

## **Esplanade Launch (the “Campaign”)**

08 JULY – 31 AUGUST 2010

### **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 will consist of the following:

- (a) The Lucky Draws which shall refer to the two lucky draws held by SMRT in August and September 2010; and
- (b) The Voucher Redemption where eligible participants in the Campaign may redeem vouchers offered by SMRT’s tenants subject to a minimum spending at Esplanade Xchange (the “Xchange”).

The Campaign period will be from 08 July – 31 August 2010 (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 Notwithstanding anything herein, 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);
  - b) All retailers and tenants participating in the Campaign as well as their affiliates and subsidiaries;
  - c) Advertising and promotion agencies for the Campaign.

#### Eligibility for the Lucky Draws

- 1.2 Subject to Clause 1.1, anyone who shops (“Shopper”) at the Xchange during the Campaign Period may participate in the Lucky Draws on the terms and conditions set out herein.
- 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 Lucky Draws.
- 1.4 Each Shopper who spends a minimum of S\$30 each, subject to a maximum combination of three (3) accumulated same-day receipts per shopper and submits to SMRT (i) a duly completed and valid redemption form (“Form”) together with (ii) the relevant original

receipt(s) evidencing such expenditure will be entitled to one (1) chance in the Lucky Draws.

- 1.5 Citi-SMRT Platinum Visa Cardholders will be entitled to double the number of chances in the Lucky Draws provided the Cardholders presents their Citi-SMRT Platinum Visa cards in person at the redemption booth located at the Xchange.

Eligibility for the Voucher Redemption

- 1.6 Subject to Clause 1.1, each shopper who spends a minimum of S\$50 each, subject to a maximum combination of three (3) accumulated same-day receipts per shopper and submits to SMRT (i) a duly completed and valid redemption form (“Form”) together with (ii) the relevant original receipt(s) evidencing such expenditure will be entitled to vouchers which can be used solely at the Xchange (the “Vouchers”).
- 1.7 For both the Lucky Draws and Voucher Redemption, 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 banks or pawn broking services and/or (c) payments made at short term events/road shows at the Xchange cannot be used.
- 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 and all of the personal data provided by such Shopper for all and 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 Lucky Draws and Voucher Redemption**

Lucky Draws

- 2.1 The prizes for the August Lucky Draw and September Lucky Draw are as follow:

Event	Prize	Number of Winners
August Lucky Draw	1. Apple iPad x 1 2. Flip Mino HD™ (2 hours) x 1 3. Seagate FreeAgent GoFlex Ultra-Portable Drive (500GB) x 4	1 1 4
September Lucky Draw	1. Apple iPad x 1 2. Flip Mino HD™ (2 hours) x 1 3. 3M™ MPro150 Pocket Projector x 1 4. Seagate FreeAgent GoFlex Ultra-Portable Drive (500GB) x 4	1 1 1 4

## Voucher Redemption

2.2 The Vouchers can only be used at the Xchange and at the respective retailers (per the list below) who had provided the Vouchers:

- a) Polar Puff & Cakes
- b) Red Mango
- c) Coffee 2 go
- d) EC House
- e) The Royals
- f) City Tour
- g) Juzz1 @ Xchange
- h) Bread of Life Bakery
- i) Burger King
- j) Sarpino's Express
- k) Eskimo Café & Fruit Dessert Bar
- l) Go Go Franks

2.3 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.

2.4 In consideration of SMRT providing the prizes under the Lucky Draw and/or the Vouchers, 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.

2.5 Any request for the extension of the validity period of the Vouchers shall not be entertained. More than one Voucher may be used on the same occasion if so permitted by the respective retailer but there shall not be any refund if the cost of the purchase is less than the aggregate value of the Vouchers.

### **3 Conduct of the Lucky Draws**

- 3.1 The computerized August Lucky Draw will be held at Esplanade Xchange on 19 August 2010 at 1230pm. The computerized September Lucky Draw will be held at Esplanade Xchange on 16 September 2010 at 1230pm.
- 3.2 For each of the Lucky Draws, SMRT shall have the right to draw reserve “winners” in the event that the winner is disqualified.
- 3.3 In all circumstances, SMRT’s decisions shall be final, binding and conclusive. SMRT shall not in any way be obliged to provide any reasons or evidence for its decisions and no correspondence will be entertained.
- 3.4 All winners of the lucky draws will be notified by phone via the contact number they had registered with under the Campaign, and by mail.
- 3.5 All prizes which remain unclaimed within two (2) months from the respective Lucky Draw dates for any reason whatsoever may be donated to a charity chosen at the sole discretion of SMRT and no claims whatsoever (whether for the prize, payment or compensation) shall be entertained.

## **4 Limitation of Liability**

- 4.1 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.
- 4.2 All participants in the Campaign agree that neither SMRT, SMRT's parent company, SMRT Corporation Ltd's subsidiaries and 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.
- 4.3 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). Forms and/or relevant original receipt(s) not received in time for the Lucky Draw, or any Forms and/or relevant original receipt(s) received after the Promotion Qualifying Period as a consequence of any delay, interruption or failure in submission of Forms and/or relevant original receipt(s) to SMRT for whatever reason or any combination thereof may prevent or limit a shopper's ability to participate in the Lucky Draw and SMRT shall not be in anyway liable.
- 4.4 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 computing the Lucky Draws' chances.
- 4.5 Upon the issue of any Vouchers 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, expired or misdirected Vouchers.
- 4.6 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.
- 4.7 SMRT maintains the right at its sole and absolute discretion to effect forfeitures of any prizes or disqualification of any individual from any of the Lucky Draws.

## **5 General**

- 5.1 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.
- 5.2 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.
- 5.3 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.
- 5.4 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 co-operate and participate fully in the activities organized by SMRT for these purposes, without any payment, fee or compensation whatsoever.
- 5.5 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 Official Rules.