



## MAYBANK MANCHESTER UNITED ANNUAL LUCKY DRAW 2021 TERMS AND CONDITIONS (“PROMOTION”)

### 1. Definitions

- “**Account**” means a personal Singapore issued Maybank Card account maintained by the Maybank Cardmember which has not been terminated and in the sole discretion of Maybank is in good standing.
- “**Maybank Card**” means either a Maybank Manchester United Platinum Visa Credit Card and/or Maybank Manchester United Platinum Visa Debit Card.
- “**Chance**” means one (1) opportunity to win a Draw.
- “**Draw**” means lucky draw as described in Clause 5 herein to be conducted by Maybank in accordance with these terms and conditions.
- “**Maybank**” means Maybank Singapore Limited.
- “**Maybank Cardmember**” means a person who is a principal Cardmember to whom Maybank has issued a Maybank Card.
- “**Prize**” means one of the prizes described in Clause 2 under the section entitled ‘Prizes’.
- “**Qualifying Period**” means the period from 30 January 2021 to 31 May 2021 (both dates inclusive).
- “**Retail Transaction**” means an approved retail payment made by the Maybank Cardmember using his/her Maybank Card. Retail Transactions will not include the following transactions charged to the Maybank Card (such list is not exhaustive):
  - a) NETS transactions
  - b) FlexiPay, FlexiCash, Fund Transfer and Cash Advance transactions
  - c) 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.)
  - d) Reversals and Money transfers
  - e) Income Tax Payments
  - f) AXS and SAM transactions
  - g) Payment to insurance
  - h) 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)
  - i) Payments at government agencies (e.g. the Immigration & Checkpoints Authority, Ministry of Manpower, Singapore Land Authority, SP Services etc.)
  - j) Payment to financial institutions (e.g. banks, securities brokerage firms, insurance companies etc.)
  - k) 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\*
    - FlashPay ATU\*
    - MB
    - MONEYBOOKERS.CO
    - M
    - NETS VCASHCARD\*
    - Pepperstone Group Ltd
    - Saxo Cap Mkts Pte Ltd
    - SKR\*SKRILL.COM
    - SKR\*xglobalmarkets.com\*
    - SKYFX.COM\*
    - TL-ABT\*

- EZ-Link EZ-Reload (ATU)
- EZLINK\*
- EzLink\*
- OANDA ASIA PAC\*
- OANDAASIAPA
- PAYPAL \*
- BIZCONSULTA
- PAYPAL \*
- CAPITALROYA
- PAYPAL \*
- OANDAASIAPA
- TRANSIT LINK\*
- [WWW.IGMARKETS.COM](http://WWW.IGMARKETS.COM)

- l) Online payment gateway transactions (e.g. PayPal, Skrill, Bidpay etc.)
- m) Gambling transactions
- n) Any transaction deemed to be of a business and/or corporate nature.

- **“Winner”** means the Maybank Cardmember who is the winner of a Prize.

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

## 2. Prizes for the Draw

- a) There will be thirty-five (35) Prizes to be given away in this Draw.
  - i. Grand Prize: 2020/2021 Team Signed Manchester United Jersey (3 winners)
  - ii. Second Prize: Legend Signed Manchester United Jersey (1 winner)
  - iii. Third Prize: Bespoke Manchester United Rewards item (1 winner)
  - iv. Fourth Prize: 2020/2021 Player Signed Manchester United Jersey (10 winners)
  - v. Consolation Prize: Player Signed Manchester United Pennant (20 winners)
- b) The Winner for each Prize will be randomly selected.
- c) Each Eligible Maybank Cardmember (as defined below) may only win one (1) Prize under this Promotion. Any subsequent drawing(s) of a Winner will be disregarded.
- d) The Winners shall accept the Prize(s) “as is”. Maybank is not the supplier of the Prizes and makes no representation or warranty whatsoever as to the availability, quality or fitness for purpose of the Prize(s) or any other implied terms or conditions with respect to the Prize(s) and/or any related service(s). Maybank assumes no responsibility or liability for the acts or defaults of the merchant(s), or for any delay, postponement, non-delivery, non-performance or defects in the Prize(s) and/or any related service(s). Maybank is not an agent of the merchant(s) supplying the Prize(s) and/or any related service(s). Any dispute about the Prize(s) or the quality or performance of the Prize(s) and/or any related service(s) must be resolved directly with the respective merchant(s).

## 3. Eligibility

- a) All Maybank Cardmembers whose Accounts are open and in good standing during the Qualifying Period are eligible to participate in the Draw except for:
  - i. Holders of Other Maybank Credit and Debit Card(s) other than Maybank Manchester United Platinum Visa Credit or Debit Cards, Business Cards, Prepaid Cards and ATM Cards;
  - ii. Supplementary cardmembers of Maybank Cardmembers. For avoidance of doubt, the benefit of all charges incurred by such supplementary cardmembers in respect of the Draw shall accrue to the eligible Maybank Cardmember. Termination of such a supplementary cardmember’s account will not by itself disqualify the eligible Maybank Cardmember from the Draw;
  - iii. Maybank employees (and their immediate families) and employees of its advertising agencies or sponsors;
  - iv. Maybank Cardmembers whose Accounts are terminated within the Qualifying Period;
  - v. Any other accounts that are deemed to be delinquent or unsatisfactorily conducted by Maybank at its sole and absolute discretion.
- b) Maybank Cardmembers may participate in the Promotion by registering for the Promotion via the mobile application Maybank TREATS SG App (“TREATS App”) during the Qualifying Period, by saving the e-Coupon for this Promotion on the TREATS App. Maybank Cardmembers who successfully register for this

Promotion on the Maybank App will have the e-Coupon for this Promotion in their TREATS App wallet ("Registered Cardmembers").

- c) Maybank Cardmembers who do not register for this Promotion will not be eligible to participate.
- d) By participating in the Promotion and Draw and/or by accepting a Prize, participants agree to abide by the terms and conditions stated herein.

#### 4. **Awarding of Chances for the Draw**

- a) To be eligible to receive Chances to participate in the Draw, the Registered Cardmembers are required to charge a minimum amount of S\$500 to their Account during the Qualifying Period ("Eligible Maybank Cardmember") in the manner described herein.
- b) During the Qualifying Period, each Eligible Maybank Cardmember will receive the Chances in the manner described below:
  - i. **Five (5) Chances** will be awarded to an Eligible Maybank Cardmember for every S\$50 accumulated in eligible Retail Transactions posted to the Eligible Maybank Cardmember's Account and his/her supplementary cardmember's account (if any) during the Qualifying Period.
  - ii. **Ten (10) Chances** will be awarded to an Eligible Maybank Cardmember who successfully applies for any Maybank Manchester United Platinum Visa Credit Card or Maybank Manchester United Platinum Visa Debit Card (i.e. which is approved and issued to the Maybank Cardmember during the Qualifying Period) and makes a minimum of S\$50 for the first Retail Transaction on the Maybank Card during the Qualifying Period. For avoidance of doubt, the new Maybank Cardmember must still fulfill all eligibility requirements including, but not limited to, registering for the Promotion.
- c) The Chances will be awarded to the Eligible Maybank Cardmember only. Chances cannot be transferred to or combined with Chances awarded to any other Eligible Maybank Cardmember's Account.
- d) 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. Retail Transactions must be posted to the Account five (5) working days after the Qualifying Period at the latest.
- e) 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 charge incurred by the Eligible Maybank Cardmember and/or his/her supplementary cardmember(s) as being omitted from the allocation of Draw chances during the Qualifying Period.
- f) Chances accumulated are not transferable and will be cancelled by Maybank, without incurring any liability, upon the suspension, cancellation and/or termination of any Account.
- g) In the event that an Account is closed and a new Account is opened by the same Maybank Cardmember, Chances from the closed Account will not be transferred to the new Account.
- h) For Retail Transactions for which Chances are awarded and are subsequently cancelled or reversed, Chances awarded will be automatically deducted.
- i) Maybank reserves the right at any time to withdraw, cancel or invalidate the number of Chances awarded to any Account without notice or reason.
- j) Maybank's transaction records and the total number of Chances allocated to an Eligible Maybank Cardmember shall be final and conclusive. No correspondence will be entertained.

#### 5. **The Draw**

- a) The Draw will be conducted on 23 June 2021 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) The Prizes will only be awarded to the Winners.
- 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 will be announced on Maybank's website at [www.maybank2u.com.sg](http://www.maybank2u.com.sg) within seven (7) working days after the Draw date.

- e) Maybank reserves the right to claim the full cost of a Prize from any of the Winners in the event that:
  - i. an eligible card Retail Transaction is cancelled or reversed after the Prize has been awarded to such Winner;
  - ii. 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. In such cases, the Winner authorises Maybank to debit his/her Account for the full cost of the Prize prior to the closure or termination of his/her Account or deduct it from any other account the Winner holds with Maybank; or
  - iii. it is determined by Maybank in its sole and absolute discretion that such Winner has breached one of the terms stated herein.

In such cases, the Winner authorises Maybank to debit his/her Account for the full cost of the Prize or deduct it from any other account the Winner holds with Maybank.

- f) Prizes must be claimed in Singapore within thirty (30) working days after the Draw date. Any unclaimed Prize will be forfeited. Any Winner whose Prize has been forfeited shall not be entitled to any payment or compensation notwithstanding non-receipt of notification.
- 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 Promotion and/or 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) The Prize is not transferable nor exchangeable for other prizes, or otherwise. Maybank may, at any time without notice in its sole and absolute discretion, substitute the Prize with another prize of similar value without notice and liability to any person. After a Prize has been claimed, Maybank will not replace the Prize with another item/prize in the event of no-show by the Winner.
- i) 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.
- j) 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 relevant Draw date or if the Cardmember is unable to fulfil the obligations required of him/her.
- k) Failure to be granted the required travel visa for any reason whatsoever will result in the Winner's disqualification. Maybank does not guarantee the approval of the Winners' travel visa applications and Maybank shall not be responsible or liable if a Winner's travel visa application is refused or rejected for any reason whatsoever. In this situation, awarding of a reserve winner is at Maybank's absolute discretion.
- l) 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 this Promotion, the Draw and/or redemption 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.

## 6. **General**

- a) Maybank Cardmembers hereby authorise Maybank to disclose and publish their names and other particulars in accordance with applicable law, in the event that he/she wins a Prize.
- b) If applicable, the Winner consents to attend a Prize presentation and/or participate in publicity programmes. All expenses and/or costs incurred for such attendance shall be borne by the Winner and Maybank reserves the right to use the name, address, photographs, information, particulars and/or documents of the Winner in any advertisement or other forms of publicity from time to time.
- 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 this Promotion, the Draw or the use of the Prize.
- f) Maybank, its related corporations, employees and/or independent contractors shall not be liable and shall not assume any responsibility for or arising from or in connection with 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 TREATS App (including any downtime, crash, breakdown or malfunction of or defects or glitches in the TREATS App) or any inability to download the TREATS App, howsoever arising, including without limitation, from any late or non-notification, 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 Promotion and/or to receive/use/grab the e-Coupon.
- g) 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 and binding on all participants.
- h) Maybank may at any time waive either unconditionally or on such terms and conditions as the 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.
- i) 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. All images of the Prize on any collateral shall be for illustration purposes only.
- j) 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.
- k) 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.
- l) The prevailing terms and conditions, including the Maybank Credit Card and Debit Card Agreement and the Maybank TREATS Mobile App Terms and Conditions, shall apply.

Maybank Singapore Limited (UEN: 201804195C)