

## TERMS & CONDITIONS FOR YEAR-END CAMPAIGN 2022 ("PROMOTION")

## 1. Definitions

"Account" refers to a personal Singapore issued 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" refers to one (1) chance to win a Draw.

"Daily Prize" refers to 20,000 KrisFlyer miles.

"Daily Prize Winner" means a Maybank Cardmember who is a winner of the Daily Prize.

"Daily Prize Draw" refers to the lucky draws conducted by Maybank to determine the Daily Prize Winners in accordance with these terms and conditions.

"Draw" refers to the Daily Prize Draw or the Grand Prize Draw.

"Grand Prize" refers to a Polestar 2 Standard Range Single Motor Variant EV, inclusive of Certificate of Entitlement ("COE") capped at S\$120,000, such COE to be bidded for by the Merchant in the latest bidding exercise closest to the end date of the Qualifying Period or such other time as the Merchant may determine in its sole discretion. All registration processes will be conducted by the Merchant.

For the avoidance of doubt, in the event the COE price is higher than S\$120,000, the Grand Prize Winner is liable to pay the excess amount above S\$120,000 and in the event the COE price is lower than S\$120,000, the Grand Prize Winner is not entitled to receive the difference between the COE price and S\$120,000. The Grand Prize excludes all other items, such as (without limitation) additional registration fee, servicing, motor vehicle insurance, road tax, in-vehicle unit and installation, number plate, registration fee, miscellaneous costs and/or taxes involved in the registration or transfer of ownership of motor vehicles in Singapore and any other fees and charges, all of which shall be borne by the Grand Prize Winner.

"Grand Prize Draw" refers to the lucky draw to be conducted by Maybank to determine the Grand Prize Winner in accordance with these terms and conditions.

"Grand Prize Winner" means a Maybank Cardmember who is a winner of the Grand Prize.

"Maybank" refers to Maybank Singapore Limited.

"Maybank Card" refers to a personal Singapore issued Maybank Credit or Debit Card.



"Maybank Cardmember" refers to a person to whom Maybank has issued a Maybank Card and who shall be a principal cardmember.

"Prize" refers to the Daily Prize or the Grand Prize.

"Qualifying Period" refers to the period from 7 November 2022 to 31 March 2023 (both dates inclusive).

"Retail Transaction" means an approved signature-based retail payment made by the Maybank Cardmember using his/her Maybank Card. PIN-based NETS transactions on a Maybank Debit Card will not be taken into account. "Retail Transaction" shall exclude the following transactions (which therefore will not be taken into consideration for the purpose of the Draw):

- 0% Instalment Plan transactions;
- FlexiPay, FlexiCash, Fund Transfer and Cash Advance transactions;
- fees and charges payable to Maybank (e.g. annual fees, interest charges, finance charges, cash advance fees, late charges, cheque processing fees and other miscellaneous fees and charges etc.);
- bill payments (recurring or otherwise);
- payments to educational institutions (e.g. schools, tuition centres etc.);
- income tax payments;
- payments at or to government or government-related agencies or institutions or statutory boards (e.g. 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.);
- payment of funds to pre-paid accounts (e.g. Shopee Pay, Lazada Wallet, EZ-Link transactions, Transit Link transactions etc.);
- payment to all Grab platforms (eg. Grab rides, Grab Pay etc);
- online payment gateway transactions (e.g. PayPal, Skrill and Bidpay etc.);
- gambling or betting transactions;
- AXS or SAM transactions;
- any donations;
- transactions that may entitle a Maybank Cardmember to receive rebates of 5% or more offered by Maybank under other promotions on the Maybank Card (regardless of whether or not the Maybank Cardmember receives the full rebate) and/or ten (10) times or more TREATS Points on the amount charged;
- any transaction deemed by Maybank at its sole discretion to be of a business and/or corporate/commercial nature;
- any other transaction(s) which Maybank may reasonably determine to be unsuitable to, or should not, constitute a Retail Transaction; and
- Transactions classified under the following Merchant Category Codes ("MCC"): (i)
  Financial Institutions Merchandise, Services and Debt Repayment (MCC 6012); (ii) 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); (iii) Non-Financial Institutions – Stored Value Card Purchase / Load (MCC 6540); and (iv) Money Transfer (MCC 4829).

**"Spend Requirement"** refers to the minimum spend of S\$300 during the Time Period(s) corresponding to the respective Draws. To illustrate,

- to qualify for the Daily Prize Draw 1, the Maybank Cardmember will have to spend at least \$\$300 from 7 November 2022 to 30 November 2022;
- to qualify for the Daily Prize Draw 2, the Maybank Cardmember will have to spend at least S\$300 from 1 December 2022 to 31 December 2022; and
- to qualify for the Grand Prize Draw, an existing Maybank Cardmember will have to spend at least \$\$300 during all of the following periods: (i) 7 November 2022 to 30 November 2022, (ii) 1 December 2022 to 31 December 2022, (iii) 1 January 2023 to 31 January 2023, (iv) 1 February 2023 to 28 February 2023 and (v) 1 March 2023 to 31 March 2023;
- to qualify for the Grand Prize Draw, a new Maybank Cardmember will have to spend at least \$\$300 during all the Time Periods starting from and including the date of approval and activation of his/her Maybank Card. For example, if the new Maybank Card is approved and activated on 10 December 2023, the new Maybank Cardmember will have to spend \$\$300 during all of the following periods: (i) 1 December 2022 to 31 December 2022; (ii) 1 January 2023 to 31 January 2023; (iii) 1 February 2023 to 28 February 2023 and (iv) 1 March 2023 to 31 March 2023.

"Time Period" refers to (i) 7 November 2022 to 30 November 2022; (ii) 1 December 2022 to 31 December 2022; (iii) 1 January 2023 to 31 January 2023; (iv) 1 February 2023 to 28 February 2023 and/or (v) 1 March 2023 to 31 March 2023.

"Transaction Date" means the date on which the relevant Retail Transaction is charged to the Maybank Card during the Qualifying Period.

"Winner" means a Grand Prize Winner or a Daily Prize Winner.

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

### 2. Eligibility

- 2.1 All Maybank Cardmembers whose Accounts are opened/maintained with Maybank and in good standing during the Qualifying Period are eligible to participate in the Draw except for:
  - 2.1.1. Maybank Cardmembers whose Accounts are terminated between 7 November 2022 to 31 March 2023 (both dates inclusive); and
  - 2.1.2. 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, the following do not constitute Maybank Cardmembers for the purpose of the Draw and are not eligible to participate in the Draw:
  - 2.2.1. Holders of Business Cards, Prepaid Cards and ATM Cards; and
  - 2.2.2. Supplementary cardmembers. Nonetheless, Retail Transactions charged by a supplementary cardmember to a supplementary Maybank credit card shall accrue to the eligible Maybank Cardmember's corresponding Maybank Credit Card, provided that such supplementary cardmember's Retail Transactions are charged 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.
- 2.3. By participating in the Draw and/or by accepting a Grand Prize or Daily Prize, Maybank Cardmembers agree to abide by the terms and conditions stated herein.
- 2.4 All eligible Maybank Cardmembers will be automatically entered into a Draw if they meet the Spend Requirement for that Draw. No registration is required.
- 2.5 Maybank Cardmembers authorise Maybank to disclose and publish his/her name, information and other particulars in line with these Terms and Conditions (in particular at Clauses 6.1 and 6.2) in the event he/she wins a Prize. Maybank Cardmembers who have won a Prize will be informed via SMS to his/her mobile number registered with Maybank within seven (7) working days from the Draw date and be given an option to opt out of the Promotion (therefore forfeiting the Prize). Maybank Cardmembers who have won a Prize but are not agreeable to these Terms and Conditions or otherwise do not wish to participate in this Promotion should follow the instructions set out in said SMS to opt out of the Promotion (therefore forfeiting the Prize) within the stipulated timeline.

# 3. Prizes

3.1. The number of Prizes that will be given out under this Promotion is set out in the table below:

No. of Winners	Prize Type	Prize Description
1	Grand Prize	Polestar 2 Standard Range Single Motor Variant EV,
		inclusive of COE capped at S\$120,000
145	Daily Prize	20,000 KrisFlyer miles

- 3.2. There will be no duplicate Daily Prize Winners allowed under this Promotion.
- 3.3 A Maybank Cardmember can potentially win both a Grand Prize and a Daily Prize under this Promotion.
- 3.3. There will be six (6) Draws held on five (5) Draw Dates, as set out in Paragraph 5 below, to determine the Winners.



#### 4. Awarding of Chances

- 4.1. If an eligible Maybank Cardmember meets the Spend Requirement during the respective Time Period(s), he/she will receive Chances to (i) participate in the Daily Prize Draw corresponding to the relevant Transaction Date and/or (ii) participate in the Grand Prize Draw (if applicable) as set out below:
  - 4.1.1. One (1) Chance will be awarded for every \$\$50 in local spend for eligible Retail Transactions charged to a Maybank Card;
  - 4.1.2. Five (5) Chances will be awarded for every \$\$50 in foreign spend for eligible Retail Transactions charged to a Maybank Card; and
  - 4.1.3. One-off additional fifty (50) Chances will be awarded to new and approved eligible Maybank Cardmembers for the first Time Period after the Maybank Card is approved and activated during the Qualifying Period, provided that the application for the Maybank Card is made after the commencement of the Qualifying Period (For avoidance of doubt, to qualify for the respective Daily Prize Draws and/or the Grand Prize Draw, the new Maybank Cardmember will have to meet the applicable minimum Spend Requirement.)

Cardmember Status	Spend Category	No. of Chances			
		(for every S\$50 spend)			
Minimum Spend Requirement of S\$300 for the respective Time Periods					
New and approved sign-ups*	Local Retail Transactions	1			
and Existing customers	Foreign Retail Transactions	5			

<sup>\*</sup> New customers will get additional 50 Chances for the first Time Period after the Maybank Card is approved and activated.

- 4.2. For the avoidance of doubt, where there are supplementary cardmembers, Chances will only be awarded to the Maybank Cardmembers (being principal cardmembers).
- 4.3. Only Retail Transactions charged to the Maybank Cardmember's Maybank Card and posted to their monthly statement of Account shall constitute proof of eligible spending for the purposes of the Draws and awarding of Chances.
- 4.4. Retail Transactions for this Promotion are based on Transaction Dates and must be charged to a Maybank Card on or before 30 November 2022, 31 December 2022, 31 January 2023, 28 February 2023 or 31 March 2023 (whichever applicable) to be eligible for the corresponding Daily Prize Draw. For the Grand Prize Draw, the Retail Transactions going towards the minimum Spend Requirement for each Time Period must be charged to a Maybank Card on or before each of 30 November 2022, 31 December 2022, 31 January 2023, 28 February 2023 and 31 March 2023.
- 4.5. 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.

- 4.6. 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.
- 4.7. Chances cannot be transferred to or combined with Chances awarded to any other Maybank Cardmember.
- 4.8. 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.
- 4.9. 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.
- 4.10. 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.
- 4.11. 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. Draw

5.1 Draws will be conducted on the Draw Dates as set out in the following table or any other date(s) as Maybank may determine at its sole discretion at 2 Battery Road, Maybank Tower, Singapore 049907 or such other venue as may be determined by Maybank via a computerised lucky draw system.

Draw	Corresponding Time Period(s)	Prizes	Draw Date
Grand Prize Draw	7 Nov 2022 – 31 Mar 2023	Grand Prize: One (1) Polestar 2 Standard Range Single Motor Variant EV,	11 Apr 2023
		inclusive of COE at S\$120,000	
Daily Prize Draw 1	7 Nov – 30 Nov 2022 (24 days)	Daily Prize:	9 Dec 2022
Daily Prize Draw 2	1 Dec – 31 Dec 2022 (31 days)	One (1) Daily Prize	9 Jan 2023
Daily Prize Draw 3	1 Jan – 31 Jan 2023 (31 days)	Winner per day x	9 Feb 2023
Daily Prize Draw 4	1 Feb – 28 Feb 2023 (28 days)	20,000 KrisFlyer miles	9 Mar 2023
Daily Prize Draw 5	1 Mar – 31 Mar 2023 (31 days)		11 Apr 2023



- 5.2. Each Maybank Cardmember may only win one (1) Daily Prize under this Promotion, notwithstanding that he/she is drawn more than 1 time during the Daily Prize Draw(s). Only the first draw per Maybank Cardmember will be valid for the Daily Prize Draws, and any subsequent drawings of the same Maybank Cardmember for the Daily Prize Draw(s) will be disregarded.
- 5.3. A Maybank Cardmember may potentially win one (1) Grand Prize and one (1) Daily Prize under this Promotion.
- 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 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. The Winners will be notified by SMS and/or push notification via TREATS SG mobile app. 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(s).
- 5.6. Results will be announced on Maybank's website at www.maybank2u.com.sg within seven (7) working days from the date of each Draw. Results for all six (6) Draws will be published on Maybank's website within seven (7) working days after the date of the final Draw.
- 5.7. 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 an 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 and conditions 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.
- 5.8. 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). For avoidance of doubt, Maybank shall not be responsible for any taxes (save for GST), or any surcharges which may be imposed, or any other additional costs.
- 5.9. The Daily Prize of 20,000 KrisFlyer miles will be credited to the Daily Prize Winners' KrisFlyer account directly. Daily Prize Winners will be informed by Maybank to create a KrisFlyer account by a stipulated date in order for the 20,000 KrisFlyer miles to be credited to their KrisFlyer account directly. For Daily Prize Winners who do not have a KrisFlyer account by such stipulated date, Maybank may in its absolute discretion, in lieu of the 20,000 KrisFlyer miles, choose to credit



50,000 TREATS Points to their Maybank TREATS Sg account as the Daily Prize instead. The Grand Prize must be redeemed by the Winner from Maybank or the applicable Merchant(s) within one (1) month after the Winner is notified of his/her win 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 within one (1) month after the Winners are notified of their win 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. Maybank will inform the Grand Prize Winner of his/her win, but subsequently, the Grand Prize Winner shall liaise with the Merchant of the Grand Prize on the redemption of the same.

- 5.10. The Prize is neither transferable nor exchangeable for cash, credit or otherwise, unless otherwise explicitly stated.
- 5.11. Notwithstanding Clause 5.10 above, the Grand Prize Winner shall be allowed to transfer the Grand Prize to his/her nominee provided that the Grand Prize Winner provides an irrevocable written authorisation to Maybank and the Merchant and such other documents as the Merchant and/or Maybank may require.
- 5.12. Maybank may, at any time before or after the Draw(s) 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 one (1) week 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 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(s) or redemption or use of the Prize(s), or lost, late, misdirected, damaged, incomplete, illegible or postage-due mail/notification, 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. Winners shall accept the Prize "as is". The colour, specifications and/or model of the Grand Prize shall be determined by Maybank at its sole discretion. No change of colour, make and/or model is permitted and no request for changes, modification, variation and/or enhancement will be entertained (including equipment, accessories or otherwise).



5.17 Maybank is not the supplier of Prizes and 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 Prizes. 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 Prizes. Maybank is not an agent of the Merchant(s) supplying the Prizes. 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 without prior notice. Maybank Cardmembers also authorise Maybank to share their personal data with the Merchant(s) or such third party which Maybank may in its reasonable discretion deem necessary to facilitate the redemption and/or crediting of the Prizes.
- 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 in relation to the Promotion without any compensation whatsoever. 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(s) 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(s).
- 6.5. Maybank, its related corporations, employees and/or independent contractors shall not be liable to any person for any loss, injuries, liabilities, expenses or damages whatsoever or howsoever caused arising from in connection with this Promotion, the Draw, the use of the Prizes, and/or redemption of or consumption of any services, products or facilities of any merchant or retailer, including any act or omission relating to the Maybank Cardmembers participation in the Draw, howsoever caused or for any other reason.
- 6.6. Maybank's decision on all matters relating to the Draw(s) (including without limitation the Chances awarded to the Maybank Cardmembers and the selection of the Winners of the Draw(s)) shall be final, conclusive and binding on all participants.
- 6.7 Maybank may at any time waive, either unconditionally or on such terms and condition 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 illustrative purposes only. The actual specifications of the Grand Prize may differ from the visual used in such collaterals.
- 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 2001 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.