

TERMS & CONDITIONS OF 10th ANNIVERSARY MAYBANK MANCHESTER UNITED PROMOTION

1. Definitions

"Account" means a personal 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. "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 Maybank Manchester United Platinum Visa Credit Card and/or Maybank Manchester United Platinum Visa Debit Card.

"Maybank Cardmember" means a person to whom Maybank has issued a Maybank Card.

"**Prize**" means a 2021/2022 Manchester United Jersey or Trip to Old Trafford, to be awarded by Maybank to a Winner as stated in Clause 3 herein.

"Promotion" means this 10th Anniversary Maybank Manchester United Promotion.

"Qualifying Period" means the period from 6 November 2021 to 31 May 2022 (both dates inclusive). "Retail Transaction" means an approved retail payment made by the Maybank Cardmember using his/her Maybank Card, but excludes the following transactions (which therefore will not be taken into consideration for the purpose of the Draw):

- NETS transactions
- FlexiPay, FlexiCash, Fund Transfer and Cash Advance transactions
- Fees and charges (e.g. annual fees, interest charges, finance charges, cash advance fees, late charges, cheque processing fees and other miscellaneous fees and charges etc.)
- Reversals and Money transfers
- Income Tax Payments
- AXS and SAM transactions
- Payment to insurance
- Transactions classified under the following Merchant Category Codes ("MCC"):
 - Financial Institutions Merchandise, Services, and Debt Repayment (MCC 6012)
 - Non-Financial Institutions Foreign Currency, Non-Fiat Currency (for example: Cryptocurrency), Money Orders (Not Money Transfer), Account Funding (not Stored Value Load), Travelers Cheques, and Debt Repayment (MCC 6051)
 - Non-Financial Institutions Stored Value Card Purchase/Load (MCC 6540)
 - Money Transfer (MCC 4829)
- Payments at government agencies (e.g. the 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.) Online payment gateway transactions (e.g. PayPal, Skrill, Bidpay etc.)
- Payment of funds to pre-paid accounts. The following examples are not exhaustive and Maybank reserves the right to amend the list from time to time without giving prior notice or reason to any party:



- BANC DE BINARY*
- BANCDEBINARY.COM*
- EZ LINK PTE LTD (FEVO)
- EZ Link transport
- EZ Link*
- EZ-LINK (IMAGINE CARD)
- EZ-Link EZ-Reload (ATU)
- EZLINK*
- EzLink*

- EZ-LINK*
- FlashPay ATU*
- MB
 *
 MONEYBOOKERS.COM
 - NETS VCASHCARD*
- OANDA ASIA PAC*
- OANDAASIAPA
- PAYPAL
- BIZCONSULTAPAYPAL
- CAPITALROYA
- PAYPAL
 OANDAASIAPA

- Pepperstone Group Ltd
- Saxo Cap Mkts Pte Ltd
- SKR*SKRILL.COM
- SKR*xglobalmarkets.com*
- SKYFX.COM*
- TL-ABT*
 - TRANSIT LINK*
- * <u>WWW.IGMARKETS.COM</u>

- Gambling transactions
- Any transaction deemed to be of a business and/or corporate nature

"Transaction Date" means the date on which a Retail Transaction is made.
"Trip to Old Trafford" has the meaning ascribed to it in Clause 3.2.
"Winner" means the Maybank Cardmember who is the winner of a Prize.
"2021/2022 Manchester United Jersey" has the meaning ascribed to it in Clause 3.2.

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

2. Eligibility

- 2.1. All Maybank Cardmembers whose Accounts are 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 6 November 2021 and 31 May 2022 (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, card members other than Maybank Cardmembers are not eligible to participate in 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 2 Draws held, as set out in the following table:

Draw	Month of Spend	Prizes	Draw Date	Redemption Date
1 st	6 November 2021 to 31 January 2022	2021/2022 Manchester United Jersey	25 February 2022	Redemption eCoupon for 2021/2022 Manchester United Jersey will be issued via TREATS SG app by 8 March 2022
2 nd	6 November 2021 to 31 May 2022	Trip to Old Trafford	23 June 2022	Redemption Letter for Trip to Old Trafford will be issued by 24 June 2022

3.2. The Prizes to be awarded for this Promotion are as set out in the following table:

Number of Prize(s)	Prize
5	• A <i>pair</i> of return economy flight tickets to Manchester, UK and three (3) nights (twin sharing) stay in a 3-star hotel accommodation, including a pair of VIP hospitality tickets to Catch Manchester United live in Old Trafford, Manchester, UK in the 2022/2023 season (collectively known as " Trip to Old Trafford ")
100	 2021/2022 Manchester United Men's Home/Away/3rd Kit ("2021/2022 Manchester United Jersey")

3.3. There will be a total of 105 Winners in this Promotion. The Prizes are subject to availability while stocks last. For the avoidance of doubts, the availability of Trip to Old Trafford is further subject to any travel regulations and restrictions or Covid-19 safety measures or rules (including without limitation travel ban or quarantine requirements) as may be imposed by the governmental authorities (whether in Singapore, UK or elsewhere) from time to time, and Maybank shall in no event be responsible or liable for any cancellation, suspension, changes, delay or unavailability of the Prize for the Trip to Old Trafford for whatever reasons.



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 or foreign spend in a single eligible Retail Transaction charged to a Maybank Card during the Qualifying Period;
 - 4.1.2.Ten (10) Chances will be awarded for every new and successful personal Maybank Card application, provided that the application is approved, the Maybank Card is activated and the relevant Maybank Cardmember makes 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 principal cardmembers.
- 4.3. In order for a Retail Transaction to be counted for the awarding of a Chance for a Draw, it must be charged to a Maybank Card on a Transaction Date that falls within the relevant Month of Spend for the relevant Draw as indicated in Clause 3.1.
- 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. <u>Draw</u>

- 5.1. The Draws for each calendar month within the Qualifying Period will be conducted on their respective Draw Date as indicated in Clause 3.1 or such other date as Maybank may determine at its sole discretion at Maybank Tower, 2 Battery Road, Singapore 049907 or such other venue as may be determined by Maybank via a computerised lucky draw system.
- 5.2. Any Cardmember may participate in the 2nd Draw as long as that Cardmember meets the eligibility criteria for the 2nd Draw hereunder, whether or not that Cardmember is or has been a Winner of the 1st Draw.
- 5.3. Maybank is unable to guarantee the size, colour or type availability of the 2021/2022 Manchester United Jersey for its Winner. The sizes, colours and types are subject to availability while stocks last.



- 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. Winners of a "Trip to Old Trafford" of the previous contest will not be eligible for the "Trip to Old Trafford" of this Promotion.
- 5.6. The Winners will be notified by the TREATS SG app and/or ordinary post and/or contacted via telephone at his/her last known contact in Maybank's record, and the redemption coupons/letters (where applicable) will be issued into the Winners' TREATS SG app within 45 days thereof. Except for such notifications to the Winners, Maybank is not obliged to notify or enter into any correspondence with any person on any matter concerning the Draw.
- 5.7. Results will also be announced on Maybank's website at www.maybank2u.com.sg within seven (7) working days from the date of each Draw.
- 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 the stated expiry date in the redemption coupon/letter 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 the stated date 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. Save as otherwise agreed by Maybank in writing, the Prize is neither transferable nor exchangeable for cash, credit or otherwise.
- 5.12. 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.
- 5.13. 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.
- 5.14. 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.

- 5.15. Maybank shall not be responsible or liable in contract, tort or otherwise for any damages, loss, expenses, costs or 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.
- 5.16. 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 (if required) 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 (whether direct or indirect) 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.

Maybank Singapore Limited (UEN: 201804195C)