

<u>Terms and Conditions for FOMO Fridays 2025 Promotion ("Promotion")</u>

1) **Definitions**

"Account" refers to a personal Singapore-issued Maybank XL Cashback Card account or Maybank XL Rewards Card account maintained by any Maybank Cardmember whose account is determined in the sole discretion of Maybank to be in good standing.

"Maybank" refers to Maybank Singapore Limited.

"Maybank Card" refers to a personal Singapore-issued Maybank XL Cashback Card or Maybank XL Rewards Card.

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

"Merchant Offer" refers to an exclusive offer offered by Maybank to a Maybank Cardmember via the Maybank TREATS SG Mobile App.

"Merchant Redemption eCoupon" refers to the eCoupon issued by Maybank to the Maybank TREATS SG Mobile App wallet of the applicable Maybank Cardmembers which they may use to redeem the corresponding Merchant Offer, and includes both Redemption eCoupon Voucher and Redemption eCoupon Code.

"**Promotion Period**" refers to the period from 22 August 2025 to 8 January 2026 (both dates inclusive).

"Redemption Period" refers to the period stated in the corresponding Merchant Redemption eCoupon for a Maybank Cardmember's redemption of a Merchant Offer.

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

2) **Eligibility**

2.1 All Maybank Cardmembers who have not cancelled any Maybank Credit Card(s) and or whose Accounts are opened/maintained with Maybank and in good standing during the Promotion Period are eligible to participate in this Promotion except for:



- Maybank Cardmembers whose Accounts are terminated during the Promotion Period; and
- b) Maybank Cardmembers whose Accounts are deemed to be delinquent or unsatisfactorily conducted by Maybank at its sole and absolute discretion.
- 2.2 For the avoidance of doubt, supplementary cardmembers do not constitute Maybank Cardmembers for the purpose of this Promotion and are not eligible to participate in this Promotion.
- 2.3 By participating in this Promotion, Maybank Cardmembers agree to abide by the terms and conditions stated herein.
- 2.4 To participate in this Promotion and redeem the Merchant Offer, Maybank Cardmembers must during the Promotion Period:
 - a) Download and register for Maybank TREATS SG Mobile App; and
 - b) Login in to Maybank TREATS SG Mobile app, and select and redeem the available Merchant Offer in the manner set out in Clause 4.1 below.

3) Redeeming a Merchant Offer

- 3.1 Each Maybank Cardmember that meets the requirements in Clause 2 is entitled to redeem any Merchant Offer in accordance with the terms herein.
- 3.2 For avoidance of doubt, where there are supplementary cardmembers, eligibility to redeem the Merchant Offers is only made available for Maybank Cardmembers (being principal cardmembers).
- 3.3 Merchant Offer is 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 Maybank Cardmember or any other person.
- 3.4 Maybank reserves the right at any time to withdraw, cancel or invalidate any or all Merchant Offers made available or assigned by Maybank to any Maybank Cardmember or Account at its sole discretion without notice or reason.
- 3.5 Maybank's transaction records and internal records on the Merchant Offer awarded to a Maybank Cardmember shall be final and conclusive. No correspondence or disputes on the abovementioned awarded to any Maybank Cardmember will be entertained.



4) <u>Merchant Offer and Merchant Redemption eCoupon</u>

- 4.1 Each Merchant Offer is available for redemption via the Maybank TREATS SG Mobile App in the following manners:
 - a) A selection of Merchant Offers will be available for redemption every fortnight throughout the Promotion Period, starting from 22 August 2025, barring any unforeseen technical delays.
 - b) Maybank Cardmembers may redeem their desired Merchant Offer, capped at one (1) Merchant Offer per fortnight release regardless the number and type of XL Card held by Maybank Cardmember, on a first-come, first-serve basis and are while stocks last. To illustrate, a Maybank Cardmember may redeem one (1) Merchant Offer only on the 22 August 2025 and may only redeem another Merchant Offer in the subsequent new release on 5 September 2025.
 - c) Once a redemption of a Merchant Offer is successful, the Merchant Redemption eCoupon bearing the Merchant Offer will be instantly saved into the Maybank Cardmember's MY COUPONS wallet on the Maybank TREATS SG Mobile App. Redemption details of each Merchant Offer will be listed on its corresponding Merchant Redemption eCoupon which includes Redemption Period, Redemption Venue, Redemption Instructions and Terms and Conditions of the Merchant Offer.
 - d) Certain selected Merchant Offers require an upfront payment in order to utilise the Merchant Offer. A Maybank Cardmember who has chosen to redeem such Merchant Offer will have their Account automatically charged the corresponding amount of the Merchant Offer within 7 working days. To illustrate, a Maybank Cardmember's Account will be charged \$\$25 for a Merchant Redemption eCoupon bearing a Merchant Offer of "Pay \$\$25 and Get \$\$40 Voucher", and another \$\$5 for a Merchant Redemption eCoupon bearing a Merchant Offer of "Pay \$\$5 and Get \$\$8 Voucher" he or she has chosen to redeem in order to utilise the Merchant Offer. Each charge amount will be based on Merchant Offer details indicated on the Merchant Offer. If a Maybank Cardmember holds both Maybank XL Cashback Card and Maybank XL Rewards Card, the amount will be charged to either his/her Maybank XL Cashback Card or Maybank XL Rewards Card Account selected at random.
 - e) Once a Merchant Offer is redeemed and/or charged, it is irreversible, non-refundable, final and can no longer be changed and or withdrawn.
 - f) Each Merchant Redemption eCoupon can be only used once and for a specific transaction (i.e. Merchant Offer) for which it is issued, and cannot be combined with other Merchant Redemption eCoupon(s) in a single bill.



- g) If there is any outstanding amount/shortfall after using the Merchant Redemption eCoupon, such amount/shortfall shall be paid by Maybank Cardmember via either Maybank XL Cashback Card or Maybank XL Rewards Card.
- h) Except for Merchant Offer made visible to Maybank Cardmembers via the Maybank TREATS SG Mobile App as set out above, Maybank is not obliged to enter into any correspondence with any person on any matter concerning the Promotion.
- 4.2 All Merchant Offers are while stock last and are not exchangeable for cash, rewards points, credit or in kind in all cases, whether whole or in part. Maybank may, at its discretion, substitute the Merchant Offers with an item of equal or similar value without prior notice.
- 4.3 Merchant Redemption eCoupons redeemed by Maybank Cardmember cannot be transferred to any other Maybank Cardmember.
- 4.4 In the event that an Account of a Maybank Cardmember is closed and a new Account is opened by the Maybank Cardmember, Merchant Redemption eCoupons from the closed Account will not be transferred to the new Account.
- 4.5 Maybank Cardmembers must contact Maybank within seven (7) calendar days from the respective redemption and/or purchase of each Merchant Offer of each fortnight release, for any issues in relation to the non-receipt of the corresponding Merchant Redemption eCoupon. In the event of any disputes in relation to the Promotion, Maybank's decision shall be final.
- 4.6 Each redemption of a Merchant Offer must be in accordance with these terms and conditions listed in the corresponding Merchant Redemption eCoupon(s) and the terms and conditions of the merchant.
- 4.7 Maybank Cardmembers shall accept the Merchant Offer "as is". Maybank is not the supplier of the Merchant Offer or any related goods and services (the supplier of the Merchant offer 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 these Merchant Offers, 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 these Merchant Offers or goods and services. Maybank is not an agent of the Merchant. Any dispute over these



Merchant Offers and any goods and service(s) should be resolved directly between Maybank Cardmember and the Merchant.

- 4.8 In the event a Merchant Redemption eCoupon is lost, misused, stolen or misplaced, the Maybank Cardmember shall not be entitled to a replacement Merchant Redemption eCoupon unless otherwise agreed by Maybank at its sole discretion. Where Maybank decides to issue a replacement Merchant Redemption eCoupon, Maybank reserves the right to charge the full cost or retail value of the Merchant Offer to the Maybank Cardmember's Account or deduct it from any Maybank account held by the Maybank Cardmember if the original Merchant Redemption eCoupon is utilised to redeem a Merchant Offer for any reason whatsoever and howsoever.
- 4.9 Any Merchant Offer not redeemed within the prescribed Redemption Period or in accordance to the redemption terms stated in the Merchant Redemption eCoupon shall be forfeited and any Maybank Cardmember whose Merchant Redemption eCoupon has been forfeited shall not be entitled to any payment of compensation or replacement notwithstanding any claims of not having received the Merchant Redemption eCoupon and or notification. Strictly no extension or change of time will be allowed if the Maybank Cardmember does not redeem the Merchant Offer within the Redemption Period stated in the Merchant Redemption eCoupon.
- 4.10 Maybank reserves the right to reverse, restructure, forfeit, and/or charge the Retail Value (at Maybank's sole discretion) of the Merchant Offer awarded and/or redeemed to the Maybank Cardmember's Account or deduct it from any account the Maybank Cardmember holds with Maybank in the event:
 - a) the Maybank Cardmember's Account is closed, suspended or not in good standing at any point during the Promotion Period and/or within six (6) months from the date the Maybank Cardmember redeems the Merchant Offer; or
 - b) the Maybank Cardmember is not entitled to the Merchant offer for any reason whatsoever; <u>or</u>
 - c) it is determined by Maybank that the Maybank Cardmember has breached one or more of the terms and conditions of this Promotion.
- 4.11 Maybank reserves the right to replace, exchange, vary or substitute the Merchant Offer at its sole discretion without prior notice or liability to any person.



- 4.12 The entitlement to and use of a Merchant Offer is also subject to such other terms and conditions as may be imposed by the respective Merchant which supplied/supplies the Merchant Offer. Additional terms and conditions stated in the Merchant Redemption eCoupon shall also apply.
- 4.13 In the event of any disputes in relation to the Promotion, Maybank's decision shall be final.

5) **General**

- 5.1 The Promotion is not valid in conjunction with other Maybank offers, promotions, in-house offers, discount cards, loyalty programmes and vouchers, unless otherwise stated.
- 5.2 Maybank Cardmembers hereby consent under the Personal Data Protection Act 2012 to the collection, use and disclosure of their personal data by/to Maybank and such other third party as Maybank may reasonably consider necessary for the purpose of the Promotion, and confirm that they agree to be bound by the terms of the Maybank's Data Protection Policy, a copy of which can be found on https://www.maybank2u.com.sq.
- 5.3 Maybank shall have the sole and absolute discretion to exclude any person from participating in this Promotion without any obligation to furnish any notice and/or reason.
- 5.4 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 Maybank Cardmember and/or any other person by reason of, arising from or in connection with this Promotion and/or use of the Merchant Redemption eCoupon, Merchant Offer, redemption of or consumption of any services, products or facilities of any merchants or retailers, any Merchant Redemption eCoupon which is misdirected or lost and/or any transactions being processed late, incorrectly or lost due to computer or other electronic breakdown or malfunction or for any other reasons.
- 5.5 Maybank's decision on all matters relating to the Promotion shall be final, conclusive and binding on all Maybank Cardmembers.
- 5.6 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 Promotion at any time without notice or liability to any person.



- 5.7 In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to this Promotion, these terms and conditions shall prevail. All images of the Merchant Offers on any collateral shall be for illustrative purposes only. The actual specifications of the Merchant Offers may differ from the visual used in such collaterals.
- 5.8 These terms and conditions shall be governed by the laws of Singapore and the participants in this Promotion irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
- 5.9 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.
- 5.10 All prevailing and relevant Card terms and conditions and/or agreement, together with the Maybank TREATS Mobile App Terms and Conditions, shall apply. For full details, please visit https://www.maybank2u.com.sq.