

### MAYBANK MAN UTD SIGNED JERSEY LUCKY DRAW 2020 TERMS AND CONDITIONS

#### 1. Definitions

- "Account" means a Maybank Card account maintained by the Maybank Cardmember which has not . been terminated and is determined by Maybank at its sole discretion of Maybank to be in good standing.
- "Chance" means one opportunity to win a Prize during the Draw.
- "Draw" means the lucky draws referred to in section 3a below to be conducted by Maybank in accordance with these terms and conditions.
- "Maybank" means Maybank Singapore Limited.
- "Maybank Card" means a personal Singapore-issued Maybank Manchester United Platinum Visa Credit Card or Maybank Manchester United Platinum Visa Debit Card.
- "Maybank Cardmember" means a person who is a principal cardmember to whom Maybank has issued a Maybank Card.
- "Prize" means one of the prizes set out in section 2 entitled 'Prizes'.
- "Qualifying Period" means the period from 7 March 2020 and 31 May 2020 (both dates inclusive).
- "Retail Transaction" means an approved retail payment made by the Maybank Cardmember using his/her Card. Retail Transactions will not include the following transactions (such list is not exhaustive):
  - NETS transactions; a)
  - b) FlexiPay, FlexiCash, Fund Transfer and Cash Advance transactions;
  - Fees and charges (e.g. annual fees, interest charges, finance charges, cash advance fees, late c) charges, cheque processing fees and other miscellaneous fees and charges etc.);
  - d) Reversals and money transfers;
  - Income tax payments; e)
  - f) AXS or SAM transactions;
  - Payments at or to the government or government-related agencies or institutions or statutory g) boards (e.g. Immigration & Checkpoints Authority, Ministry of Manpower, Singapore Land Authority, SP Services etc.);
  - h) Payment to financial institutions (e.g. banks, securities brokerage firms, insurance companies etc.);
  - i) Payment of funds to pre-paid accounts such as the following (the list below 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):
    - 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 \* BIZCONSULTA**
- **PAYPAL \* CAPITALROYA** •
- PAYPAL \* OANDAASIAPA

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

Online payment gateway transactions (e.g. PayPal, Skrill, Bidpay etc.); j)

- k) Gambling or betting transactions; or
- I) Any transaction deemed by Maybank at its sole discretion to be of a business and/or corporate nature.
- Winner" means the Maybank Cardmember who is the winner of one of the Prizes.

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

## 2. <u>Prizes</u>

- a) There will be eighteen (18) Prizes to be given away in the Draw, comprising of:
  - Five (5) grand prizes, each being a 2018/2019 Team Signed Manchester United Jersey, to be given to five (5) different Winners;
  - Three (3) second prizes, comprising of one (1) 2019/ 2020 Manchester United Jersey worn by Mason Greenwood, one (1) 2019/ 2020 Manchester United Jersey worn by Luke Shaw or one (1) 2019/ 2020 Manchester United Jersey worn by Diego Dalot, to be given to three (3) different Winners; and
  - Ten (10) third prizes, each being a 2019/2020 Manchester United Jersey signed by Juan Mata, to be given to ten (10) different Winners.
- b) The Winner for each Prize will be randomly selected during the Draw.
- c) The Winner shall accept the Prize given to him/her "as is". Maybank is not the supplier of the Prizes (such supplier shall be referred to as the "Merchant") and makes no representation or warranty whatsoever as to the availability, quality or fitness for purpose of the Prizes or any other implied terms or conditions with respect to the Prizes and/or any related services. 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 Prizes and/or any related services. Maybank is not an agent of the Merchant supplying the Prizes and/or any related services. Any dispute about the Prizes or the quality or performance of the Prizes and/or any related services must be resolved directly between the Maybank Cardmember and the Merchant.
- d) The Prize is not transferable nor exchangeable for other prizes or cash or otherwise. Maybank may, at any time at its sole and absolute discretion, substitute the Prize with another prize of similar value without notice and liability to any person.

# 3. Eligibility

- a) All Maybank Cardmembers (which, for the avoidance of doubt, do not include cardmembers holding Maybank credit or debit cards other than the Maybank Cards) whose Accounts are open and in good standing during the Qualifying Period are eligible to participate in the Draw except for:
  - i. employees and immediate families of employees of Maybank or its advertising agencies or sponsors;
  - ii. Maybank Cardmembers whose Accounts are terminated between 7 March 2020 and 30 June 2020 (both dates inclusive) by any party or for any reason whatsoever; and
  - iii. Any other accounts that are deemed to be delinquent or unsatisfactorily conducted by Maybank at its sole and absolute discretion.

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:

- i. Holders of business cards, prepaid cards and ATM cards; and
- ii. Supplementary cardmembers. Nonetheless, Retail Transactions charged by a supplementary cardmember to a supplementary Maybank Card shall accrue to the eligible Maybank Cardmember's corresponding Maybank Card, provided that such supplementary cardmember's Retail Transactions are posted to the corresponding Maybank Cardmember's Account. Termination of a supplementary cardmember's account will not by itself disqualify the eligible Maybank Cardmember from the Draw.

- b) To be eligible for the Draw:
  - i. Maybank Cardmembers must enrol in the Draw via the TREATS SG mobile application ("App") during the Qualifying Period. Through the App Maybank Cardmembers will be issued with a Maybank Man Utd Jersey Lucky Draw 2020 e-coupon.
  - Maybank Cardmembers must make the eligible Retail Transactions within the Qualifying Period and such eligible Retail Transactions must be posted to the Account no later than five (5) working days after the end of the Qualifying Period.
- c) By participating in the Draw and/or by accepting a Prize, participants agree to abide by the terms and conditions stated herein.

## 4. Awarding of Chances

Eligible Maybank Cardmembers who have charged a minimum amount of \$\$500 on eligible Retail Transactions to their Card during the Qualifying Period ("Eligible Maybank Cardmember") will receive the Chances as set out below during the Qualifying Period:

- a) Five (5) Chances will be awarded for every S\$50 accumulated in eligible Retail Transactions during the Qualifying Period and posted to the Maybank Cardmember's Account and his/her supplementary cardmember's accounts (if any) no later than five (5) days after the Qualifying Period. For the avoidance of doubt, the Chances will be awarded to eligible Maybank Cardmember only.
- b) Ten (10) Chances will be awarded for each successful application of any Maybank Card (as defined in section 1), provided that such Maybank Cardmember charges a minimum of \$\$50 for his/her first transaction (which shall be an eligible Retail Transaction) on the Maybank Card during the Qualifying Period and such Retail Transaction must be posted to the Account no later than five (5) working days after the end of the Qualifying Period. For avoidance of doubt, to be eligible for the Draw, the Maybank Cardmember must be eligible for and comply with the requirements of the Draw in accordance with section 3 above including, but not limited to, meeting the requirement of enrolling in the Draw via the App during the Qualifying Period.
- c) Only Retail Transactions posted to the eligible Maybank Cardmember's monthly statement of Account shall constitute proof of eligible spending for purposes of the Draw. Charge slips are not sufficient proof of eligible spending. Retail Transactions must be posted to the Account no later than five (5) working days after the end of the Qualifying Period.
- d) Maybank shall not be responsible for any failure or delay in the transmission of evidence of Retail Transactions by merchant establishments, postal or telecommunication authorities or any other party which may result in a transaction made by a Maybank Cardmember or his/her supplementary cardmember(s) being omitted from the count for the purposes of the awarding of Chances.
- e) Chances accumulated to an Account are not transferable to another Account and will be cancelled and forfeited upon the suspension, cancellation and/or termination of the Account by any party for any reason whatsoever, without Maybank incurring any liability whatsoever.
- f) Chances cannot be transferred to or combined with Chances awarded to any other eligible Maybank Cardmember's Account.
- g) For the avoidance of doubt, in the event that an Account of Maybank Cardmember is closed and the Maybank Cardmember opens another new Account, Chances from the closed Account will not be transferred to the new Account.
- h) Chances awarded in respect of Retail Transactions which are subsequently cancelled or reversed for any reason whatsoever will be cancelled.
- i) Maybank reserves the right at any time to withdraw, cancel or invalidate any number of Chances awarded to any Account without notice or reason.
- j) Maybank's transaction records and its records on the total number of Chances awarded to an eligible Maybank Cardmember shall be final and conclusive. Maybank will not entertain any correspondence regarding the number of Chances awarded to any eligible Maybank Cardmember.

## 5. <u>Draw</u>

- a) The Draw will be conducted on 19 June 2020 or such other date as Maybank may determine at its sole discretion at Maybank Tower Level 1, 2 Battery Road, Singapore 049907 or such other venue as may be determined by Maybank via a manual draw.
- b) One Prize will be awarded to each Winner.
- e) Each eligible Maybank Cardmember may only win one (1) Prize for the Draw. Any subsequent drawings of the same Maybank Cardmember will be disregarded.
- c) The Winners shall be notified by ordinary post and/or contacted via telephone at his/her last known contact on record with Maybank. Except for notification to the Winners, Maybank is not obliged to enter into any correspondence with any person on any matter concerning the Draw.
- d) Results of the Draw will be announced on Maybank's website at <u>www.maybank2u.com.sg</u> within seven (7) working days after the date of the Draw.
- e) Maybank reserves the right to claim the full cost or value of a Prize from a Winner in the event that:
  - i. any eligible Retail Transaction for which the Winner was awarded any Chance is cancelled or reversed by any party for any reason after the Draw;
  - such Winner's Account is closed/terminated for whatever reason (whether by the Maybank Cardmember, Maybank or otherwise) within six (6) months from the date such Winner receives the Prize; or
  - iii. it is determined by Maybank in its sole and absolute discretion that such Winner has breached any of the terms and conditions stated herein.
  - iv. In any of the above events, the Winner authorises Maybank to debit his/her Account for the full cost or value of the Prize prior to the closure or termination of his/her Account or deduct such cost or value from any other account the Winner holds with Maybank.
- f) Prizes must be claimed from Maybank in Singapore, in accordance with such procedure as may be prescribed by Maybank, within thirty (30) working days after the date of the Draw. Any unclaimed Prize will be forfeited. Any Winner whose Prize has been forfeited shall not be entitled to any payment or compensation notwithstanding that the Winner may not have received any notification of being a Winner or of the deadline for claiming the Prize.
- g) 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 and/or use of the Prize, lost, late, misdirected, damaged, incomplete, illegible or postage-due mail, or transactions that are processed late, incorrectly or lost due to computer or other electronic breakdown or malfunction or any other reason.
- h) 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.
- i) Maybank reserves the right to transfer the Prize to the next selected reserve winner in the event that Maybank is unable to contact a Winner within three (3) days from the date of the Draw or if the Cardmember is unable to claim the Prize in accordance with such procedure as may be prescribed by Maybank within the prescribed deadline.

## 6. <u>General</u>

- a) Maybank Cardmembers hereby authorise Maybank to disclose and publish their names and other particulars publicly in the event that he/she wins a Prize, in accordance with applicable laws.
- b) The Winner consents to attend any prize presentation ceremony or event and/or participate in Maybank's publicity programmes relating to the Draw, if any. Any and all expenses and/or costs incurred for such attendance shall be borne by the Winner. Maybank reserves the right to use the name, address, photographs, information, particulars and/or documents of the Winners in any advertisement or other forms of publicity from time to time, and the Winners consent to the same.
- c) 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.

- d) Maybank reserves the right in its sole and absolute discretion to vary, delete or add to any of these terms and conditions from time to time or terminate the Draw at any time without notice or liability to any person.
- e) 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 or in connection with (i) the Draw; (ii) the Prize; (iii) any breakdown or malfunction in any computer system or equipment or any access and/or use or failure or inability to access and/or use the App (including any downtime, crash, breakdown or malfunction of or defects or glitches in the App) or any inability to download the App, howsoever arising, including without limitation, from any late or nonnotification, any error in computing, technical hardware or software breakdown, malfunctions or defects, failed, delayed or incorrect transactions, or lost or unavailable network connections, or any notice that is lost or misdirected which may affect a Maybank Cardmember's eligibility to participate in the Draw and/or to receive/use/grab the e-Coupon.
- f) 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 Winner of the Draw) shall be final, conclusive and binding on all participants.
- g) Maybank may at any time waive either unconditionally or on such terms and conditions as the Maybank deems fit at its sole 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.
- h) In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Draw, these terms and conditions shall prevail. All images of the Prize on any collateral shall be for illustration purposes only.
- i) 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.
- j) The prevailing terms and conditions governing the Maybank Card shall apply.

Maybank Singapore Limited (UEN: 201804195C)