services, products or facilities of any merchants or retailers, any Redemption eCoupon and/or Redemption Letter which is misdirected or lost and/or transactions that are processed late, incorrectly or lost due to computer or other electronic breakdown or malfunction or for any other reasons.



- 7.5 Maybank's decision on all matters relating to the Promotion (including without limitation the Game Chances awarded to the Maybank Cardmembers, the awarding of the Prizes and Bonus Gifts) shall be final, conclusive and binding on all participants.
- 7.6 Maybank reserves the right at its sole and absolute discretion to vary, delete or add to any of these terms and conditions from time to time, or withdraw, suspend or discontinue this Promotion at any time without notice or liability to any person.
- 7.7 In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to this Promotion, these terms and conditions shall prevail. All images of Prize and/or Bonus Gift on any collateral shall be for illustrative purposes only. The actual specifications of the Prizes may differ from the visual used in such collaterals.
- 7.8 These terms and conditions shall be governed by the laws of Singapore and the participants in this Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 7.9 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 2001 to enforce any of these terms and conditions.
- 7.10 All prevailing and relevant Card terms and conditions and/or agreement, together with the Maybank TREATS Mobile App Terms and Conditions, shall apply. For full details, please visit <a href="http://www.maybank2u.com.sg">http://www.maybank2u.com.sg</a>.