



DISCLAIMER

The Mastercard® Singapore Contactless Campaign 2017 is a promotion campaign (the “Campaign”) managed by Mastercard Asia/Pacific Pte. Ltd for individuals who hold a valid Mastercard branded credit card or debit card (whether principal/primary card or supplementary card) with contactless payment functionality. Oversea-Chinese Banking Corporation Limited shall not at any time be responsible or held liable for any matter relating to, or in connection with, the Campaign.

Mastercard® Singapore Contactless Campaign 2017

Terms and Conditions of the Mastercard Singapore Contactless Campaign 2017 (“Campaign”)

1. Campaign Period

The period for the Campaign is from 12:00am (Singapore standard time) on 1 November 2017 to 11:59pm (Singapore standard time) on 31 January 2018 (“**Campaign Period**”).

2. Participant requirements

(a) Subject to clause 2(c) below, the Campaign is open to Mastercard Cardholders who meet the criteria set out in this clause 2 (each a “**Participant**”). A Participant must:

- (i) hold a valid Mastercard branded credit card or debit card (whether principal/primary card or supplementary card) with contactless payment functionality (“**Mastercard Card**”) issued by a Mastercard Issuer (as hereinafter defined) and whose Mastercard Card account is in good standing at all times during the Campaign Period and at the time of the selection and notification of the winners of the Prizes (as hereinafter defined) under the Campaign. Participants whose Mastercard Card accounts are cancelled, terminated or suspended for any reason during the Campaign Period are not eligible for the Campaign; and
- (ii) be at least 21 years of age; and
- (iii) hold a valid government issued identification card/document and a valid passport that entitles the Participant to travel overseas; and
- (iv) comply with the requirements under clause 2(e) below.

(b) For the purposes of these terms and conditions:-

“**Mastercard**” means Mastercard Asia/Pacific Pte. Ltd.;

“**Mastercard Cardholder**” means a person who holds a valid Mastercard Card;

“**Mastercard Issuer**” means a bank or any other entity licensed to issue Mastercard Cards in Singapore; and

“**Prize**” has the meaning ascribed to it in clause 5(a) below.



- (c) The following persons are not eligible to participate in the Campaign and any participation, entry, registration, submission, Qualifying POS Transaction (as defined in clause 2(e)(i) below) or Qualifying LTA Transaction (as defined in clause 2(e)(ii) below), as the case may be, by any of the following persons will be disqualified:-
- (i) The employees (whether permanent, temporary or contract employees) of Mastercard, its subsidiaries and holding companies and their immediate family members (that is, spouses, children, parents, brothers and sisters);
 - (ii) The employees (whether permanent, temporary or contract employees) of Mastercard's associated agencies and other entities involved in the conduct, implementation and/or administration of the Campaign (as determined by Mastercard in its sole discretion); and
 - (iii) The employees (whether permanent, temporary or contract employees) of the Mastercard Issuers, their respective subsidiaries and holding companies and their immediate family members (that is, spouses, children, parents, brothers and sisters).
- (d) By participating in the Campaign, each Participant is deemed to have read, understood and agreed to be bound by these terms and conditions and accepts that the decision of Mastercard regarding the Campaign and all matters related to or connected with it, including, without limitation, the determination and selection of the winners, the awarding of any Prizes and the interpretation of these terms and conditions, is final and binding and no queries shall be entertained. In the event all or any of these terms and conditions are not acceptable to a Mastercard Cardholder, such Mastercard Cardholder should not participate in the Campaign, notwithstanding the offer.
- (e) To participate in the Campaign, the Participant must make the following qualifying transactions during the Campaign Period:-
- (i) purchase transactions (of any amount) for goods and services using the contactless payment functionality of his/her Mastercard Card by "tapping" the contactless payment terminals (point-of-sale terminals) of merchants whether located within or outside Singapore (other than the Land Transport Authority of Singapore) (each eligible purchase transaction shall be referred to as a "**Qualifying POS Transaction**"); and
 - (ii) spend a cumulative amount of SGD10.00 or more on fares for public buses and MRT and LRT trains operated by the Land Transport Authority of Singapore ("**LTA**") by using the contactless payment functionality of his/her Mastercard Card by "tapping" the contactless payment terminal/reader located in public buses and at MRT and LRT train stations (each eligible spend shall be referred to as a "**Qualifying LTA Transaction**"),
- subject to these terms and conditions including, without limitation, the provisions of clause 2(f), clause 2(g), clause 2(h) and clause 2(j) below.
- (f) Every ten (10) Qualifying POS Transactions made during the Campaign Period using the same Mastercard Card shall earn the Mastercard Cardholder of that Mastercard Card one (1) entry only in the Campaign and every cumulative spending of SGD10.00 on Qualifying LTA Transactions using the same Mastercard Card shall earn the Mastercard Cardholder of that Mastercard Card one (1) entry only in the Campaign (which entry shall be referred to as



“Entry”, and “Entries” in the plural). Qualifying POS Transactions of less than ten (10) using the same Mastercard Card and cumulative spending of between SGD0.01 to SGD9.99 on Qualifying LTA Transactions using the same Mastercard Card shall not entitle the Mastercard Cardholder of that Mastercard Card to any Entries. For example:-

- (i) 28 Qualifying POS Transactions made during the Campaign Period using the same Mastercard Card will earn the Mastercard Cardholder of that Mastercard Card 2 Entries only; and
 - (ii) A cumulative spending of SGD109.00 made on Qualifying LTA Transactions during the Campaign Period using the same Mastercard Card will earn the Mastercard Cardholder of that Mastercard Card 10 Entries only.
- (g) Only Qualifying POS Transactions and Qualifying LTA Transactions made using the same Mastercard Card will be accumulated together for the purposes of determining the total number of Entries earned using that Mastercard Card. Qualifying POS Transactions and/or Qualifying LTA Transactions accumulated by a Participant using a Mastercard Card may not be aggregated with or added to the Qualifying POS Transactions and/or Qualifying LTA Transactions accumulated by that Participant using any other Mastercard Card, whether principal/primary card or supplementary card and whether issued by the same Mastercard Issuer or any other Mastercard Issuer. For example, Participant A accumulates 53 Qualifying POS Transactions and spends a cumulative amount of SGD58.00 on Qualifying LTA Transactions using a principal/primary Gold Mastercard Card issued by Singapore Bank A (which earns Participant A 10 Entries under that Mastercard Card) and accumulates 66 Qualifying POS Transactions and spends a cumulative amount of SGD83.00 on Qualifying LTA Transactions using a supplementary Platinum Mastercard Card issued by Singapore Bank A (which earn Participant A 14 Entries under that Mastercard Card) and accumulates 89 Qualifying POS Transactions and spends a cumulative amount of SGD107.50 on Qualifying LTA Transactions using a principal/primary Platinum Mastercard Card issued by Singapore Bank B (which earns Participant A 18 Entries under that Mastercard Card). These Entries cannot be aggregated or accumulated together for the purposes of the Campaign and the Entries earned using each Mastercard Card, whether principal/primary or supplementary and whether issued by the same Mastercard Issuer or otherwise, will be treated as stand-alone for the purposes of eligibility under the Campaign.
- (h) In order to qualify as a Qualifying POS Transaction or a Qualifying LTA Transaction, the Qualifying POS Transaction and the Qualifying LTA Transaction must be successfully posted to the Participant’s Mastercard Card account within the Campaign Period.
- (i) Any determination by Mastercard or the relevant Mastercard Issuer as to (i) what constitutes a Qualifying POS Transaction and a Qualifying LTA Transaction; (ii) the total number of Qualifying POS Transactions accumulated under a Mastercard Card and the total amount spent on Qualifying LTA Transactions under a Mastercard Card; and (iii) the total number of Entries earned under a Mastercard Card, shall be conclusive and binding on Participants.
- (j) Prior to participating in the Campaign, Mastercard Cardholders should check with the issuer of their Mastercard Cards on whether Qualifying POS Transactions and Qualifying LTA Transactions made using their Mastercard Cards will be eligible under the Campaign. Subject always to these terms and conditions, Qualifying POS Transactions and Qualifying



LTA Transactions made using a Mastercard Card will be eligible under the Campaign if and only if the issuer of that Mastercard Card is a Mastercard Issuer.

3. **Mastercard Cardholder's Obligations**

By participating in the Campaign, you agree:

- (a) to these terms and conditions, including terms relating to Mastercard's liability in respect of the Campaign;
- (b) that you represent only yourself here and no other person;
- (c) that you are 21 years of age at the point of commencement of the Campaign Period;
- (d) to provide accurate information to Mastercard, including, but not limited to, information required to participate for the Campaign;
- (e) that you will not use the Campaign to reproduce, duplicate, copy, sell, resell, distribute, publish or exploit for any commercial purpose the products or services provided or offered by Mastercard or obtained through the Campaign without obtaining the express, prior written consent of Mastercard. This restriction includes any attempt to incorporate any information from the Campaign into any other directory, media, product or service;
- (f) that you will not use the Campaign for any purpose that is unlawful or prohibited by these terms and conditions;
- (g) that Mastercard shall not be liable for and accepts no responsibility for late, lost, rejected, blocked, undelivered or misdirected Qualifying POS Transactions, Qualifying LTA Transactions, entries, registrations, notifications and other correspondence, including, without limitation, Qualifying POS Transactions, Qualifying LTA Transactions, entries, registrations, notifications and correspondence not recorded or received due to the malfunction of any device, software application, machine, equipment, computer, computer server or network, however described, or Qualifying POS Transactions, Qualifying LTA Transactions, entries, registrations, notifications or correspondence which are lost in the course of transmission or delivery;
- (h) that all selections and/or decisions made by Mastercard or its appointed representative agency in relation to the Campaign (including, without limitation, the determination of the number of Entries earned under each Mastercard Card and the selection of the winners) will be final and conclusive. No enquiries or complaints will be entertained;
- (i) that there will be up to ten (10) winners only under the Campaign and that each winner is only entitled to win one (1) Prize;
- (j) that, if selected as a winner, in order to qualify for the Prize, you and your Companion (as defined in clause 5(b)(ii) below) must sign a release and waiver form in favour of Mastercard in such form and content as shall be required by Mastercard;
- (k) that it is your responsibility to contact the issuer of your Mastercard Card to check whether Qualifying POS Transactions and Qualifying LTA Transactions made using your Mastercard Card will be eligible under the Campaign prior to your participation in the Campaign and Mastercard shall not be liable and you shall not have any claim against Mastercard in the



event any Qualifying POS Transactions and/or Qualifying LTA Transactions made by you using your Mastercard Card are not eligible under the Campaign or Mastercard is unable to obtain or procure your Campaign Data (as defined in clause 4(a) below) from your Mastercard Issuer or your Mastercard Issuer otherwise fails to provide your required Campaign Data to Mastercard for any reason.

4. Winner Selection and Notification

(a) After the end of the Campaign Period, Mastercard will utilize the following information (collectively the “**Campaign Data**”) provided by each Mastercard Issuer to rank and determine the provisional winners of the Campaign pursuant to clause 4(b) below:-

- (i) the unique identifying numbers (“**Unique Numbers**”) representing each of the fifteen (15) Mastercard Cards issued by that Mastercard Issuer with the highest number of Entries earned using those Mastercard Cards during the Campaign Period; and
- (ii) the number of Entries earned using each of these fifteen (15) Mastercard Cards during the Campaign Period.

Mastercard will not be verifying the accuracy or completeness of the Campaign Data. It will be the sole responsibility of each Mastercard Issuer to provide accurate and complete Campaign Data. In determining the provisional winners and the winners under the Campaign, Mastercard will rely on the Campaign Data as is. In the event any Mastercard Issuer fails or refuses to provide the required Campaign Data to Mastercard for any reason, the Participants who used Mastercard Card(s) issued by that Mastercard Issuer to make Qualifying POS Transactions and/or Qualifying LTA Transactions will be disqualified from the Campaign. Any Participant who is so disqualified shall not have any claim whatsoever against Mastercard.

(b) After receiving the Campaign Data, Mastercard will collate the Campaign Data and rank the Unique Numbers received based on the total number of Entries earned using the Mastercard Cards represented by these Unique Numbers, from the highest number of Entries to the lowest number of Entries (“**Ranking Process**”). For example, the Unique Number with the highest number of Entries earned amongst all Unique Numbers received (across all Mastercard Issuers) will be ranked number 1, the Unique Number with the second highest number of Entries earned amongst all Unique Numbers received (across all Mastercard Issuers) will be ranked number 2 and so on and so forth.

(c) The Mastercard Cardholders of the fifteen (15) Mastercard Cards represented by the fifteen (15) Unique Numbers with the highest number of Entries earned based on the Campaign Data (that is, those Unique Numbers ranked from number 1 to number 15 pursuant to the Ranking Process) will be the provisional winners of the Campaign (“**Provisional Winners**”).

(d) After completion of the Ranking Process and the determination of the Provisional Winners, Mastercard will notify the relevant Mastercard Issuer(s) that the Mastercard Cardholder(s) of the Mastercard Card(s) represented by the Unique Numbers ranked from number 1 to number 15 pursuant to the Ranking Process, which Mastercard Card(s) is(are) issued by that Mastercard Issuer(s), is(are) the Provisional Winner(s) of the Campaign.

(e) After receiving the Unique Number(s) representing the Mastercard Card(s) of the Provisional Winner(s), the relevant Mastercard Issuer will notify the Provisional Winner(s) that he/she is



a provisional winner under the Campaign and deliver to the Provisional Winner a letter (“**Notification Letter**”) which will set out the manner and timeline within which the Prize is to be collected and redeemed by that Provisional Winner and such other terms as may be stipulated by Mastercard. The contents of the Notification Letter will be provided by Mastercard to the relevant Mastercard Issuer.

- (f) If a Provisional Winner receives more than one (1) Notification Letters each representing different Mastercard Cards held by that Participant, the Unique Numbers of which have been ranked within the top fifteen (15) Unique Numbers under the Ranking Process, that Provisional Winner will only be entitled to claim and receive the Prize under one (1) Notification Letter. The other Notification Letter(s) received by that Participant will not entitle the Participant to claim or receive any Prize and will be deemed null and void and of no effect whatsoever. Each Provisional Winner is only entitled to win once and win one (1) Prize only under the Campaign irrespective of the number of Notification Letters received by that Provisional Winner.
- (g) Each Provisional Winner who (i) has successfully claimed his/her Prize from Mastercard in accordance with the terms stipulated in his/her Notification Letter; and (ii) has signed all documents, releases and/or waivers required by Mastercard; and (iii) has provided all supporting documentation and identification documents required by Mastercard; and (iv) is eligible to win the Prize under these terms and conditions, will be declared the winner (“**Winner**”) of that Prize. There will only be ten (15) Winners under the Campaign.
- (h) If (i) the relevant Mastercard Issuer is unable to contact the Provisional Winner for any reason after five (5) attempts (using reasonable endeavours) and within fourteen (14) days from the date of receipt by that relevant Mastercard Issuer from Mastercard of the Unique Number representing the Mastercard Card of that Provisional Winner; or (ii) any Provisional Winner fails for any reason to collect and/or redeem the Prize in accordance with the terms stipulated in his/her Notification Letter, that Provisional Winner will be disqualified as a provisional winner under the Campaign and will not be entitled to claim or receive the Prize or any other Prize.
- (i) Where any Provisional Winner or Winner (i) has been disqualified from the Campaign; and/or (ii) is not entitled to the Prize; and/or (iii) has had his/her Notification Letter deemed null and void pursuant to the provisions of clause 4(f) above; and/or (iv) has otherwise had his/her Prize forfeited or withdrawn for any reason, Mastercard shall be entitled, at its discretion, to award that Prize to the Participant whose Mastercard Card is represented by the Unique Number with the next highest ranking in the Ranking Process. For example, if the Provisional Winner whose Mastercard Card is represented by the Unique Number ranked number 14 in the Ranking Process is disqualified for any reason, then Mastercard may award the Prize which would have been awarded to that Provisional Winner to the eligible Participant whose Mastercard Card is represented by the Unique Number ranked number 16. This process may be repeated until fifteen (15) Winners have been declared.

5. Prizes

- (a) There will be up to fifteen (15) Winners only of the Campaign. Each Winner of the Campaign will be eligible to receive the following travel package prize (“**Prize**”) to watch the UEFA Champions League Finals football match in Kyiv, Ukraine:
 - (i) return economy class air tickets for two (2) from Singapore to Kyiv, Ukraine on an airline selected by Mastercard;



- (ii) 4 days/3 nights hotel accommodation in Kyiv, Ukraine for two (2) persons on a twin sharing basis at a hotel selected by Mastercard;
 - (iii) Airport transfers in Kyiv, Ukraine;
 - (iv) A full-day sightseeing tour of Kyiv, Ukraine covering renowned landmarks in Kyiv, Ukraine;
 - (v) a hospitality dinner for two (2) persons in Kyiv, Ukraine at a venue selected by Mastercard; and
 - (vi) two (2) tickets to watch the UEFA Champions League Finals football match in Kyiv, Ukraine. The seating for the tickets will be determined by Mastercard.
- (b) Each Winner's eligibility to receive the Prize is subject to the following conditions:
- (i) The Prize fulfilment period will be from 10 March 2018 to 26 May 2018 or during such other period as may be specified by Mastercard from time to time in its absolute discretion;
 - (ii) Each Winner and his/her selected companion who will enjoy the Prize with him/her ("**Companion**") shall be required to sign any additional documentation required by Mastercard, including a release of Mastercard from all claims whatsoever, failing which the Winner will be disqualified and will not be entitled to the Prize;
 - (iii) Changes to itineraries by the Winners are not permitted and may be reviewed on a case-by-case basis at the sole discretion of Mastercard;
 - (iv) Mastercard will not be liable in the event that any Winner and/or his/her Companion is unable to obtain the requisite travel visa from the relevant government authority to travel to Kyiv, Ukraine; and
 - (v) Such other terms and conditions as may be imposed by Mastercard or the provider of the Prize.
- (c) The Prize does not include:
- (i) Airport transfers in Singapore;
 - (ii) Insurance coverage charges;
 - (iii) Visa application fees;
 - (iv) Charges for upgrades or other changes to the components or itinerary of the Prize;
 - (v) Expenses relating to excursions, visiting attractions, amusement and entertainment that is not specifically included in the Prize;
 - (vi) Alcoholic beverages and any a-la-carte meal orders except where specifically included in the Prize; and
 - (vii) Any other expenses incurred by any of the Winners and their Companions. These expenses must be paid by the Winners and their Companions.
- (d) Each Prize and any component thereof cannot be transferred or exchanged or redeemed for cash or any other item in part or in whole, and each Prize or any component or item thereof which is unutilized for any reason whatsoever cannot be exchanged for cash or any other item. No substitution of any Prize (or any component or item of the Prize) is allowed.
- (e) Each Prize may be subject to additional terms and conditions.
- (f) Mastercard may, at its sole discretion, at any time and without prior notice, replace or substitute any Prize or any component or item of any Prize with another component or item of a similar value.



- (g) All out-of-pocket expenses, spending money, meals, travel expenses, accommodation expenses, taxes, travel insurance, surcharges, visas and all other ancillary costs and expenses incurred by each Winner and his/her Companion in collecting, redeeming and using the Prize and each component thereof are the sole responsibility of and shall be borne by the Winner thereof and his/her Companion, except to the extent where specifically stated otherwise in clause 5(a) above.
- (h) All costs and expenses incurred in collecting and redeeming the Prize are the sole responsibility of and shall be borne by the Winner thereof and his/her Companion.
- (i) In connection with the claiming or redeeming of the Prize, Mastercard or Mastercard's appointed agency shall be entitled to request proof from each Winner of (i) him/her being a Mastercard cardholder, and (ii) his/her valid identification, in order for that Winner to redeem the Prize, failing which Mastercard reserves the right to disqualify that Winner and forfeit the Prize awarded to that Winner.
- (j) If (i) any Winner and/or his/her Companion is/are unable to travel to Kyiv, Ukraine on the specified travel date for any reason; or (ii) any Winner is unable to or does not comply with any of these Terms and Conditions, that Winner will be disqualified from the Campaign and have his/her Prize forfeited.

6. **Photography consent**

Each Winner consents to Mastercard and its parent companies, subsidiaries, affiliates, licensees, successors, assigns and contractors filming or otherwise recording the Winner's appearance, poses, voice and statements, and editing such recordings (collectively "**Footage**") for the purposes of participating in the Campaign, redeeming and using the Prize and to publicize the Mastercard brand. Such purpose includes use of Footage in advertising materials in forums promoting the Campaign, the Winner's usage of the Prize including on social media forums. Each Winner agrees that Mastercard may use the Footage or a reproduction of it, in whole or in part, and/or the Winner's name, voice, likeness and any biographical material which the Winner may provide, in connection with the use of the Footage. The Winner further agrees that Mastercard and Mastercard's appointed agency in its sole discretion, may edit, modify, add to, delete from or change the Footage. Each Winner also acknowledges and agrees that Mastercard shall have no obligation to use the Footage or the Winner's name in any manner. Each Winner hereby releases Mastercard from any right the Winner may have in connection with the use of the Footage and the Winner's name. Each Winner shall not own any rights in the Footage, and each Winner acknowledges that Mastercard shall be the sole owner of it and any proceeds derived from it. Each Winner represents that any statements made by the Winner during the Footage are true, to the best of the Winner's knowledge, and that neither they nor the Winner's appearance will violate or infringe upon the rights of any third party, nor give rise to any claim. Each Winner hereby releases Mastercard, its contractors and their respective parent companies, subsidiaries, affiliates, licensees, successors and assigns, from any claim of any kind or nature whatsoever arising from the use of the Footage, including, but not limited to, those based upon "moral rights" (which, to the extent such "moral rights" may not be assigned to Mastercard, are expressly waived by the Winner), defamation (including libel and slander), invasion of privacy, right of publicity, copyright, or any other personal and/or property rights (collectively "**Claims**") and agree that the Winner will not now, or in the future, assert or maintain any Claims against Mastercard, its contractors or their respective parent companies, subsidiaries, affiliates, licensees, successors or assigns. Each Winner hereby waives any right of inspection or approval of the Winner's appearance or the uses to which the Footage may be put. Each Winner acknowledges that Mastercard will rely on this permission potentially, at substantial cost to



Mastercard, and hereby agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted under these Terms and Conditions.

7. In connection with conducting the Campaign, Mastercard will be using Campaign Data to administer the Campaign and select the Winners of the Campaign. Mastercard will also be transferring the Campaign Data that meet the Campaign eligibility criteria to the bank that issued your payment card for the purpose of contacting the Winners.

If you would like to (i) obtain more information on how we process your personal data or to access your personal data; (ii) rectify or delete any personal data relating to you; (iii) withdraw your consent given for certain types of data processing; or (iv) if you have any questions, comments or concerns about our privacy practices, please contact us through our website or by addressing your mail to:

Privacy & Data Usage Officer
Mastercard Asia/Pacific Pte Ltd

8. **Warranties and Liability**

(a) Mastercard, Mastercard International Inc., their respective subsidiaries, affiliates and associated companies/entities and agencies (collectively the “**Mastercard Group**”) do not assume any responsibility for:

- (i) any of the Prizes offered under the Campaign;
- (ii) any products and services offered under the Campaign or related to or connected with any Prize or any component or item thereof;
- (iii) the failure of any electronic communications in relation to delivery and/or receipt of entries, registrations, Winner notifications and other notifications and communications whatsoever;
- (iv) any entry, email, mail, letter, registration, submission or phone call that is lost, late, misdirected, intercepted, undelivered, rejected, blocked, deleted or otherwise not received for any reason whatsoever, as the case may be; and
- (v) any Qualifying POS Transaction or Qualifying LTA Transaction that is not posted to the relevant Participant’s Mastercard Card account for any reason.

(b) Under no circumstances shall the inclusion of:

- (i) the Prizes offered under the Campaign; or
- (ii) any product or service offered under the Campaign or related to or connected with any Prize or any component or item thereof,

be construed as an endorsement or recommendation of such Prize or product or service by the Mastercard Group.

(c) No representation or warranty of any kind is given by the Mastercard Group as to the Prizes offered under the Campaign and any component or item thereof and any and all liability of any kind whatsoever in respect thereof is excluded to the fullest extent permissible by applicable law. In the event legislation mandates conditions or warranties which cannot be excluded, restricted or modified except to a limited extent, then to the extent permitted by law, the Mastercard Group’s liability is limited to, at its option:

- (i) the replacement of the Prize or the supply of an equivalent prize; or
- (ii) the payment, if it does not contravene any law, of the cost of the replacement or supply.



- (d) The providers/suppliers of the Prizes and the providers/suppliers of any other products and services offered under the Campaign or related to or connected with the Prizes or any component or item thereof and the organizers, promoters and managers of the Prizes are not agents, contractors, employees, servants, consultants or affiliates of the Mastercard Group.
- (e) All risks associated with (i) the collection, use and redemption of the Prizes or any component or item thereof, (ii) the travel to and from any cities and venues associated with the Prizes or any component or item thereof, and (iii) attending any performances, shows, venues, matches or any other events related to or connected with the Prizes shall be assumed by the Winners thereof and their Companions.
- (f) To the fullest extent permitted by applicable law, each Participant and each Winner shall not have any claim whatsoever against any member of the Mastercard Group and their respective directors, officers, employees and agents in respect of any action, proceeding, judgment, damage or loss (including, without limitation, incidental, punitive, consequential, special, direct or indirect damages, loss of profits, loss of business, loss of business opportunity or economic loss), expense, injury (including, without limitation, death or personal injury), damage to property or liability suffered or incurred by the Participant or the Winner (including any Companion of the Winner) or any other person arising directly or indirectly from or in connection with:
 - (i) such Participant's or Winner's participation in the Campaign;
 - (ii) the collection, receipt, redemption, use or misuse of any Prize or any component or item thereof by the Winner thereof and/or his/her Companion;
 - (iii) the travel to and from the cities, locations, venues or events relating to the Campaign or the Prizes or any component or item thereof;
 - (iv) attendance at the cities, venues or events relating to the Campaign or the Prizes or any component or item thereof; and/or
 - (v) attending any performances, shows, venues, matches or other events related to or connected with the Campaign or the Prizes.
- (g) Each Participant in the Campaign shall indemnify and hold the Mastercard Group and their respective directors, officers, employees and agents harmless from and against any and all claims (including, without limitation, claims for negligence), liabilities, suits, damages, judgments, costs and expenses (including, without limitation, attorney's fees) and all losses and expenses resulting or arising from or connected with any claims or actions by any third parties against the Mastercard Group or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such Participant, including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such Participant.
- (h) The Mastercard Group and their respective directors, officers, employees and agents shall not be liable to the Winners nor to their Companions or any other person for any deficiency, delay, omission or failure related to or connected with the Prizes or the fulfillment thereof or the performances, shows, venues, matches or other events related to or connected with the Prizes including, but not limited to, the cancellation, rescheduling or disruption of any performance, show, venue, match or any other event related to or connection with the Prizes for any reason whatsoever.
- (i) The Mastercard Group and their respective directors, officers, employees and agents shall not, to the fullest extent permissible by applicable law, be liable in any way whatsoever in respect of any of the following:-



- (i) lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted Qualifying POS Transactions, Qualifying LTA Transactions, entries, notifications, registrations, submissions, emails, mails or phone calls;
 - (ii) any Prize that is damaged, defaced, illegible, lost, stolen, misdirected or otherwise not used;
 - (iii) inaccurate information provided by the Participant or any Mastercard Issuer, howsoever caused;
 - (iv) any amount charged to a Participant's Mastercard Card account in the course of entering into or participating in the Campaign, including, without limitation, in respect of the accumulation of the Qualifying POS Transactions and the Qualifying LTA Transactions;
 - (v) the suspension, cancellation or termination of the Campaign for any reason whatsoever;
 - (vi) virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention in any part of the entry process, the participation process, the winners' selection process, winner notification process or the operation or administration of the Campaign;
 - (vii) technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;
 - (viii) non-receipt of entries, registrations, notifications, submissions, emails, mails or phone calls;
 - (ix) lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted Qualifying POS Transactions or Qualifying LTA Transactions or Qualifying POS Transactions or Qualifying LTA Transactions which are not posted to the Participant's Mastercard Card account within the Campaign Period; and
 - (x) any action, proceeding, judgment, liability, loss, injury, claim or damage (including, but not limited to, incidental, punitive, consequential, special, direct or indirect damages or losses, loss of profits, loss of business, loss of business opportunity, economic loss), expense, death and personal injury incurred or suffered by any Participant, Winner or any other person which may be caused, directly or indirectly, in whole or in part, from (i) any participation in the Campaign; (ii) the collection, receipt, redemption, use or misuse of the Prize or any component or item thereof; (iii) attendance at the cities, venues or events relating to the Campaign or the Prize; or (iv) the travel to and from the cities, locations, venues or events relating to the Campaign or the Prize or any component or item thereof.
- (j) Mastercard's records of all matters related to or connected with the Campaign shall be conclusive and binding on the Participants. Mastercard's decision on all matters relating to or connected with the Campaign shall be final and binding on the Participants.
- (k) Mastercard accepts no responsibility for any tax implications that may arise from any Prizes or any component or item thereof or the claiming, redemption and use thereof. Any tax filing obligation or any tax payment due to any authority as a result of the redemption, receipt or use of the Prize or any component or item thereof remains the sole responsibility of the Winner thereof. It is the responsibility of each Winner to seek independent advice on the possible implications this may have on his/her own financial situation.
- (l) Mastercard reserves the right to discontinue the Campaign at any time during the Campaign Period and in which case the Participants shall not have any claim whatsoever against Mastercard and/or the Mastercard Group.

9. Publicity



Each Winner and his/her Companion may be required to participate in publicity programs which Mastercard may from time to time organize in connection with the Campaign and the Prizes and if so, such Winner and his/her Companion must attend such functions. Costs and expenses incurred by a Winner and his/her Companion, if any, in attending such functions shall be borne by the Winner and his/her Companion.

10. Force Majeure

In the event Mastercard is prevented from continuing with the Campaign or the integrity and/or feasibility of the Campaign is undermined by any event beyond the control of Mastercard, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, government embargoes, infection by computer virus, unauthorized intervention, breakdown in machinery or equipment, technical failures or other cause not reasonably within the control of Mastercard, Mastercard shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Campaign without any further obligation.

11. Variation

The foregoing terms and conditions may be changed, varied, modified and/or deleted by Mastercard in its sole and absolute discretion at any time and from time to time without any prior notice to Mastercard Cardholders or to any other person and by participating in the Campaign each Participant irrevocably and unconditionally accepts any such changes, variations, modifications and deletions.

12. Governing Law

These terms and conditions are governed by the laws of Singapore. Each Participant submits to the jurisdiction of the courts of Singapore in respect of all matters connected with these terms and conditions and the Campaign. In case of any dispute in relation to the Campaign, Mastercard's decision shall be final and binding.

13. Severance

If any of the provisions of these terms and conditions becomes or is invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and such invalid, illegal or unenforceable provisions shall be deemed severed from these terms and conditions and Mastercard shall be entitled to replace such severed provisions with such other provisions as it may deem fit.

14. The headings to the clauses of these Terms and Conditions shall not be taken into consideration in the interpretation or construction thereof or of these Terms and Conditions.

15. Please continue to visit <https://www.mastercard.com.sg/en-sg/consumers/offers-promotions/contactless-offers/terms-and-conditions.html> to get an update on these terms and conditions of the Campaign.

16. In the event of any inconsistency between the English language version of these terms and conditions and any other language version, the English language version shall prevail.

End