# Terms & Conditions of "Stand a chance to win a Dyson V11<sup>™</sup> Absolute cord-free vacuum cleaner with every payment using OCBC Pay Anyone<sup>™</sup>" ("Promotion")

## ELIGIBILITY:

- 1. This Promotion is open to all existing AXS customers, who make Qualifying Transaction (as defined in Clause 6) on Participating Channel (as defined in Clause 4) ("Eligible Customer").
- 2. Staff of OCBC Bank ("OCBC") involved in organising, promoting or conducting this Promotion, and staff of AXS Pte Ltd ("AXS") and their spouses (if applicable) are not eligible to participate in the Promotion.
- 3. AXS may from time to time in its absolute discretion decide on the eligibility for participation in the Promotion.

# PARTICIPATING CHANNEL:

4. Only OCBC Pay Anyone<sup>™</sup> payment performed on AXS m-Station will qualify for the Promotion ("Participating Channel").

## **PROMOTION PERIOD:**

5. The Promotion shall commence from 1 October 2019 to 31 January 2020, both dates inclusive ("Promotion Period").

## QUALIFYING TRANSACTION AND CHANCE ALLOCATION:

- 6. Eligible Customers must successfully perform a transaction, regardless of amount, using OCBC Pay Anyone<sup>™</sup> as the payment mode on the Participating Channel during the Promotion Period to be eligible for the Promotion ("Qualifying Transaction").
- 7. Chances allocation for Qualifying Transaction are as follows:

Services	Chance Allocation
Payment of Bills	1 bill = 1 chance
Excludes the following services <ul> <li>IRAS (General)</li> </ul>	(limited to 1 chance per unique bill per month during the Promotion Period)
Payment of Top Up	
Excludes the following services <ul> <li>Alipay Purchase Card</li> </ul>	1 transaction = 1 chance
Payment of eServices	
<ul> <li>Excludes the following services</li> <li>HDB – Parking Fines (Government)</li> <li>LTA (Government)</li> <li>MINDEF (Government)</li> <li>NEA – Fines (Government)</li> <li>NParks/AVS – Camping Permit Application (Government)</li> <li>NParks/AVS – Fines (Government)</li> </ul>	1 bill = 1 chance (limited to 1 chance per unique bill per month during the Promotion Period)

SFA – Composition Fines     (Government)	
Payment of Others	1 bill = 1 chance (limited to 1 chance per unique bill per month during the Promotion Period)
<ul> <li>Purchase of Insurance (on Marketplace)</li> <li>Excludes the following services</li> <li>FWD Travel Insurance</li> <li>FWD Maid Insurance</li> <li>FWD Home Insurance</li> </ul>	1 transaction = 1 chance
FWD Car Insurance (Car & Commercial)	

- 8. Payments of Services which are not listed in Clause 7 are not eligible for the Promotion.
- 9. There is no limit to the number of chances Eligible Customer may be allocated during the Promotion Period across the Participating Channel.
- 10. Draw chances are accumulative throughout the Promotion Period.
- 11. Draw chances accumulated are non-transferable and cannot be combined with draw chances accumulated by any other Eligible Customer.

#### PRIZE:

- 12. There will be four (4) sets of Dyson V11<sup>™</sup> Absolute cord-free vacuum cleaner, worth S\$999 each ("Prize") to be given away for the Promotion.
- 13. Each winner may only win one (1) Prize for the Promotion.
- 14. The Prize is non-exchangeable, non-transferable and non-redeemable for cash, credit or any other prizes and other items in part or whole.
- 15. AXS reserves the right to replace or substitute the Prize with another item of similar value at any time and without prior notice.
- 16. The winner and/or any other persons who benefit from the Prize accept and enjoy the Prize at their own risk. AXS shall not be responsible or liable for any defect or malfunction in the Prize and/or for any loss, injury, damage or harm suffered or incurred or in connection with the receipt, use or enjoyment of the Prize by any person.
- 17. AXS makes no warranties or representations whatsoever as to the quality of fitness for purpose or any other implied terms and conditions with respect to the Prize.

## CONDUCT OF DRAW:

- 18. The Draw will be conducted at 53 Mohamed Sultan Road #01-K1 Sultan Link Singapore 238993 (or such other venue as may be determined by AXS) on 10 February 2020 (Monday) at 10.30am.
- 19. Four (4) winners and ten (10) reserve winners will be selected.

- 20. The winners and reserve winners will be selected at random by means of a computerized or electronic system. The reserve winners are drawn to replace any winner subsequently disqualified.
- 21. All winners will be contacted through phone. AXS will attempt to make at least two (2) phone calls a day for three (3) consecutive working days to the winner, from phone number (+65) 6560 2727, to obtain their full particulars for verification purposes. In the event that AXS is unable to contact a winner within this period, AXS will choose an eventual winner from the reserve winner list.
- 22. Eligible Customer with special needs, such as hearing or speech disability, may contact AXS at <u>www.axs.com.sg</u> > Contact Us to inform on their preferred contact method (such as SMS) for the Promotion. If they are the eventual winners, AXS will contact them based on their preferred contact method for verification purposes.
- 23. AXS's decision as to the winners and reserve winners of the Promotion shall be final and conclusive.

## PRIZE COLLECTON:

- 24. Winners shall collect their Prize within the collection period and at the appointed venue specified by AXS and shall comply with any instructions specified by AXS. In the event a winner fails to collect the Prize within the stipulated collection period and/or fails to comply with any other instructions or conditions specified by AXS, the Prize may be forfeited at AXS' absolute discretion.
- 25. AXS may donate any forfeited Prize(s) to a charitable organization of AXS' choice.

#### GENERAL:

- 26. The winners of the Promotion will be announced on AXS website (www.axs.com.sg).
- 27. AXS reserves the right to use the names and pictures/photographs of the winners in any advertising and/or promotional materials and/or on AXS website without prior notice, or otherwise engage the winners in any form of publicity for AXS.
- 28. AXS reserves the right to partially or completely cancel, terminate or suspend the Promotion for any reason without any liability whatsoever.
- 29. AXS's decision on all matters pertaining to the Promotion is final and binding. No further correspondence regarding the Promotion, these Terms or any decision made by AXS in connection therewith and/or the results will be entertained. AXS reserves its absolute right to determine an outcome and act as it deems fit in any dispute and/or issues relating thereto.
- 30. AXS shall not be liable to any person in any way for any loss or damage howsoever arising from or in connection with the Promotion and/or any of the Prizes.
- 31. AXS reserves the right at any time to amend or delete these Terms and/or any of the instructions or explanations at its sole discretion without prior notice. Any such changes shall be binding and will take effect immediately upon such amendment, change or deletion. Participation in this Promotion shall constitute acceptance of these Terms and any amendment(s) thereof.

- 32. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the Promotion, these terms and conditions shall prevail.
- 33. These terms and conditions are governed by Singapore law and the Eligible Customers agree to submit to the exclusive jurisdiction of the Singapore Courts.
- 34. A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any of these terms and conditions and notwithstanding any terms herein, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of the Promotion.

# PERSONAL DATA PROTECTION ACT

35. The Eligible Customers consent under the Personal Data Protection Act (Cap 26 of 2012) ("Act") to the collection, use and disclosure of the Eligible Customers' personal data by/to the organisers, promoters or conductors of the Promotion and such other third party for the purpose of the Promotion and the Eligible Customers confirm that they have read and agree to be bound by the terms of the AXS Privacy Policy, as may be amended, supplemented and/or substituted by AXS from time to time, a copy of which can be found at <u>www.axs.com.sg</u>.