

### 1<sup>ST</sup> YEAR ANNIVERSARY LUCKY DRAW TERMS AND CONDITIONS

- 1. The Woodleigh Mall's 1<sup>st</sup> Anniversary Lucky Draw (the "**Draw**") is organised by The Woodleigh 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 fully and unconditionally 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 The Woodleigh Mall website (www.thewoodleighmall.com). 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sole and absolute discretion and without furnishing any reason therefor, and any prizes won may be forfeited, withheld, withdrawn, or reclaimed in the Organiser's sole and absolute discretion and without furnishing any reason therefor.
- 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. The Organiser reserves the right, in its sole and absolute discretion, to transfer and/or assign all rights and obligations under these T&Cs to another entity pursuant to any restructuring, merger or sale, or for any reason whatsoever, without prior notice and without liability to any party. In such an event, the entity which is assigned all such rights and obligations under these T&Cs shall be responsible for fulfilling all obligations under these T&Cs (whether arising on or prior to the date on which such obligations are transferred and/or assigned) as if it had been named in these T&Cs in place of the Organiser.

## **Qualifying Period**

- 4. The qualifying period for the Draw is from 1000 hrs on 9 May 2024 to 2200 hrs on 7 July 2024 (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:

Lucky Draw Prizes		Value
1 <sup>st</sup> Prize:	uDivine V2 Massage Chair & \$100 Surrey Hills Grocer Dining Vouchers	\$5,599
2 <sup>nd</sup> Prize:	uZap Body Vibration Exercise Board & \$100 Surrey Hills Grocer Dining Vouchers	\$1,399
3 <sup>rd</sup> Prize:	uThrone S Gaming Chair with Customisable Massage & \$100 Surrey Hills Grocer Dining Vouchers	\$1,099
4 <sup>th</sup> Prize:	uThrone S Gaming Chair with Customisable Massage	\$999
5 <sup>th</sup> Prize:	uThrone S Gaming Chair with Customisable Massage	\$999
6 <sup>th</sup> Prize:	uRoller X-Sports Vibrating Foam Roller	\$299

7 <sup>th</sup> Prize:	\$100 Surrey Hills Grocer Dining Vouchers	\$100
8 <sup>th</sup> Prize:	\$100 Surrey Hills Grocer Dining Vouchers	\$100
9 <sup>th</sup> Prize:	\$100 Surrey Hills Grocer Dining Vouchers	\$100
10 <sup>th</sup> Prize:	\$100 Surrey Hills Grocer Dining Vouchers	\$100

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 21 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 be a registered S<sup>3</sup> Rewards member; and
  - c. The participant must provide his/her particulars for the Draw at The Woodleigh Mall Information Counter, Level 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 Straits Retail Property Management Services Pte Ltd, and their immediate family members (spouse, parent, legal guardian, child or sibling, and their respective spouses);
  - b. Management and employees of tenants / stores at or of The Woodleigh 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 \$\$30 (including FairPrice Finest Receipts) spent in a same-day single receipt at participating retailers (the "Qualifying Amount) entitles a participant to one (1) lucky draw chance.
  - b. Each participant is entitled to a maximum of ten (10) chances per day, regardless of total amount spent.
- 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, usage of vouchers, or usage of points for redemption and rebates).

- 13. The list of S³ Rewards participating retailers can be found at <a href="https://www.thewoodleighmall.com/stores">https://www.thewoodleighmall.com/stores</a> under the 'S³ Rewards' Tab. Only S3 participating retailers' receipt(s) are eligible for the draw. The Organiser reserves the right to add to, delete from or vary the list of 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, receipts from bill payments, NETS slips, credit card charge slips, cash cards, money changer receipts, deposits slip, lottery tickets, atrium and event spaces purchases, receipts from clinics (including dental), regardless of amount spent or paid, do not qualify for any lucky draw chances.
- 15. For any purchase paid by instalments, 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.
- 16. 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.
- 17. The Organiser reserves the right to verify all receipts or purchases made by participants before granting any luckydraw entries.

## **Conduct of Draw**

- 18. The Lucky Draw will be conducted on 11 July 2024 or such other date(s) as may be determined by the Organiser in its sole and absolute discretion between 9am to 6.30pm at The Woodleigh Mall's Centre Management Office at 11 Bidadari Park Drive #02-16 Singapore 367803.
- 19. A total of 10 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**

- 20. The winners will be notified by email and/or telephone (in accordance with such information provided by the winner in his/her member profile within the S<sup>3</sup> Rewards App) within seven (7) days from the date of conduct of the Draw.
- 21. 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.
- 22. 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.
- 23. All prizes are non-transferable or exchangeable for cash, credits, benefits-in-kind or any other item or otherwise, either partially or wholly. Where prizes contain any specific date for which such prize must be utilized, no requests for extensions or replacements whatsoever will be entertained and if any such prize is not utilized by such date, that prize shall be forfeited, and the winner shall not be entitled to any other compensation. The Organiser hereby expressly disclaims any warranties, express or implied, in connection with any prizes to the fullest extent permitted by applicable laws.

- 24. The Organiser reserves the right to replace any of the prizes with items of similar value at its sole and absolute discretion without any prior notice or assigning of any reason.
- 25. The Organiser and/or any of the sponsors of the prizes stated in point 6 hereby make no representation, warranty or undertaking whatsoever as to any implied terms or conditions with respect to any of the prizes. The prizes provided shall be on an "as-is" basis.
- 26. Should the winner be found to be under 21 years of age, and/or not comply with any of the terms and conditions herein, the prize will be forfeited without any compensation and awarded to a reserve winner.

# **Exclusion of Liability**

- 27. 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.
- 28. 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, personalinjury 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 allowableby law).
- 29. 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.
- 30. 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 anyprize, and/or any breach or purported breach of the T&Cs and/or any applicable law.

### <u>General</u>

- 31. By participating in the Draw, each participant represents and warrants that:
  - a. he/she is at least 21 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;
  - b. he/she is a Singapore Citizen, Singapore Permanent Resident or foreigner with a Singapore mailing address; and

- c. 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 deemedto be invalid.
- 32. 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 Woodleigh 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 purposesrelated to the Draw, to provide goods and services to the participant upon request, and such other purposesthe 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 Investments 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, andwhether to promote the Draw or otherwise, without further notification, remuneration or compensation. Eachparticipant 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 forthe purposes indicated in the Privacy Policy, and further agree that such collection, use, disclosure and/or processing will be without payment or compensation.; and
  - d. the copyright and all other intellectual property rights in and to all Material shall vest solely and absolutely inthe Entities without further compensation.
- 33. 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.
- 34. 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.

- 35. 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.
- 36. Participants shall not, without the prior written consent of the Organiser, speak to the press or any other media norgive any interviews or comments relating to the Draw.
- 37. 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.
- 38. 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.