

## **TERMS & CONDITIONS FOR MAYBANK WORLD MASTERCARD ACCOR MEMBERSHIP DRAW PROMOTION ("PROMOTION")**

### **1. Definitions**

**"Account"** means 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"** means one (1) chance to win a Prize in the Draw.

**"Draw"** means the lucky draw to be conducted by Maybank under this Promotion.

**"Foreign spend"** means spending in currencies other than Singapore Dollar.

**"Local spend"** means spending in Singapore Dollar.

**"Maybank"** means Maybank Singapore Limited.

**"Maybank Card"** means a personal Singapore-issued Maybank World Mastercard or Premier World Mastercard.

**"Maybank Cardmember"** means a person to whom Maybank has issued a principal Maybank Card.

**"Prize"** means an Accor Plus Explorer Membership (worth S\$408). Thirty (30) Prizes will be awarded under this Promotion, limited to one (1) Prize per Winner.

**"Qualifying Period"** means the period from 17 June 2021 to 31 July 2021 (both dates inclusive).

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

- 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. EZ-Link transactions, Transit Link transactions etc.);
- online payment gateway transactions (e.g. PayPal, Skrill and Bidpay etc.);
- gambling or betting transactions;

- AXS or SAM transactions;
- transactions that may entitle a Cardmember to receive rebates of 5% or more offered by Maybank under other promotions on the Card (regardless of whether or not the 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; and
- any other transaction(s) which Maybank may reasonably determine to be unsuitable to, or should not, constitute a Retail Transaction.

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

“**Winner**” means a Maybank Cardmember who is a winner of one (1) Prize in the Draw.

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

## 2. **Eligibility**

- 2.1. All Maybank Cardmembers whose Accounts are open and in good standing during the Qualifying Period are eligible to participate in the Draw, except for:
  - 2.1.1. employees, and immediate families of employees, of Maybank and Maybank’s advertising agencies or sponsors;
  - 2.1.2. Maybank Cardmembers whose Accounts are terminated during the Qualifying Period; and
  - 2.1.3. 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 Credit Cardmember’s corresponding Maybank Credit Card, provided that such supplementary cardmember’s Retail Transactions are charged to the corresponding Maybank Credit Cardmember’s Account. Termination of a supplementary cardmember’s account will not by itself disqualify the eligible Maybank Credit Cardmember from the Draw.
- 2.3. By participating in the Draw and/or by accepting a Prize, Maybank Cardmembers agree to abide by the terms and conditions stated herein.

## 3. **Promotion**

- 3.1. To participate in the Draw, eligible Maybank Cardmembers must **during the Qualifying Period**:
  - 3.1.1. Register for the Draw by saving the eCoupon for this Promotion via the Maybank TREATS SG Mobile App (“TREATS Mobile App”); and
  - 3.1.2. Thereafter, charge Retail Transactions to their Maybank Cards in accordance with the terms and conditions stated herein to receive Chance(s).
- 3.2. Registered Maybank Cardmembers will have the eCoupon for this Promotion in their TREATS Mobile App wallet. Chance(s) will not be awarded for Retail Transactions charged to a Maybank Card before registration.

#### 4. Awarding of Chances

4.1. Registered Maybank Cardmembers will be awarded Chance(s) based on the following criteria:

No. of Chance(s) awarded	Criteria
One (1)	Every S\$10 in local spend in a single eligible Retail Transaction charged to a Maybank Card during the Qualifying Period
Five (5)	Every S\$10 equivalent (at such conversion rate as may be determined by Maybank at its sole discretion) in foreign spend in a single eligible Retail Transaction charged to a Maybank Card during the Qualifying Period
Ten (10)	<p>During the Qualifying Period:</p> <ul style="list-style-type: none"><li>i. not be an existing Maybank Cardmember <u>or</u> not be a Maybank Cardmember at least nine (9) months prior to the start of the Qualifying Period;</li><li>ii. successfully apply for a Maybank Card (i.e. Maybank Card must be approved and issued by Maybank during the Qualifying Period); <u>and</u></li><li>iii. charge an eligible Retail Transaction of any amount to the Maybank Card</li></ul> <p>(For the avoidance of doubt, such new Maybank Cardmember must still fulfill all requirements of the Promotion including, but not limited to, registering for the Draw)</p>

- 4.2. Chances awarded to the Maybank Cardmember during the Qualifying Period are cumulative. For the avoidance of doubt, where there are supplementary cardmembers, Chances will only be awarded to and accumulated with the Maybank Cardmembers.
- 4.3. Eligible Retail Transactions must be charged to the Maybank Card and posted to the monthly statement of Account on or before 10 August 2021 to constitute proof of eligible Retail Transactions spending under this Promotion.
- 4.4. Chances awarded for Retail Transactions which are subsequently cancelled, refunded or reversed (in part or in full) will be automatically cancelled and deemed invalid.
- 4.5. Chances will be cancelled upon the suspension, cancellation and/or termination of the relevant Account without Maybank incurring any liability to any person.
- 4.6. Chances cannot be transferred to or combined with Chances awarded to any other Account or Maybank Cardmember.
- 4.7. 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.
- 4.8. 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.

## 5. Draw

### Draw

- 5.1. The Draw will be conducted on 12 August 2021 or such other date as Maybank may determine at its sole discretion at Maybank Centre, 1 Ang Mo Kio Street 64, Singapore 569083 049907 or such other venue as may be determined by Maybank via a computerised lucky draw system.
- 5.2. Each Maybank Cardmember may only win one (1) Prize. Any subsequent drawings of the same Maybank Cardmember will be disregarded.
- 5.3. Maybank reserves the right to draw reserve winner(s) to substitute any Winner in the event that a Winner is subsequently found to be ineligible or is disqualified or can no longer claim the Prize under these terms and conditions.

### Notification of Winners

- 5.4. The Winners will be notified of their Prize on or before 31 August 2021.
- 5.5. The Winners will be notified by way of an eCoupon for the Prize via the TREATS Mobile App. Winners who do not have the TREATS Mobile App installed or have disabled its push notifications will be sent an SMS on their last known mobile number in Maybank's record) to prompt the download of the TREATS Mobile App to access the eCoupon.
- 5.6. Except for notifications to the Winners, Maybank is not obliged to notify or correspond with any person on any matter concerning the Draw.
- 5.7. Draw results will be published on Maybank's website at [www.maybank2u.com.sg](http://www.maybank2u.com.sg) within seven (7) working days after the Draw.
- 5.8. By participating in this Promotion, Maybank Cardmembers hereby consent to participating in Maybank's publicity programmes for this Promotion and to Maybank collecting, using and disclosing their name, photographs, information, particulars and/or documents in any publicity publications from time to time, in the event that he/she is a Winner, in accordance with applicable laws. Any and all expenses and/or costs incurred for such attendance shall be borne by the Winner.

### Prizes

- 5.9. Prizes must be claimed by the Winners from the merchant(s) which supplies the Prize(s) ("Merchant") on or before 31 December 2022 in accordance with the terms and conditions stated in the eCoupon for the Prize and any procedure determined by Maybank at its sole discretion.
- 5.10. Strictly no extension of time will be granted for Prizes to be claimed. Any unclaimed Prize will be forfeited and Maybank and/or the Merchant(s) 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.
- 5.11. Further terms and conditions of the Merchant, including entitlement to, collection and use of a Prize, shall apply. Winners are to check with the Merchant for details.
- 5.12. Winners shall accept the Prize "as is". Maybank is not the supplier of the Prize and/or any good, service, product or facility of any Merchant(s), 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 Prize. 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 Prize. Maybank is not an agent of the Merchant supplying the Prize. Any dispute about the quality or performance of the Prize must be resolved directly with the Merchant.

- 5.13. The Prize is neither transferable nor exchangeable for cash, credit or otherwise. However, if the Winner is under 21 years of age, the Winner shall be allowed to transfer the Prize to his/her nominee provided that the Winner provides an irrevocable written authorisation and/or such other documents as Maybank and/or the Merchant may require.
- 5.14. Maybank may, at any time before or after the Draw and in its sole and absolute discretion, substitute a Prize with another prize of similar value without notice and liability to any person.
- 5.15. 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.
- 5.16. Maybank reserves the right to, and the Winners authorise Maybank to, claim the full cost or retail value of the Prize at Maybank's sole discretion from the Winner (by charging to the Account or deducting from any other account the Winner holds with Maybank) in the event that:
  - 5.16.1. any eligible Retail Transaction for which a 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;
  - 5.16.2. 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
  - 5.16.3. it is determined by Maybank that the Winner has breached any of the terms stated herein or that the Winner is in fact ineligible for the Draw or the Prize.
- 5.17. Maybank reserves the right to transfer the Prize to the next selected reserve winner if the original drawn winner is not entitled to have any claim on the Prize, or if the original Winner drawn 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.

## 6. **General**

- 6.1. Maybank shall have the sole and absolute discretion to exclude any person from participating in the Promotion without any obligation to furnish any notice and/or reason.
- 6.2. Maybank shall have the 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 Promotion.
- 6.3. Maybank, its related corporations, employees and/or independent contractors shall not be liable for any loss, liability, expense, damage and/or injury whatsoever or howsoever incurred or sustained by any person and/or damage to property by reason of, arising from or in connection with the Promotion and/or the redemption or use of the Prize and/or any good, service, product or facility of any Merchant(s), or lost, late, misdirected, damaged, incomplete, illegible or postage-due mail, or transactions that are processed late, processed incorrectly or lost due to computer or other electronic breakdown or malfunction or any other reason.
- 6.4. Maybank's transaction records and decision on all matters relating to the Promotion (including without limitation the Chances awarded and the determination of the Winners), shall be final, conclusive and binding. No correspondence or claims relating to such records or decisions will be entertained.
- 6.5. Maybank may at any time waive, either unconditionally or on such terms and conditions 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.
- 6.6. 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 on any collateral are for illustration purposes only.

- 6.7. These terms and conditions shall be governed by the laws of Singapore and the participants of the Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 6.8. 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.
- 6.9. The prevailing terms and conditions governing Maybank Credit Cards, together with the Maybank TREATS Mobile App Terms and Conditions, shall apply. For full details, please visit <http://www.maybank2u.com.sg/>.