

“GACHAPON FOR SURPRISES” PROMOTION TERMS AND CONDITIONS

1. The Seletar Mall’s “Gachapon for Surprises” (the “**Promotion**”) is organised by The Seletar Mall Pte Ltd (the “**Organiser**”).
2. Participation in the Promotion is subject to these terms and conditions (“**T&Cs**”). By participating in the Promotion, 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 Promotion in the Organiser’s sole and absolute discretion, and any gifts/prizes won or awarded may be forfeited, withheld, withdrawn or reclaimed in the Organiser’s sole and absolute discretion.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 Promotion at any time in its sole and absolute discretion without prior notice and without liability to any party.

Promotion Period

4. The period of the Promotion is from 9 December 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.

Gifts

6. An instant win chance with a minimum spend of \$180 at The Seletar Mall (inclusive of Fairprice Finest receipts) to win Mall Vouchers, Tenant vouchers and token prizes. S³ Rewards Members need only spend \$120 (inclusive of Fairprice Finest receipts) to qualify. Limited to the first 150 redemptions daily.
7. A maximum of three (3) combined same-day receipts is allowed for each redemption.
8. The Organiser reserves the right, at any time in its sole and absolute discretion, to substitute, withdraw, cancel, add to or alter any gift/prize offered without prior notice and without having to disclose any reason therefor and without any payment or compensation whatsoever.

Eligibility

9. The Promotion is limited to the first 3,450 redemptions and is limited to one redemption per person per day.
10. Redemption is on a first-come-first-served basis, while stocks last.
11. To be eligible to participate in the Promotion, 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; and
 - 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 gifts/prizes 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.

12. The following persons are not eligible to participate in the Promotion:
 - 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 redeem any gift/prize on behalf of customers; and
 - c. The Organiser's advertising agencies, auditors and any other parties directly involved in organising, promoting or conducting the Promotion.
13. The Organiser reserves the right to exclude any person from participating in the Promotion in its sole and absolute discretion and without furnishing any notice and/or reason.
14. Redemption eligibility is based on the nett purchase amount reflected in original receipts (exclusive of discounts or usage of points for redemption and rebates).
15. 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.
16. Only valid original computer-printed payment receipts will be accepted. Handwritten/duplicate receipts, AXS payments, bill payments, NETS slips, credit card charge slips, Mall 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 the Promotion.
17. Receipts for the purchase of gold, watches and luxury items from Maxi-Cash qualify for the Promotion.
18. For any purchase paid by instalments, the participant is entitled to a maximum of one (1) redemption if the eligibility criteria herein are met, regardless of the total purchase amount.
19. 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.
20. The Organiser reserves the right to verify all receipts or purchases made by participants before awarding any gifts/prizes.
21. The Promotion 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.
22. The Organiser reserves the right to revoke any participant's entitlement to any gift/prize if he/she does not meet any or all eligibility requirements or has breached any of the T&Cs.
23. Gifts/Prizes are not transferable or exchangeable and non-cash gifts/prizes are not exchangeable for cash. Where applicable, no extension to the validity period of any gift/prize shall be allowed. Participants are solely responsible, and the Organiser accepts no responsibility, for any tax or other liability that may arise from any gift/prize.

Exclusion of Liability

24. The Entities (as defined below) and the sponsors for the Promotion (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 Promotion, the T&Cs (or any of the matters contemplated herein) or any gift/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).
25. All gifts/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 that are not expressly stated in the T&Cs shall apply to the Promotion or any gift/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 gift/prize.
26. By participating in the Promotion, participants agree and undertake to, at all times, fully indemnify and hold the Entities and the sponsors for the Promotion (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 Promotion, acceptance or usage of any gift/prize, and/or any breach or purported breach of the T&Cs and/or any applicable law.

General

27. By participating in the Promotion, 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 redemption is true, accurate and complete.
28. By participating in the Promotion, each participant agrees and consents that:
 - a. any and all information or personal data submitted for the purposes of the Promotion 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 Promotion, 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 Promotion or otherwise, without further notification, remuneration or compensation;
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.
29. Each participant shall bear his/her own costs and expenses incurred in relation to or arising from his/her participation in the Promotion. The Organiser shall not be liable for any such costs or expenses whatsoever and no reimbursement may be sought from the Organiser.
 30. In the event of any inconsistency between the T&Cs and any marketing or promotional material in relation to the Promotion, the Organiser shall have the right to determine which shall prevail in its sole and absolute discretion.
 31. The Organiser's decisions on all matters relating to the Promotion are final, conclusive and binding on all participants. 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 Promotion, award of gifts/prizes and any other matters relating to the Promotion.
 32. 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.
 33. 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.