



## **Shop&Dine@SMRT - Celebrate Love @ Esplanade Xchange (the “Campaign”)**

6 Feb 2012 – 29 FEB 2012

### **Terms & Conditions**

The following terms and conditions and all subsequent revisions or amendments thereafter made from time to time by SMRT shall apply to the Campaign. The term “SMRT” where used hereinafter shall refer to SMRT Investments Pte Ltd unless where the context otherwise requires.

The Campaign period will be from 6 Feb – 29 Feb 2012 (the “**Campaign Period**”). SMRT reserves the right at its sole discretion, to suspend, postpone or terminate the Campaign, shorten and/or extend the duration of the Campaign Period and/or amend, modify, delete, replace or revise the terms and conditions of the Campaign, without any prior notification to any person and without incurring any liability to any party whatsoever.

### **1 Eligibility**

- 1.1 Anyone who shops (“Shopper”) at the participating SMRT retail outlets (located in the participating stations) during the Campaign Period may participate on the terms and conditions set out herein.
- 1.2 The following persons are not eligible to participate in the Campaign:
  - a) Employees of SMRT Corporation Ltd and/or its related corporations (as defined in the Companies Act) and their immediate family members and/or relatives living in the same household;
  - b) All participating retailers, advertising and promotion agencies for the Draws and their affiliates and subsidiaries;
  - c) Employees of 1.2(b) and their immediate family members and/or relatives living in the same household.
- 1.3 A Shopper’s failure to provide true, correct and accurate information when participating in the Campaign will automatically disqualify the Shopper from the Campaign.
- 1.4 A Shopper who spends a minimum of S\$60, at any one of the participating retail outlets and submits to SMRT relevant original receipt(s) evidencing such expenditure (subject to a maximum combination of 4 receipts per shopper) from 6 - 29 Feb 2012 will be entitled to redeem a \$5 Xchange voucher.
- 1.5 If a Shopper is also a PA and Citibank-SMRT Platinum cardholders, the Shopper needs to spend a minimum of S\$50 in order to qualify to redeem to redeem the \$5 Xchange voucher. The PA and Citibank – SMRT Platinum Card must be presented to qualify for the redemption.
- 1.6 Daily redemption by shoppers consisting of SMRT Xchange voucher shall be made from 6 – 29 Feb 2012. Redemption is on a first-come, first-served basis, limited to first 500 redemptions, at Esplanade Xchange from 12pm to 3pm, Mondays to Fridays.



- 1.7 At no time shall a Shopper be entitled to submit the same receipt more than once when making any submission under the Redemption. Shopper cannot combine receipts from different Xchanges or stations. Any receipts for (a) purchases made with vouchers (whether for full or partial payment) (b) payments made on machines such as AXS, SAM or ATMs (c) payments for banking services or banking transactions/pawn broking services/alcohol and tobacco/forex or travelers cheque transaction and/or (d) payments made at short term events/road shows at the SMRT retail outlet is not valid for use in the Campaign.
- 1.8 All Forms and the contents therein shall become the sole property of SMRT and each Shopper's participation in the Campaign shall constitute the Shopper's irrevocable agreement to allow SMRT to use any or all of the personal data provided by such Shopper for all or any future promotional, marketing and publicity events conducted by SMRT and/or for developing mailing lists which may be used by SMRT's business partners to inform the Shoppers of any future promotions or offers.

## **2 Redemption prizes**

- 2.1 All prizes under the Campaign are non-refundable and non-transferable. SMRT shall have the right at its sole discretion and without prior notice to replace, change or substitute any prize(s) with one of similar value. No prize may be exchanged for cash or other goods and services.
- 2.2 All redemption items are not transferable, exchangeable for cash or kind or extendable in validity. SMRT shall have the right at all times to replace, change or substitute any of the aforementioned with one of similar value in the event of the unavailability.
- 2.3 In consideration of SMRT providing the prizes under the Campaign, the Shoppers acknowledge and agree to be bound by all terms and conditions imposed by SMRT and/or its Related Companies (as defined in the Companies Act) as well as by any third parties governing the use of the prizes.

## **3 Limitation of Liability**

- 3.1 All participants in the Campaign hereby agree to release, discharge and hold harmless SMRT from any and all claims including, without limitation, claims for slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort and damages arising from or in any way relating to their participation in the Campaign.
- 3.2 All participants in the Campaign agree that neither SMRT or its Related Companies (as defined in the Companies Act) or affiliates nor any of their employees, directors, officers, agents and assignees shall be liable in any way for, and shall be indemnified and held harmless fully and effectively by each Shopper against, any and all injuries, losses or damages to property or person of any kind, including death, claims, actions, proceedings and other liability arising out of or caused in whole or in part, directly or indirectly, by the acceptance, possession, use or misuse of the prizes or participation in the Campaign.
- 3.3 Neither SMRT or its Related Companies (as defined in the Companies Act) or affiliates nor any of their employees, directors, officers, agents and assignees shall in any way be responsible or



liable for any lost, late, mechanically duplicated, illegible, incomplete, mutilated, tampered, damaged, corrupted or misdirected Forms (as applicable). Further, SMRT shall not be liable in any way for the relevant original receipt(s) not received in time for the redemption, or any relevant original receipt(s) received after the Campaign Period [29 Feb 2012] as a consequence of any delay, interruption or failure in submission relevant original receipt(s) to SMRT for whatever reason or any combination thereof which may prevent or limit a shopper's ability to participate in the redemption.

- 3.4 SMRT shall not be liable for any losses, costs, expenses, fees or damages arising out of or in connection with the Campaign or any activity related thereto, including without limitation, any breakdown or malfunction of any computer system or equipment, any third party claims, actions, omissions, misrepresentation and/or fraud and any errors in relation to the Campaign.
- 3.5 Upon the issue of any Prizes to a Shopper, neither SMRT, SMRT's parent company, SMRT Corporation Ltd's subsidiaries nor their employees, directors, officers, agents and assignee nor any participating retailer in the Campaign shall be responsible or liable in any way to any person for any duplicated, illegible, incomplete, mutilated, tampered, damaged, corrupted or misdirected Prizes
- 3.6 SMRT shall not at any time or in any circumstances be responsible or held liable for (a) any non-acceptance, non-performance or the standard of performance by any third parties in respect of any prize or (b) the quality of the prizes.
- 3.7 SMRT maintains the right at its sole and absolute discretion to effect forfeitures of any prizes or disqualification of any individual from the Draw.

#### **4 General**

- 4.1 SMRT reserves the right at its sole discretion to postpone, suspend, cancel or limit the Campaign at any time upon the occurrence of any event(s) or circumstances beyond their control which hinder, prevent or affect (or may likely to have such effect) the fulfillment of the terms of the Campaign including, without limitation acts of God, natural disasters or catastrophes, riots or wars (whether declared or not), terrorist activities, epidemics, health threats, quarantine requirements, change of any applicable laws and issuance of new application laws.
- 4.2 By participation in the Campaign, each participant agrees to be bound by these terms and conditions or such other rules and regulations as imposed by SMRT. Each participant shall also be deemed to submit to all decisions of SMRT, which shall be final and binding on all matters relating to the Campaign.
- 4.3 It is each participant's responsibility to give SMRT current, complete, truthful and accurate information and to keep the information that you provided to SMRT up to date. SMRT cannot and shall not be responsible for any problems, consequences or liability that may arise whether directly or indirectly as a result of any failure to give SMRT accurate, truthful or complete information.
- 4.4 SMRT shall have the right to use pictures and photographs taken in relation to or in connection with or arising from the Campaign and to disclose and publish the name and any other particulars of all or any winners for publicity purposes and each participant who is a winner shall consent, co-



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operate and participate fully in the activities organized by SMRT for these purposes, without any payment, fee or compensation whatsoever.

- 4.5 The Campaign shall in all respects, be governed by the laws of Singapore. These terms and conditions are not intended to confer rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act (Cap 53B) or otherwise, and no third party shall have any right to enforce any provision of these terms and conditions.