



**Maybank**

**MAYBANK TREATS MOBILE APP TERMS AND CONDITIONS**

1. In these Terms and Conditions, unless the context requires otherwise, references to “**you**”, “**your**” and “**yours**” refers to the person who downloads and/or uses the Maybank TREATS Mobile Application (“**Mobile App**”) and references to “**we**”, “**our**”, “**ours**”, “**us**” and “**Maybank**” refers to Malayan Banking Berhad, Singapore Branch and its successors and assigns.
2. By downloading the Mobile App to your mobile device you agree to abide by and be bound by these Terms and Conditions.
3. You acknowledge that in order to use the Mobile App you must follow the steps as notified by us to you via the Mobile App, or via such other mode as we may determine. You hereby consent to us accessing, using and disclosing such information you input into the Mobile App for the purpose of providing the services within the Mobile App, in accordance with these Terms and Conditions and our Data Protection Policy available at [www.maybank2u.com.sg](http://www.maybank2u.com.sg) which you hereby acknowledge you have read, understand and agreed to.
4. You agree to use the Mobile App for lawful purposes only and in addition to any other obligations stated in these Terms and Conditions, you agree that you shall not:
  - (a) download the Mobile App from anywhere other than a store approved by us;
  - (b) install or use the Mobile App on a jail broken or rooted device or against the network operator’s guidelines;
  - (c) reproduce, duplicate, copy, sell, resell or otherwise exploit or make commercial use of the Mobile App and/or its content;
  - (d) provide false or inaccurate information;
  - (e) make derivative use of the Mobile App, or its content;
  - (f) disrupt the access and use of the Mobile App by others;
  - (g) use the Mobile App to conduct electronic spamming, upload content that contains viruses or malicious codes, perform unlawful activities, or engage in any other inappropriate activities as determined by us;
  - (h) misuse in any way the Mobile App, and its content displayed or provided hereunder; and
  - (i) assist or enable others to perform or carry out any of the acts above mentioned.
5. You agree that you shall be responsible for all use and access to the Mobile App via your mobile device whether authorised or otherwise, and for the payment of all fees and charges issued to you by your mobile service provider in relation to all data charges for downloading the Mobile App and the ongoing utilisation of the services offered with the Mobile App.
6. The Mobile App is intended to be available 7 days a week, 24 hours a day. However, you acknowledge that at certain times some or all of the functions under the Mobile App may not be accessible due to system maintenance or for reasons beyond our control. You also acknowledge that the operation of the Mobile App



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may be affected by weak network signal or restricted device functionality. As such, we do not warrant that the Mobile App will be available at all times.

**Promotions, lucky draws and other campaigns offered on the Mobile App (“Promotion”)**

7. You may use the Mobile App to enjoy the promotions, lucky draws and other campaigns offered by us, however if you do not fall within the eligibility criteria stated in clause 8 of these Terms and Conditions you will not be able to participate in any Promotion or receive any prize in relation to a Promotion.
8. Only Maybank customers who hold a personal Singapore-issued Maybank credit and/or debit card and whose account is open and in good standing during the Promotion qualifying period stated in the Mobile App is eligible to participate in a Promotion.
9. Notwithstanding clause 8, the following persons are also excluded from participating in a Promotion:
  - a) Holders of Business Cards, Prepaid Cards and ATM Cards;
  - b) Our cardmembers whose account with us is terminated during the Promotion qualifying period (both dates inclusive); and
  - c) Any other accounts that are deemed to be delinquent or unsatisfactorily conducted by us at our sole and absolute discretion.
10. Additional terms and conditions will apply to each Promotion, such terms and conditions will either be found within the Mobile App or on our website at [www.maybank2u.com.sg](http://www.maybank2u.com.sg) or in such other medium as may be notified by us to you.

**Personal Data**

11. You consent to, and (where relevant) shall procure that all relevant individuals whose personal data has been disclosed by you to us (collectively “**Relevant Individuals**”) consent to, us, our officers, employees, agents and advisers collecting, using and disclosing such information relating to you (and the Relevant Individuals) including details of its accounts to the following persons wherever situated (whether in Singapore or elsewhere) to the extent that the information is personal data, in connection with the purposes set out in our Data Protection Policy (accessible at: [www.maybank2u.com.sg](http://www.maybank2u.com.sg)), or as is otherwise required or permitted in accordance with applicable law:-
  - a) any third party we may consider necessary in order to provide you with the use of the Mobile App and the Promotions offered in the Mobile App;
  - b) our head office and any of our branches, representative offices, subsidiaries, related corporations and affiliates;
  - c) our co- brand partners;
  - d) any court, government and regulatory agency or authority;
  - e) any actual or potential assignee or transferee of, or participant or sub-participant in, any of our rights or obligations herein (or any of their agents or professional advisers);
  - f) any service provider or any other related person(s) including third party service providers, sales and telemarketing agencies, business partners or otherwise under conditions of confidentiality imposed on such service providers, for the purpose of data processing or providing any service on our behalf to you or in connection with such outsourcing



arrangements the we may have with any third party where we have outsourced certain functions to the third party;

- g) to the extent the information is personal data, to the persons identified in the Maybank Data Protection Policy; and
- h) any other person to whom disclosure is permitted or required by law.

## **General**

**12.** We have the right to:

- a) cancel, suspend or terminate the Mobile App and any Promotion;
- b) offer, modify, eliminate, or terminate any items, games, Promotions offered within the Mobile App; and
- c) vary, delete or add to any of these terms and conditions from time to time;

without prior notice to you.

**13.** We and our agents shall not be liable for any loss (direct or indirect), whatsoever incurred by you or any other person in relation to the use of the Mobile App or any Promotion including but not limited to loss of life, any personal injury, the use of a prize, any damage to your mobile device by downloading the Mobile App, any improper or unauthorised use of the Mobile App by you or any other person, any negligent act or willful misconduct, any governmental powers, force majeure, war, strikes, sabotage, computer breakdown or any other causes beyond our control or any event which makes it impossible or impracticable for us to perform our obligations in respect of any instruction submitted by you to us or where we are required to act in accordance with the laws and regulations in Singapore or any jurisdiction which relate to any services to any persons which may be subject to sanctions.

**14.** In addition, we shall not be responsible for lost, late, misdirected, damaged, incomplete, illegible or postage-due mail, or any transactions that are processed late, incorrectly or lost due to computer or other electronic breakdown or malfunction or any other reason.

**15.** The Mobile App is in no way sponsored, endorsed or administered by, or associated with, Facebook. To the extent permitted by applicable law, the users of the Mobile App agree that Facebook will not be liable, under any circumstance and in any way, for any errors or omissions, loss or damage of any kind incurred as a result of your use of Facebook in connection with the Mobile App. You also acknowledge that we do not own or host Facebook and the relevant privacy notices and other terms and conditions found on Facebook shall apply.

**16.** The Mobile App is powered by One Empower, however One Empower does not sponsor, administer or endorse the Mobile App.

**17.** You acknowledge that we do not make any express or implied representation or warranty as to effectiveness of the Mobile App or the accuracy or completeness of the information contained in the Mobile App. Any person who uses the Mobile App and/or submits information via the Mobile App agrees that such information may be viewed, stored and/or used by parties other than us. We shall not be responsible for keeping such information confidential and we disclaim all liability with regard to claims relating thereto.



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18. You hereby authorise us to disclose and publish your name and other particulars in accordance with applicable law, in the event that you win a the prize offered in the Mobile App.
19. If you are a winner under a Promotion and where required by us, you agree to attend a prize presentation and/or participate in publicity programmes. All expenses and/or costs incurred for such attendance shall be borne by you and we reserve the right to use your name, address, photographs, information, particulars and/or documents in any advertisement or other forms of publicity from time to time.
20. We have the sole and absolute discretion to exclude you from participating in any Promotion or using the Mobile App without any obligation to furnish any notice and/or reason.
21. Our decision on all matters relating to the Mobile App and any Promotion shall be final, conclusive and binding.
22. You acknowledge that the content of the Mobile App, including but not limited to text, logos, designs, trademarks, software, music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material, used in connection with, incorporated or contained in or presented to you through the Mobile App ("Content") are the exclusively property of Maybank and/or its third party licensors. You may not copy, reproduce, distribute, publish or commercially exploit the Content or create derivative works from this Content without expressly being authorised to do so by us.
23. We may at any time either unconditionally or on such terms and conditions as we deem fit in our discretion waive any right we have under these terms and conditions; however, any such waiver shall not preclude us from exercising such rights in the future.
24. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Mobile App, these terms and conditions shall prevail. Any image of any prize/promotions offered under the Mobile App in any collateral is for illustrative purposes only.
25. These terms and conditions shall be governed by the laws of Singapore and you irrevocably submit to the non-exclusive jurisdiction of the courts of Singapore.
26. 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.
27. Maybank Credit Card and Debit Card Agreement shall apply. For full details, please visit [www.maybank2u.com.sg](http://www.maybank2u.com.sg)