Maybank 2024 Bid with TREATS Points Programme ("Bid with TREATS Points Programme") General Terms and Conditions

- 1. This Bid with TREATS Points Programme is valid from 1 January 2024 to 31 December 2024, unless otherwise stated by Maybank Singapore Limited ("Maybank"), and is only open to principal Cardmembers who hold a Singapore-issued Maybank Credit or Debit Card ("Card") whose Card accounts have not been terminated and are in good standing as determined by Maybank ("Cardmembers").
- 2. To participate in this Bid with TREATS Points Programme, a Cardmember can log in to the TREATS SG Mobile App ("TREATS Mobile App") and bid for items via the item's individual listing using TREATS Points under the Bid Page.
- 3. The items which Cardmembers can bid for ("Item" or "Items") as well as details such as product specifications, package contents, validity, and any other information (if any) will be set out on the Item's listing ("Item Listing") under the Bid Page. The Item Listing will also set out the quantity of Item(s) available, the bidding period for the Item(s) ("Bidding Period"), the minimum bid ("Minimum Bid"), the minimum bid increment amount ("Minimum Bid Increment Amount"), the transaction fee for placing a Bid on the Item and the "Buy Now" amount. Cardmembers are responsible for reading the Item Listing before making a Bid or accepting the "Buy Now" offer.
- 4. Please note that even if the quantity of Items reflected under the Item Listing is more than one (1) at the point of closing of the Bidding Period, only one (1) Item under an Item Listing will be awarded to the Cardmember with the Current Winning Bid (as defined below) at the time of closing of the Bidding Period.
- 5. During the Bidding Period, a Cardmember may use his/her TREATS Points to, via the Item Listing:
 - a. place bid(s) ("Bid") on an Item; or
 - b. accept the "Buy Now" offer to immediately purchase the Item for the number of TREATS Points indicated as the "Buy Now" amount .
- 6. Upon a Cardmember accepting the "Buy Now" offer via the Item Listing, one (1) Item will be immediately awarded to said Cardmember ("Buyer") and the TREATS Points corresponding to the "Buy Now" amount will be immediately deducted from the Buyer's Card account. The Item Listing will be updated accordingly to reflect the reduced quantity of Item(s) available. If there is only one (1) Item available under the Item Listing and a Cardmember has accepted the "Buy Now" offer via the Item Listing, there will be no more Items available under the Item Listing so all Cardmembers who have submitted Bids for the Item via the Item Listing will not be awarded Items and the Bidding Period will end immediately.
- 7. Bids may not be placed outside of the Bidding Period. For avoidance of doubt, the time when a Bid is placed is determined by the time when Maybank receives the Bid from the Cardmember and such determination by Maybank is final. Similarly, the "Buy Now" offer cannot be accepted by Cardmembers outside of the Bidding Period. For avoidance of doubt, the time when a "Buy Now" offer is accepted is the time when Maybank receives the acceptance of the "Buy Now" offer from the Cardmember and such determination by Maybank is final.
- 8. A Cardmember can only place a Bid for an Item by submitting a Bid via the Item Listing which is higher than both the Current Winning Bid (as defined below) and the Minimum Bid by at least the Minimum

- Bid Increment Amount. If no Minimum Bid Increment Amount is specified in the Item Listing, then the Minimum Bid Increment Amount is deemed to be ten (10) TREATS Points. Cardmembers may only bid a whole (and not fractional) number of TREATS Points.
- 9. A Cardmember can have a maximum of one (1) Bid for an Item via the Item Listing at any point in time. If a Cardmember has already successfully placed a Bid for an Item via the Item Listing, the Cardmember may only <u>replace</u> such Bid by placing a higher Bid (which also meets the requirements in Clause 8 above) for the Item via the Item Listing.
- 10. The transaction fee for placing a Bid will be deducted from the Cardmember's Card account upon the successful placing of each Bid. The transaction fee for placing a Bid will be stated in the Item Listing. For avoidance of doubt, the transaction fee for placing a Bid will not be refunded for any reason (including but not limited to if the Cardmember is not awarded an Item or if the Bidding Period ends prematurely due to the number of Buyers accepting the "Buy Now" offer under the Item Listing).
- 11. If a Cardmember has successfully placed a Bid on an Item via the Item Listing, there will be a pop up screen informing the Cardmember that his/her Bid has been successfully placed.
- 12. The highest Bid for an Item via the Item Listing at a given point in time during the Bidding Period is the current winning Bid ("Current Winning Bid"). The Current Winning Bid amount will be displayed on the Item Listing. All Cardmembers will be able to see the Current Winning Bid amount for the Item on that Item Listing.
- 13. If the Cardmember has the Current Winning Bid(s) for any Item(s), Maybank will hold the number of TREATS Points that the Cardmember has bid in his/her Current Winning Bid(s). If the Cardmember no longer holds the Current Winning Bid(s), then Maybank will correspondingly release the hold on his/her TREATS Points bid in the then-Current Winning Bid(s). The total number of TREATS Points that Maybank is holding due to his/her Current Winning Bid(s) ("Holding TREATS Points") will not be available for the Cardmember to use for any purpose. The number of Holding TREATS Points will be displayed on the TREATS Mobile App homepage.
- 14. If a Cardmember's then-Current Winning Bid has been outbid, that Cardmember will receive a push notification via the TREATS Mobile App that he/she has been outbid. The Cardmember may check the status of his/her Bid(s) by going to My Profile > My Account Track Your TREATS Points Balance > Bid with Points Transaction.
- 15. Cardmembers agree that a Bid is a binding agreement between a Cardmember and Maybank for the Cardmember to purchase the Item on that Item Listing for the number of TREATS Points bidded by the Cardmember if the Cardmember has the Current Winning Bid at the time of closing of the Bidding Period. Once a Bid has been submitted, it may not be changed or edited. All Bids are non-transferable.
- 16. The Item will be awarded to the Cardmember who has the Current Winning Bid on the Item Listing at the time of closing of the Bidding Period ("Winner"). Maybank will deduct the number of TREATS Points bidded by the Winner on the Item via the Item Listing in his/her Current Winning Bid from the Winner's Card account within seven (7) days of the close of the Bidding Period.
- 17. Maybank will inform Winners of his/her Win and Buyers of his/her successful purchase through a push notification via the TREATS Mobile App.
- 18. Maybank will issue an eCoupon ("Redemption eCoupon") for the redemption of the Item via the TREATS Mobile App or send a redemption letter ("Redemption Letter") to the Cardmember's latest billing address on Maybank's record within fourteen (14) days of the close of the Bidding Period in the

- case of Winners and within fourteen (14) days of the acceptance of the "Buy Now" offer in the case of Buyers.
- 19. Except for notifications to the Winners and Buyers as set out in Clause 18 above, Maybank is not obliged to enter into any correspondence with any Cardmember concerning this Bid with TREATS Points Programme.
- 20. Any redemption of Items must be in accordance with these terms and conditions, the Redemption eCoupon or the Redemption Letter and the terms and conditions of the merchant.
- 21. Redemption eCoupons and Redemption Letters will cease to be valid after the date of expiry as indicated on the Redemption eCoupon or the Redemption Letter. There shall be no extension of the expiry date. In particular, Maybank will not accede to requests to revalidate or extend the expiry date of Redemption eCoupons or the Redemption Letters by Cardmembers whose Card Account has been closed or terminated by the Cardmember or Maybank, or whose Card Account has been suspended, blacklisted or tagged as deceased by Maybank.
- 22. Winners and Buyers shall accept the Items "as is". Maybank is not the supplier of the Items or any related goods and services (the supplier of the Items 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 the Items 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 the Items or goods and services. Maybank is not an agent of the merchant. Any dispute over the Item and any goods and service(s) should be resolved directly between the Winner or the Buyer and the merchant.
- 23. Items cannot be returned, refunded for TREATS Points or cash, or exchanged for credit, cash or other items or goods and services under any circumstance whatsoever. Without prejudice to the aforesaid, if Maybank in its sole discretion agrees to allow any of the foregoing, Maybank shall be entitled to charge the Cardmember such fee as Maybank deems fit.

24. Cardmembers shall not:

- a. breach any laws or cause Maybank to be in breach of any laws by placing a Bid on an Item via the Item's individual listing;
- b. interfere with the functioning of the TREATS Mobile App such as by imposing an unreasonable or disproportionately large load on the TREATS Mobile App;
- c. tamper with the bidding process under the Bid with TREATS Points Programme, the operation of the Bid with TREATS Points Programme;
- d. circumvent any technical measures used to provide the Bid with TREATS Points Programme;
- e. use any bot or any other automated means to access the TREATS Mobile App for any purpose; or
- f. manipulate the price (in TREATS Points) of any Item.
- 25. In the event the Redemption eCoupon or Redemption Letter is lost, misused, stolen or misplaced, the Winner or Buyer shall not be entitled to a replacement redemption eCoupon or letter unless otherwise agreed by Maybank at its sole discretion. Where Maybank decides to issue a replacement redemption eCoupon or letter, Maybank reserves the right to charge the full cost or retail value of the Item to the Winner's or Buyer's Card account or deduct it from any account the Winner or Buyer holds

- with Maybank if the original Redemption eCoupon or Redemption Letter is utilised to redeem the Item for any reason whatsoever and howsoever.
- 26. Maybank reserves the right to charge the full cost or retail value of the Item to the Winner's or Buyer's Card account or deduct it from any account the Winner or Buyer holds with Maybank if it is determined by Maybank that (i) the Cardmember is not entitled to all or part of the TREATS Points used to Bid for the Item; (ii) the Cardmember is not entitled to the Item for any reason whatsoever; or (iii) the Cardmember has breached one or more of the terms and conditions of the applicable Card, this Bid with TREATS Points Programme and/or the Maybank 2023 Year-long TREATS Points Rewards Programme General Terms and Conditions.
- 27. Maybank reserves the right to modify an Item's individual listing and/or replace, exchange, vary or substitute an Item at its sole and absolute discretion without prior notice or liability to any person.
- 28. Maybank has the sole discretion to exclude any person from participating in this Bid with TREATS Points Programme and Maybank's decision on all matters relating to this Bid with TREATS Points Programme (including the awarding of the Items) shall be final, conclusive and binding on all Cardmembers.
- 29. 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 Cardmember and/or any other person by reason of, arising from or in connection with this Bid with TREATS Points Programme, any Items being incorrectly awarded, use of the Redemption eCoupon, Redemption Letter or Items and/or redemption of or consumption of any services, products or facilities of any merchants or retailers, any Redemption eCoupon 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.
- 30. 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 Bid with TREATS Points Programme at any time without notice or liability to any person.
- 31. Additional terms and conditions stated in the Redemption eCoupon or Redemption Letter issued by Maybank for the redemption of the Item(s) shall also apply together with the terms and conditions of the merchant.
- 32. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to this Bid with TREATS Points Programme, these terms and conditions shall prevail. All images of Items on any collateral shall be for illustrative purposes only.
- 33. All prevailing and relevant Card terms and conditions and/or agreement, together with the Maybank 2023 Year-long TREATS Points Rewards Programme General Terms and Conditions and the Maybank TREATS Mobile App Terms and Conditions, shall apply. For full details, please visit http://www.maybank2u.com.sg.