

## **“CHRISTMAS WONDER DRAW” LUCKY DRAW TERMS AND CONDITIONS**

1. The Seletar Mall’s Lucky Draw (the “**Draw**”) is organised by The Seletar Mall Pte Ltd (the “**Organiser**”).
2. Participation in the Draw is subject to these terms and conditions (“**T&Cs**”). By participating in the Draw, participants agree to be bound by and to comply with the T&Cs and any amendments, additions, replacements, variations and modifications thereto, which shall be final and binding in all respects on each participant. Amendments to the T&Cs will be posted on this webpage. Non-compliance with or breach of any of the T&Cs may result in disqualification of a participant from the Draw in the Organiser’s sole and absolute discretion, and any prizes won may be forfeited, withheld, withdrawn or reclaimed in the Organiser’s sole and absolute discretion.
3. The Organiser reserves the right to vary or amend the T&Cs or suspend, cancel or terminate the Draw at any time in its sole and absolute discretion without prior notice and without liability to any party.

### **Qualifying Period**

4. The qualifying period for the Draw is from 11 November 2022 to 31 December 2022 (both dates inclusive) (“**the Promotion Period**”).
5. The Organiser reserves the right to change the Promotion Period at any time in its sole and absolute discretion without prior notice and without liability to any party.

### **Prizes**

6. The prizes that participants stand to win are:

#### **Description and Value of Lucky Draw Prizes**

<b>Prizes</b>	<b>Items</b>	<b>Total Value</b>
1 <sup>st</sup>	Elistar Diamond Bracelet	\$2,808
2 <sup>nd</sup>	uThrone S Gaming Chair (Transformers Edition) – Bumble Bee	\$999
3 <sup>rd</sup>	uSqueez 2 Smart Leg Massager	\$749
4 <sup>th</sup>	uSqueez Hand - Hand Massager	\$299
5 <sup>th</sup>	uZap Waist EMS Toning Belt	\$249
6 <sup>th</sup>	Ogawa Mobile Shiatsu Lite	\$168

7. The Organiser reserves the right, at any time in its sole and absolute discretion, to substitute, withdraw, cancel, add to or alter any prize offered without prior notice and without having to disclose any reason therefor and without any payment or compensation whatsoever.

### **Eligibility**

8. To be eligible to participate in the Draw, the participant must fulfil all of the following criteria:
  - a. The participant must be 18 years and above (as at the commencement date of the Promotion Period) and be a Singapore Citizen, Singapore Permanent Resident or foreigner with a Singapore mailing address;
  - b. The participant must present his/her original receipt(s), corresponding charge slip(s), corresponding bank/debit/credit card(s) used and his/her photo ID on the same day of purchase at The Seletar Mall

Information Counter, Basement 2 from 10 a.m., with the last redemption at 9.45 p.m. Receipts dated after 9.45 p.m. may be used for redemption on the next day. Redemption of lucky draw chances is allowed only if the participant is physically present. Redemption on behalf of another person, whether by presenting the other person's NRIC or other identification or otherwise, is not allowed; and

- c. The participant must provide his/her particulars for the Draw at The Seletar Mall Information Counter, Basement 2. Lucky draw entries submitted before or after the Promotion Period shall be considered invalid and will not be entertained.
9. The following persons are not eligible to participate in the Draw:
    - a. Management and employees of the Organiser, and their immediate family members;
    - b. Management and employees of tenants / stores at or of The Seletar Mall. Such persons are also not allowed to submit any lucky draw entries on behalf of customers; and
    - c. The Organiser's advertising agencies, auditors and any other parties directly involved in organising, promoting or conducting the Draw.
  10. The Organiser reserves the right to exclude any person from participating in the Draw in its sole and absolute discretion and without furnishing any notice and/or reason.
  11. Subject to the fulfilment of all the criteria set out in Clause 8:
    - a. Every S\$100 (including FairPrice Finest Receipts) spent at participating stores (the "**Qualifying Amount**") entitles a participant to one (1) lucky draw chance. For S<sup>3</sup> Rewards Members, every S\$100 (including FairPrice Finest Receipts) spent at participating stores entitles a participant to two (2) lucky draw chance. Each participant is entitled to a maximum of five (5) lucky draw chances per day and each Member is entitled to a maximum of ten (10) lucky draw chances per day (regardless of total amount spent); and
    - b. A maximum of three (3) combined same-day receipts is allowed.
  12. Whether the Qualifying Amount is met and determination of the number of lucky draw chances are based on the nett purchase amount reflected in original receipts (exclusive of discounts or usage of points for redemption and rebates).
  13. The list of participating stores can be found at <https://www.theseletarmall.com/stores>. The Organiser reserves the right to add to, delete from or vary the list of participating stores at any time in its sole discretion without prior notice.
  14. Only valid original computer-printed payment receipts will be accepted. Handwritten/duplicate receipts, AXS payments, bill payments, NETS slips, credit card charge slips, Malls Voucher receipts, top-ups of stored value cards/mobile pre-paid card receipts, purchase of gift cards, cash cards, vouchers and parking coupons, money changer receipts, laundry receipts, deposits slips, lottery tickets, pawn tickets from Maxi-Cash, atrium purchases, receipts from clinics (including dental) and enrichment schools, regardless of amount spent or paid, do not qualify for any lucky draw chances.
  15. Receipts for the purchase of gold, watches and luxury items from Maxi-Cash qualify for lucky draw chances.
  16. For any purchase paid by installments, the participant is entitled to a maximum of one (1) lucky draw chance if the Qualifying Amount and other eligibility criteria herein are met, regardless of the total purchase amount.

17. No splitting of receipts from a single store is allowed. The Organiser reserves the right to reject any receipt or purchase in its sole and absolute discretion in the event that it suspects or is of the opinion that any participant is involved in such an act.
18. The Organiser reserves the right to verify all receipts or purchases made by participants before granting any lucky draw entries.
19. The Draw is mutually exclusive with any other promotions, campaigns or offers, and cannot be combined and is not valid with any other promotions, campaigns or offers.

### **Conduct of Draw**

20. The Draw will be conducted on 9 January 2023 at The Seletar Mall's Centre Management Office at 33 Sengkang West Avenue #04-14 Singapore 797653, at approximately 10am, or on such other date or time or at such other venue as may be determined by the Organiser. A total of 5 winners will be selected at random by the Organiser using a computerised system under the supervision of an independent public accountant.

### **Notification to Winners and Collection of Prizes**

21. The winners will be notified by telephone within seven (7) days from the date of conduct of the Draw.
22. Should any winner fail to claim his/her prize within 30 days after the date of notification to him/her and/or is ineligible to claim his/her prize (as determined by the Organiser in its sole and absolute discretion) for any reason, the prize will be forfeited without any compensation and a reserve winner may be drawn by the Organiser.
23. The Organiser reserves the right to revoke any winner's entitlement to any prize if the winner does not meet any or all eligibility requirements or has breached any of the T&Cs, notwithstanding that an announcement or notification may have been made indicating that person as the winner.
24. Prizes are not transferable or exchangeable and non-cash prizes are not exchangeable for cash. Where applicable, no extension to the validity period of any prize shall be allowed. Participants are solely responsible, and the Organiser accepts no responsibility, for any tax or other liability that may arise from prize winnings.

### **Exclusion of Liability**

25. The Organiser shall not be responsible or liable for any lucky draw entries lost, delayed, corrupted, damaged, misdirected, incomplete or undelivered due to any reason whatsoever. Further, the Organiser shall not be liable for any technical, hardware or software failure or incompatibility of any kind that may in any way affect any received entry. The Organiser shall not be responsible or liable for any loss of opportunity to participate due to entries not received or for any reasons.
26. The Entities (as defined below) and the sponsors for the Draw (if applicable) shall not be liable for any loss (including, without limitation, direct, indirect, special, incidental, consequential or punitive loss), damage, personal injury or death howsoever caused arising directly or indirectly out of or in connection with the Draw, the T&Cs (or any of the matters contemplated herein) or any prize, whether for breach of contract, tort or other cause of action, save for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
27. All prizes are subject to their respective terms of use (if any). Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions shall apply to the Draw or any prize, and all implied

warranties are excluded, including but not limited to, the implied warranties of satisfactory quality, merchantability or fitness for a particular purpose of any prize.

28. By participating in the Draw, participants agree and undertake to, at all times, fully indemnify and hold the Entities and the sponsors for the Draw (if applicable) harmless from and against any and all losses, damages, actions, demands, injuries, claims, costs (including legal costs on a full indemnity basis), expenses, fines and penalties, howsoever caused arising directly or indirectly out of or in connection with the Draw, acceptance or usage of any prize, and/or any breach or purported breach of the T&Cs and/or any applicable law.

## General

29. By participating in the Draw, each participant represents and warrants that:

- a. he/she is at least 18 years old and has the necessary legal capacity, right, power and authority to agree to the T&Cs and that he/she is contracting in his/her own personal capacity; and
- b. all information provided at the time of his/her lucky draw entry is true, accurate and complete. Participants must ensure that they submit their full name as per their NRIC or other form of official identification to facilitate identification / verification in respect of the Draw. Incomplete or inaccurate lucky draw entries will be deemed to be invalid.

30. By participating in the Draw, each participant agrees and consents that:

- a. any and all information or personal data submitted for the purposes of the Draw may be collected, used or processed by, or disclosed to, the Organiser, the tenants of The Seletar Mall or other malls managed by Straits Retail Property Management Services Pte Ltd and the business associates/partners of the Organiser (collectively, the "**Entities**") for various purposes, including to communicate with the participant for purposes related to the Draw, to provide goods and services to the participant upon request, and such other purposes the Entities may reasonably deem appropriate, or for such purposes that the participant may have otherwise given his/her consent to the Entities;
- b. the Entities, its authorised service providers and its advertising and promotion agencies may collect, use, disclose and/or process the participant's personal data for purposes indicated in the Cuscaden Peak Investment Privacy Policy, a copy of which is located at <https://www.cuscadenpeak.com/privacy-policy.html> (the "Privacy Policy"), and for purposes which include the sending of advertisements and marketing information on products, services, promotions and/or events (via mail, email or SMS) offered by the Entities;
- c. the Entities may collect, use, disclose and share amongst themselves and their respective service providers, the participant's personal data, including his/her name, image, photograph, video or voice ("**Material**") for publicity and/or use in advertisements across all media, including, without limitation, in the Entities' publications, presentations and promotional materials on their websites, in its original and edited format, and whether to promote the Draw or otherwise, without further notification, remuneration or compensation. Each participant hereby further agrees and consents to, in the event that he/she is a winner in the Draw, the Entities and their respective authorised service providers collecting, using, disclosing and/or processing his/her personal data including his/her image, photographs, voice recording and/or partial NRIC number for the purposes indicated in the Privacy Policy, and further agree that such collection, use, disclosure and/or processing will be without payment or compensation. All winners may be required to attend a prize presentation ceremony.; and
- d. the copyright and all other intellectual property rights in and to all Material shall vest solely and absolutely in the Entities without further compensation.

31. Each participant shall bear his/her own costs and expenses incurred in relation to or arising from his/her participation in the Draw. The Organiser shall not be liable for any such costs or expenses whatsoever and no reimbursement may be sought from the Organiser.

32. In the event of any inconsistency between the T&Cs and any marketing or promotional material in relation to the Draw, the Organiser shall have the right to determine which shall prevail in its sole and absolute discretion.

33. The Organiser's decisions on all matters relating to the Draw are final, conclusive and binding on all participants and winners. No enquiries, appeals or correspondence, whether verbal or written, shall be entertained. The participants shall accept and abide by any and all decisions made by the Organiser concerning, without limitation, the T&Cs, the rules, procedures and regulations of the Draw, award of prizes and any other matters relating to the Draw.
34. Participants shall not, without the prior written consent of the Organiser, speak to the press or any other media nor give any interviews or comments relating to the Draw.
35. If any provision of the T&Cs is held by any competent court or authority to be illegal, invalid or unenforceable in whole or in part, the legality, validity and enforceability of all other provisions (and, if applicable, the remainder of the provision in question) shall not be affected.
36. The T&Cs shall be governed by the laws of Singapore and parties agree to be bound by the non-exclusive jurisdiction of the courts of Singapore.