

# SAFRAPoints Lucky Draw

## TERMS & CONDITIONS

### **Eligibility:**

1. The SAFRAPoints Lucky Draw (“**Draw**”) is exclusively open to all active SAFRA Members as of 30 Nov 2024.
2. By participating in the Lucky Draw, the Member agrees that SAFRA may contact him/her in relation to the Lucky Draw.
3. Any member who does not wish to participate in the Lucky Draw can contact SAFRA via email at [safrapointsluckydraw@safra.sg](mailto:safrapointsluckydraw@safra.sg) to indicate his intention to be excluded from the Lucky Draw.
4. Winner’s details will be published on SAFRA’s communication channels for the purpose of announcing the winners and for such other purposes as permitted by the Personal Data Protection Act. For more information on use of personal data, please refer to SAFRA’s Privacy Policy (available at <https://www.safra.sg/privacy-policy>).
5. The closing date for the Lucky Draw is 30 Nov 2024 (“Closing Date”).
6. Members shall be disqualified from participating in the Lucky Draw if by the Closing Date:
  - a. The membership of the participating Member is voluntarily terminated and not renewed;
  - b. The membership of the participating Member is terminated and/or suspended by SAFRA for any reason whatsoever and not reinstated by the Closing Date
  - c. The Membership Account of the participating Member is in arrears; or
  - d. The membership of the participating Member is no longer valid for any reason whatsoever.
7. The following persons are not eligible to participate in the Lucky Draw:
  - a. Employees of SAFRA and their immediate family members, including their spouse(s), children
  - b. Honorary Members, Members of SAFRA’s Board of Governors, Management Committee and Executive Committee, as well as their immediate family members, including their spouse(s), children
  - c. Members who are given trial SAFRA Membership (Ordinary A F).

For the avoidance of doubt, in the event of any dispute, SAFRA shall determine at its sole discretion the eligibility of any prospective participant, and its decision in this respect is final.

8. Notwithstanding any conditions stated herein, SAFRA reserves the sole and absolute discretion to determine the eligibility of any person in relation to the

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Lucky Draw, and SAFRA may at any time before, during or after the Lucky Draw disqualify any person from participation in the Lucky Draw without providing any reason whatsoever.

9. Participation in the Lucky Draw is subject to the terms and conditions stated herein and the Member agrees to be bound by and to comply with the terms and conditions stipulated. Entry into the Lucky Draw is deemed as acceptance of the terms and conditions herein, and any amendments, modifications and variations hereto, which shall be final and binding in all respects on each participant.

#### **Lucky Draw Chances:**

1. Qualifying members will be entitled to varying Lucky Draw chances based on the following criteria:
  - a. A minimum transaction of 20 SAFRAPoints at participating outlets at any SAFRA Club is required.
  - b. \$1 = 1 SAFRAPoint.
  - c. Each transaction of 20 SAFRAPoints and above, regardless of the value, is deemed as ONE (1) chance in the Draw.
2. All Lucky Draw chances will be generated backend and winners will be computer-generated. No coupons or tickets will be issued. SAFRA shall not be responsible or liable for delayed, lost or misdirected entries and submissions caused by any reason whatsoever.
3. The total number of Lucky Draw chances allocated to each qualifying member shall be determined by SAFRA based on the said criteria and in case of any ambiguity, SAFRA's decision shall be deemed final and conclusive.
4. Lucky Draw chances accumulated are not transferable and will be cancelled by SAFRA, without incurring any liability, upon the suspension, cancellation and/or termination of any SAFRA membership account.
5. The total number of Lucky Draw chances allocated shall only be applicable for this Lucky Draw and rollovers of chances to any subsequent lucky draws, if any, are not allowed.

#### **How to Join:**

1. Participants have to scan their SAFRA Membership eCard or produce their physical Membership Card to earn their SAFRA Reward Points at participating outlets at the point of transaction to be eligible.
2. The Qualifying Period will run from 1 November to 30 November 2024 (both dates inclusive). SAFRA reserves the right to change the Qualifying Period.

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3. Each transaction at participating outlets at SAFRA Club with a minimum value of 20 SAFRAPoints will constitute as one (1) chance in the respective category at the club of spending. \$1 = 1 SAFRAPoint. There are 4 categories namely:
  - a. Fitness & Wellness
  - b. Food & Beverages
  - c. Play & Enrichment
  - d. Leisure & Lifestyle
4. Each category will have 3 unique winners for each SAFRA club. Winners may win prizes from different categories at the same club and at different clubs but not from the same category at the same club.
5. All applications submitted after the specified date or submitted through any other means other than as specified above except by the discretion of SAFRA, will not be eligible for the Draw. Any correspondence on missing and/or delayed submissions shall not be entertained.

### **Results & Prizes:**

1. A total of 84 winners will be selected to win one of the prizes listed in the prize list (see Annex A). There will be three (3) Draw winners across each of the 4 categories across each of the 7 SAFRA clubs. The winners for the Draw ("Winners") will be randomly drawn using a computerised draw.
2. Each winner is entitled to win more than 1 prize as long as it is not within the same category at the same club.
3. SAFRA may in its sole and absolute discretion substitute any prize with another prize of similar value without prior notice.
4. The draw will be held in Jan 2025 at SAFRA Punggol, Level 4 Club Administrative Office, located at 9 Sentul Crescent S828654. The details of the draw will be listed on SAFRA's website closer to the date of the said draw.
5. The results of the Lucky Draw will be announced on the SAFRA website or any other media platform which SAFRA may decide in its sole discretion, within fourteen (14) days from the date of the draw, or within such time period as SAFRA may in its discretion deem fit.
6. All winners of the Lucky Draw will be notified at their registered email account as maintained in SAFRA's records after the draw is conducted.

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7. Winners are required to acknowledge and collect the prize within 1 month from the date of the notification letter, failing which SAFRA reserves the right to nullify the prize and pick a substitute winner.
8. Prize will be disseminated via the method stipulated in the notification email issued. Members shall be required to acknowledge receipt of the prize and to duly complete a Declaration Form prepared by SAFRA to that effect.
9. The SAFRA Membership eCard or Physical Card and NRIC must be presented to the authorized SAFRA representative at the prize collection location in order to redeem the Prize on the agreed period. If a Winner fails to produce the required personal identification documents, his/her respective prize will be forfeited (without any liability on the part of SAFRA to any person).
10. The winner may assign a proxy to collect on behalf by informing the Organiser. The Organiser will provide the Letter of Authorisation (LOA) form for the winner and proxy to provide their details and signatory accordingly.
11. Prizes that are not redeemed within thirty (30) calendar days from the Draw Date will be forfeited. No correspondence or claims will be entertained in the event of such forfeiture. A Participant whose prize has been forfeited shall not be entitled to any payment or compensation whatsoever from SAFRA.
12. Prizes are neither transferrable nor exchangeable for cash, credits or otherwise.
13. Reserve winner(s) will be drawn to replace any winner(s) subsequently disqualified.
14. If SAFRA discovers that a Winner was not entitled to participate or if a Winner is subsequently disqualified from participating in the Lucky Draw, SAFRA may at its discretion forfeit the Prize, reclaim it after award and then choose an eventual winner from the reserve winner list or donate the Prize to an approved charitable organisation of SAFRA's choice.
15. The winner of any Prize shall be responsible for all ancillary and additional costs arising from the use of the Prize, insofar as these are not specifically indicated as part of the Prize.
16. SAFRA is not an agent of nor affiliated with the agency providing the prizes. The redemption and/or usage of the prizes are subject to such other terms or conditions that the agency supplying the prizes may impose. Accordingly, any issue or dispute about the quality, satisfactory quality and fitness for purpose of the prizes must be resolved directly with the agency supplying the prizes respectively.

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17. For the avoidance of doubt, where prizes contain a specific validity period during which it should be utilised, prizes must be utilised within the period or date specified by SAFRA. All unused / unredeemed prizes shall be deemed null and void, and no requests for extensions or replacements whatsoever will be entertained.
18. SAFRA reserves the right to alter or terminate the Draw at its own discretion.

#### **General Terms & Conditions:**

1. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with the Lucky Draw or the prizes are the property of their respective owners.
2. SAFRA's decision on all matters relating to and/or in connection with the Lucky Draw, including but not limited to the eligibility of a member, the manner in which the prizes are awarded to the winner and the conduct of the Lucky Draw, shall be final and binding on all parties concerned. SAFRA shall not be obliged to enter into any correspondence with any member on any matter concerning the Lucky Draw.
3. SAFRA shall not be liable in any way to any member or any other person for any loss or damage arising in connection with the Lucky Draw, including but not limited to any act or omission relating to the Member's participation in the Lucky Draw, howsoever caused.
4. The Member shall fully indemnify and hold SAFRA harmless from and against any loss, damage, cost, liability or expense (including but not limited to legal fees), whether direct or indirect, which SAFRA incurs in respect of, in connection with and/or arising from the Member's breach of these terms and conditions herein.
5. To the maximum extent permitted by law, each member agrees that SAFRA and their officers and / or authorised representatives shall not be liable for loss, claims or damage of any kind arising out of or in connection with participating in the Lucky Draw, the Member's acts, omissions or negligence, and/or from acceptance or use or misuse of the prizes. Each member agrees to waive, release and indemnify SAFRA from the abovementioned claims and liabilities.
6. The winner(s) and/or other person(s) who benefit from the prizes are to redeem and/or utilize the prizes at their own risk. SAFRA will not be responsible for any injuries, loss, claim or damage suffered or incurred as a result of the redemption or usage of the prizes.

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7. SAFRA reserves the right to revise the terms and conditions of the Lucky Draw stated herein (including but not limited to varying the Closing Date of the Lucky Draw) or withdraw or terminate the Lucky Draw at any time without prior notice. In the event of any inconsistency between these terms and conditions with any other form of publicity collaterals relating to the Lucky Draw, these terms and conditions shall prevail.
8. The terms and conditions of the Lucky Draw whether set out herein or otherwise are not intended to confer any right on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act or otherwise, and no third party shall have any right to enforce any provision of these terms and conditions.

#### **Use of Personal Data:**

1. By participating in this Draw, you consent to SAFRA's collection of your personal data in order to conduct the Draw and agree that SAFRA may, for this purpose, collect, use and/or disclose your personal data in accordance with these Terms and Conditions and SAFRA's Privacy Policy at, <https://www.safra.sg/privacy-policy>.
  - a) You are solely responsible for the personal data that you provide or disseminate, notwithstanding that the dissemination is via third party platforms managed by SAFRA, including but not limited to SAFRA's Facebook page, and your personal data may also be subject to the personal data policies of such third party platforms.
  - b) With respect to your information, you warrant and represent to SAFRA that any information provided by you which will include your personal data (or any materials contained therein): (i) shall not be false, inaccurate, or misleading; (ii) shall not be fraudulent, inaccurate, incorrect, or untrue; (iii) shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (iv) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (v) shall not be defamatory, libellous, offensive, unlawfully threatening, or unlawfully harassing; (vi) shall not be obscene or contain child pornography or anything adult in nature or harmful to minors; (vii) shall not contain any viruses, Trojan horses, worms, time bombs, cancellous, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (viii) shall not create liability for SAFRA or cause SAFRA to lose (in whole or in part) the services of SAFRA's ISPs or other suppliers; (ix) shall not contain materials that are religious and political. Furthermore, you may not submit any information (including your personal

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data) on the SAFRA Website or SAFRA's Facebook Page that could cause SAFRA to violate any applicable law, statute, ordinance, or regulation.

2. You hereby grant SAFRA a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and to exercise the copyright and publicity rights you have in your information and materials submitted by you for the Draw (the submission), in any media now known or not currently known, with respect to your information.
3. You shall not assume a false identity or the identity of any other party or transmit libellous, harassing, vulgar, or otherwise objectionable messages; or post materials subject to copyright or other intellectual property rights claimed by any third party.

#### **Coverage:**

1. Each participant, in participating in the Draw: (i) agrees to take part in any and all marketing, promotional, publicity exercises with respect to the Draw; (ii) agrees for SAFRA to use his/her name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this Draw and/or SAFRA products; and (iii) grants to SAFRA all consents and waivers necessary hereunder, including in respect of any promotional photographs and/or audio/ video recordings taken in respect of the Draw.
2. Each participant agrees that SAFRA shall be at liberty to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use his/her particulars (including any publicly available Instagram or Facebook profile photo and details) and/or the submissions (or any part thereof): (i) in connection with the Draw and/or SAFRA products; (ii) for the promotion and publicity of SAFRA events and/or SAFRA products; (iii) in any manner, format or media whether now known or hereinafter created, and in any part of the world, including without limitation on online platforms such as Facebook, Instagram, Twitter, and YouTube; (iv) at SAFRA's sole and absolute discretion; and (v) royalty-free and without any obligation of attribution or consent.
3. For the avoidance of doubt, SAFRA expressly reserves the right to adapt, edit and/or modify each submission to include any logo, branding, name, mark, product image in respect of any submissions or such derivative work thereof, for any promotional or marketing purposes of SAFRA branding and/or products.

#### **Liabilities:**

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1. The verification email (the Email) is available on an “as is where is” basis.
2. SAFRA does not warrant that the Email will be uninterrupted or error-free. There may be delays, omissions, interruptions and inaccuracies in the news, information or other materials available. SAFRA shall not be responsible for the availability or content of other services that may be linked to the Email.
3. SAFRA does not make any warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, with respect to the Email or any information or goods that are available or advertised or sold through the Email.
4. SAFRA does not make any representations, nor does SAFRA endorse the accuracy, completeness, timeliness, or reliability of any advice, opinion, statement or other material or database displayed, uploaded, distributed, or available through links in the Email.
5. SAFRA, its employees, subsidiaries, affiliates, associates, and related corporations make no warranty and hereby disclaim all and any warranty, express or implied (to the extent permitted by law) (i) in respect of the use, security, accuracy, reliability, timeliness, non-infringement, satisfactory quality; (ii) in respect of harm arising from downloading or accessing any information or material through the “Site” or SAFRA’s Main Facebook Page, including without limitation, harm caused by viruses or similar contamination or destructive features, whether or not known; (iii) that the content and any functions associated therewith will be uninterrupted or error-free or that the “Site” or SAFRA’s Main Facebook Page and its server will be free of all viruses and/or other harmful elements.
6. In no event shall SAFRA, its employees, subsidiaries, affiliates, associates, and related corporations be liable to you and/or to any party for any damages, expenses, claims, costs or losses of any kind, including without limitation, incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including lost revenues or profits, loss of business or loss of data, (other than for death or personal injury resulting directly from your use of the Email caused in whole by SAFRA’s negligence) arising out of any legal claim (whether in contract, tort, or otherwise), your use of or inability to use the Email, the content of the hyperlinks, including but without limitations, special, incidental, indirect, or consequential damages. Any claim against SAFRA shall be limited to the amount you paid, if any, for use of the Email.
7. SAFRA is not responsible for any safe custody, return, non-delivery, late, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure encountered during the avatar creation process on account of technical



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problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to the participant's or any other person's computer or mobile telephone related to or resulting from your participation in the Draw

- a) SAFRA cannot accept any responsibility for any damage, loss, injury, or disappointment suffered by any participant for their involvement in the Draw and/or accepting any prize(s).
- b) By participating in the Draw and/or accepting the prize(s), each participant agrees that no claim relating to such losses or injuries (including special, indirect, and consequential losses) shall be asserted against SAFRA, its affiliates, directors, officers, employees, or partners from any and all losses, damages, rights, claims, and actions of any kind resulting in relation to the Email and/or acceptance of any prize(s), including without limitation, personal injuries, death, and property damage.
- c) Except where expressly provided herein, each participant shall bear his/her own costs and expenses incurred and/or arising from his/her participation in the Draw, and no reimbursement may be sought from SAFRA.
- d) Each participant shall not, without the prior written approval of SAFRA, speak to the press or any other media, or give any interviews or comments relating to the Draw and/or SAFRA.
- e) You agree to defend and hold SAFRA, its affiliates, and related corporations from and against all claims, losses, damages, costs and expenses, including legal fees on an indemnity basis, arising out of your use of the "Site" or SAFRA's Main Facebook Page or any breach of these Terms and Conditions. In addition, SAFRA may use whatever Information that is available about you to stop any such breach or any unlawful or inappropriate use of the Email and/or the Draw, including informing any third-party SAFRA deems appropriate of such breach or use and/or disclosing Your Information to such third-party.

#### **Severability:**

1. If any of these Terms and Conditions is held to be invalid or unenforceable, such term shall be struck out and the remaining terms shall be enforced. Any failure to act by SAFRA with respect to any breach by you or others of any of the provisions of these Terms and Conditions does not waive SAFRA's right to act with respect to subsequent or similar breaches.

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#### **Notice:**

1. The decision of SAFRA on all matters pertaining to the Draw (including any dispute arising from the Email or interpretation of these Terms and Conditions) shall be final and binding on all parties. No correspondence or further claims shall be entertained.
2. You hereby agree and acknowledge: (i) that all electronic communications made pursuant to the use of the Email and/or participation in the Draw shall be given legal effect, validity, and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document; (ii) not to Draw the legally binding nature, validity, or enforceability of any transaction on the Email on the ground that it was entered into electronically.

#### **Governing Laws:**

1. These Terms and Conditions shall be governed and construed in accordance with the laws of Singapore, and you acknowledge and agree that by using any of the Services herein or the "Site" or SAFRA's Main Facebook Page you irrevocably submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.

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### **Annex A**

#### **Fitness & Wellness Prizes**

- 1<sup>st</sup> Prize: \$200 Decathlon E-gift card
- 2<sup>nd</sup> Prize: \$100 Decathlon E-gift card
- 3<sup>rd</sup> Prize: \$50 Decathlon E-gift card

#### **Food & Beverages Prizes**

- 1<sup>st</sup> Prize: \$200 GrabGifts Voucher (Limited to GrabFood Use Only)
- 2<sup>nd</sup> Prize: \$100 GrabGifts Voucher (Limited to GrabFood Use Only)
- 3<sup>rd</sup> Prize: \$50 GrabGifts Voucher (Limited to GrabFood Use Only)

#### **Play & Enrichment Prizes**

- 1<sup>st</sup> Prize: \$200 worth of Shaw IMAX Gift vouchers
- 2<sup>nd</sup> Prize: \$100 worth of Shaw IMAX Gift vouchers
- 3<sup>rd</sup> Prize: \$50 worth of Shaw IMAX Gift vouchers

#### **Leisure & Lifestyle Prizes**

- 1<sup>st</sup> Prize: \$200 SAFRA Rewards Voucher
- 2<sup>nd</sup> Prize: \$100 SAFRA Rewards Voucher
- 3<sup>rd</sup> Prize: \$50 SAFRA Rewards Voucher