

Terms and Conditions for Maybank eVibes Activation Gift ("Promotion")

- 1. Under this Promotion, the first 7,000 Qualifying Applicants ("Successful Applicants") will be rewarded with an Activation Gift, and the subsequent Qualifying Applicants ("Subsequent Qualifying Applicants") will be rewarded with \$\$50 cash credit ("Credit Gift") which will be credited to their activated Eligible Card account.
- 2. Only new Maybank eVibes Card applicants ("Applicants") who do not hold any Maybank Credit Card(s) and/or have not cancelled their existing Maybank Credit Card(s) within nine (9) months prior to the start of the Promotion, in accordance with the terms and conditions stated herein.
- 3. For the purpose of the Promotion, an "Eligible Card" shall mean Maybank eVibes Card.
- 4. To be eligible to receive the American Tourister luggage worth \$\$230 ("Activation Gift"), Applicants must:
 - a. apply for a new Eligible Card as the principal cardholder within the Promotion Period, i.e. the application must be approved by Maybank within the Promotion Period; and
 - b. after the applications have been approved, spend a minimum aggregate amount of S\$150 on Eligible Transactions (as defined below) for the first two consecutive months ("Minimum Spend") on the Eligible Card.

(For the purpose of determining whether the Minimum Spend has been met for the first two consecutive months upon approval, Maybank will use the date on which the Eligible Transaction is posted to the Applicant's Eligible Card account.)

Eligible Applicants who fulfill the above requirements shall be referred to as "Qualifying Applicants".

- 5. For the avoidance of doubt,
 - i. In order to determine whether the Minimum Spend on Eligible Transaction under paragraph 4(b) has been met for the first two consecutive months upon approval, Maybank will use the date on which the Eligible Transaction is posted to the Applicant's Eligible Card account, provided that the Applicant's Eligible Card application has been approved and the Applicant has charged at least one Eligible Transaction to the Eligible Card each month for the first two consecutive months upon approval of the Eligible Card.
- 6. Maybank reserves the right to replace, exchange, vary or substitute any or all Activation Gifts and/or Credit Gifts at its sole discretion without providing prior notice or reason and without liability to any person.
- 7. Charge slips shall not be sufficient proof of eligible spending or the dates of posting of Eligible Transactions. Only Eligible Transactions reflected in the monthly statement of account of the Eligible Card shall constitute sufficient proof of an Eligible Transaction on the Eligible Card and the date of posting of the Eligible Transaction.
- 8. For the purpose of the Promotion, an "Eligible Transaction" means an approved retail transaction made by the

Applicant locally or overseas using an Eligible Card, and shall include posted 0% instalment plan monthly payments but exclude the full amount charged under such 0% instalment plan. The following transactions are expressly excluded and shall not be treated as Eligible Transactions: (i) Cash advances, (ii) FlexiPay, (iii) FlexiCash, (iv) Fund Transfer, (v) 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 imposed by Maybank) and (vi) Any transaction deemed by Maybank at its sole discretion to be of a business and/or corporate nature. Any determination by Maybank as to whether a transaction constitutes an Eligible Transaction shall be binding and conclusive and shall not be challenged for any reason whatsoever.

- 9. Each Successful Applicant is entitled to one Activation Gift and each Subsequent Qualifying Applicant is entitled to one Credit Gift.
- 10. A Successful Applicant may receive either a redemption letter sent to the Successful Applicant at his/her last known address on record with Maybank, or an e-Coupon through the Maybank TREATS SG application with a push notification sent to his/her mobile phone to notify him/her that the e-Coupon has been saved to their coupon wallet in the Maybank TREATS SG application, after the Successful Applicant has met the Minimum Spend requirement. In the event an e-Coupon is sent to a Successful Applicant who has not yet installed or registered to use the Maybank TREATS SG application, an SMS will be sent to such Successful Applicant's registered mobile phone number on record with Maybank to prompt such Successful Applicant to download and login to the Maybank TREATS SG Application to access the e-Coupon to redeem the Activation Gift.
- 11. Successful Applicants need to refer to redemption letter or e-Coupon for details on the redemption of the Activation Gifts.
- 12. No reservation of colour is allowed for the Activation Gift. The Activation Gift may come in different colours and will be subject to availability, on a first-come-first-served basis.
- 13. Activation Gifts must be claimed from the merchant within one month from the date of the redemption letter or e-Coupon. Any unclaimed Activation Gift will be forfeited. Any Successful Applicant whose Activation Gift has been forfeited shall not be entitled to any payment or compensation notwithstanding that the Successful Applicant may not have received the redemption letter or a push notification or SMS for any reason whatsoever. The redemption of the Activation Gifts is subject to such other terms and conditions as may be imposed by the merchant(s) supplying the Activation Gifts.
- 14. In the event the redemption letter or e-Coupon is lost, misplaced, misused, defaced, damaged or stolen, the Successful Applicant's entitlement to a replacement redemption letter or e-Coupon is subject to the sole discretion and final determination of Maybank. Where Maybank decides to issue a replacement redemption letter or e-Coupon, Maybank reserves the right to deduct the value of the Activation Gift from any of the Successful Applicant's Eligible Card account, CreditAble account or any Maybank account held by such Successful Applicant if the original redemption letter or e-Coupon is used to redeem an additional Activation Gift.
- 15. Maybank reserves the right to claim the full value of the Activation Gift from a Successful Applicant or the value of the Credit Gift from an Subsequent Qualifying Applicant (as the case may be) in the following events:

 (a) any of such Applicant's Eligible Card account is closed/terminated for whatever reason (whether by the

Applicant, Maybank or otherwise) within nine months from the opening date of the Eligible Card account; (b) any transaction counted by Maybank towards the Minimum Spend is (in full or in part) cancelled or reversed by any party for any reason; (c) any transaction counted by Maybank towards the Minimum Spend is found to be used for other Maybank promotions or turns out or found to be ineligible to be counted towards the Minimum Spend; or (d) it is determined by Maybank that the Applicant has breached any of the terms and conditions relating to the Promotion, the Eligible Card account. In such cases, the Applicant authorises Maybank to debit the full value of the Activation Gift or Credit Gift (as applicable) from any of the Applicant's Eligible Card account or deduct such amount from any account the Applicant holds with Maybank.

- 16. Activation Gifts are not exchangeable or refundable for cash, credit or in kind.
- 17. Images of the Activation Gift in collaterals are solely for illustrative purposes only.
- 18. Successful Applicants shall accept the Activation Gifts "as is". Maybank is not the supplier of the Activation Gifts or any related services and makes no representation or warranty whatsoever as to the availability, quality, merchantability and/or the fitness of purpose of the Activation Gifts or related services and assumes no liability or responsibility for the acts or defaults of the merchant or for any non-delivery, nonperformance or defects in the Activation Gifts. Maybank is not an agent of the merchant. Any dispute over the Activation Gifts, product quality and/or services by a merchant should be resolved directly with the merchant.
- 19. The Promotion is not valid in conjunction with other Maybank offers, promotions, in-house offers, programmes and vouchers, unless otherwise stated by Maybank.
- 20. Maybank, its related corporations, employees and/or independent contractors shall not be liable for any loss, injury, liability, expense or damage whatsoever or howsoever incurred or sustained by any Applicant and/or any other person by reason of, arising from or in connection with the Promotion, the Activation Gift or the Credit Gift.
- 21. Maybank reserves the right to vary, delete or add to any of these terms and conditions from time to time or to withdraw, suspend or terminate the Promotion at any time without notice or liability to any person.
- 22. Maybank's decision on all matters relating to the Promotion shall be final, binding and conclusive on all Applicants.
- 23. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail.
- 24. Terms and conditions governing Maybank Credit Cards and the terms and conditions of the merchant(s) supplying the Activation Gifts shall also apply.