

## Terms and Conditions Governing the POSB Everyday Card – SPC 50<sup>th</sup> Anniversary Lucky Draw Campaign

These terms and conditions govern the Draw. Participation in the Draw constitutes acceptance of these terms and conditions.

### 1. Eligibility

- 1.1 All POSB Everyday Card ("**Card**") – Draw is conducted by DBS Bank Ltd ("**DBS**") and (except those persons listed under paragraph 1.2 below) is open only to eligible principal POSB Everyday Cardmembers ("**Eligible Cardmembers**") whose card accounts are valid, subsisting and in good standing as may be determined by DBS at its sole and absolute discretion. The following persons are not eligible to participate and will be disqualified from participating in the Draw:
  - 1.2 Cardmembers whose card accounts have been suspended, cancelled or terminated by DBS at any time during the Qualifying Period (as defined below).

### 2. Qualifying Period, Draw and Draw Date

- 2.1 The qualifying period for the Draw is from 20 February to 30 April 2019 ("**Qualifying Period**").
- 2.2 The Draw will be conducted on 18 June 2019 ("**Draw Date**").
- 2.3 Unless DBS notifies otherwise, the Draw will be conducted in the presence of external auditors on the above Draw Date at 10am (or on such other dates as DBS may determine at its sole and absolute discretion) at 12 Marina Boulevard, DBS Asia Central @ MBFC Tower 3, Singapore 018982 or at such other venue as may be determined by DBS.
- 2.4 The winners of the Draw ("**Winners**") will be published on DBS' website within 7 working days from the Draw Date. The Winners will also be notified by ordinary post within 15 working days from the Draw Date, at the Winners' mailing address in DBS records.

### 3. Allocation of Lucky Draw Chances

3.1 To qualify for the Draw, Eligible Cardmembers must fulfill the following criteria:

- i. 1 (ONE) Draw chance will be allocated with every S\$50 nett spend in a single receipt is charged to their POSB Everyday Card at any SPC Service Stations in Singapore (“**Qualifying Spend**”) during the Qualifying Period.

3.2 For the avoidance of doubt, the benefit of all charges incurred by a Supplementary Cardmember in respect of the Draw shall accrue to the eligible Principal Cardmember only.

3.3 Calculation of Qualifying Spend is based on the transaction date of the nett spend made at SPC Service Stations, charged to POSB Everyday Card.

3.4 Qualifying Spend refers to nett spend after reversals, at any SPC Service Stations in Singapore. All Qualifying Spend made during the Promotion Period must be posted and captured in DBS’s system within 3 days from transaction date, within the Qualifying Period, to qualify for the lucky draw.

3.5 DBS shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by any acquiring merchant, merchant establishments, postal or telecommunication authorities or any other party.

### 4. The Prizes and Winners

4.1 There will be 50 unique Winners. Each Winner will win S\$1,000 worth of SPC Vouchers. The SPC Vouchers are subjected to the terms and conditions of the Vouchers.

4.2 Subject to Clause 2.3, Winners will be randomly drawn from the pool of entries by means of a computerized draw under the supervision of an external auditor on the Draw Date. DBS shall have the right to draw 10 “reserve winners” to replace any Winner drawn who is subsequently disqualified or unable to receive the Prize.

4.3 Each of the Winners is entitled to receive only 1 Prize during the Draw campaign.

4.4 Prizes are strictly non-redeemable for credit, non-transferable, non-assignable, non-exchangeable, non-replaceable.

4.5 Every Winner’s eligibility to participate in the Draw is subject to verification, and in the event that a Winner is verified by DBS to be ineligible to participate in the Draw, DBS shall have the right to disqualify that Winner without notice, and award his/her Prize to a reserve winner.

- 4.6 A Winner who has been awarded a Prize shall not be entitled to any compensation, benefits or substitution in any form whatsoever in lieu of the Prize and/or should any Prize be forfeited or reclaimed.
- 4.7 If a winner fails to claim his/her Prize within the stipulated redemption period in the Prize notification letter issued by DBS, his/her Prize will be forfeited and donated to a charity organization determined by DBS.
- 4.8 The Winners consent to DBS disclosing and/or publishing their names, particulars and pictures/photographs in any manner which DBS may deem fit for publicity purposes, including via the modes described in Clause 2.4 above. The Winners shall cooperate with and participate in such publicity activity organised by DBS without any compensation whatsoever and in such manner as DBS deems fit. In addition, by participating in this Draw, each participant consents to DBS disclosing his/her name, NRIC/passport number or any of his/her personal information to any third party DBS may reasonably consider appropriate or necessary in connection with administering the Draw, including any person or entity involved in organizing, promoting or conducting the Draw for purposes of the Draw. The participants consent under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of the participants' personal data by/to DBS and such other third party for the purpose of the Draw and the participants confirm that they have read and agree to be bound by the terms of the DBS Privacy Policy, as may be amended, supplemented and/or substituted by DBS from time to time, a copy of which can be found on DBS website at [www.dbs.com.sg](http://www.dbs.com.sg). The failure by any Winner to comply with this clause shall result in his/her disqualification as a winner and to receive the Prize.
- 4.9 If DBS subsequently determines that a person is in fact not eligible for the Prize or to participate in the Draw, for any reason whatsoever, DBS may at its discretion reclaim the Prize and award or dispose of it in such manner and to such person(s) as DBS deems fit in its sole discretion. Each participant hereby authorises and consents to DBS debiting the cash value of the Prize from his/her POSB Everyday Card account.

## 5 General Terms and Conditions

- 5.1 DBS will not be responsible for any injuries, loss, claim or damage suffered or incurred in connection with the Prizes, the Draw (including but not limited to any error in computing any qualifying transaction, any breakdown or malfunction in any computer system or equipment) and/or any notices, letters or correspondence lost, stolen or misdirected in the postal system or telecommunication system, and the consequences arising from the non-receipt of such communication.
- 5.2 By participating in this Draw, participants agree to release and hold DBS harmless from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection with, either directly or indirectly:
  - 5.2.1 the awarding, acceptance, receipt, possession, use or misuse of any Prize or parts thereof awarded pursuant to the Draw; and
  - 5.2.2 the participation in the Draw or any prize-related activities.
- 5.3 Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of a customer to participate in the Draw or receive a Prize. DBS' decision on all matters relating to the Draw (including but not limited to the number of Draw Chances to be awarded to any customer, and the selection of the Winners) shall be final and binding on all participants. Except for the notification letters issued by DBS pursuant to Clause 2.4 (after any verification as may be required has been completed), DBS shall not be obliged to enter into any correspondence on any matter with any party concerning the Draw.
- 5.4 DBS may vary these Terms and Conditions, or suspend or terminate the Draw at any time without any notice or liability to any party.
- 5.5 These terms and conditions shall be read in conjunction with the DBS Cards General Promotions Terms and Conditions. In the event of any inconsistency, these terms and conditions shall prevail insofar as they apply to the Draw. The DBS Cards General Promotions Terms and Conditions is available at [www.dbs.com.sg](http://www.dbs.com.sg).
- 5.6 These terms and conditions shall be governed by and construed in accordance with the laws of Singapore, and participants irrevocably submit to the exclusive jurisdiction of the Singapore courts.

- 5.7 A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act (Chapter 53B) and notwithstanding any terms herein, the consent of any third party is not required for any variation of the terms of the Draw (including any release or compromise of any liability) or termination of the Draw.