



SMRT Investments Pte Ltd

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Great Bargains are Just Steps Away (18 May – 26 July 2009)
Sure-Win Instant Dips (hereinafter referred to as the "Promotion")

TERMS AND CONDITIONS

The following terms and conditions and any revisions or amendments thereafter imposed from time to time by SMRT Investments Pte Ltd ("SMRT") shall apply to the Redemption Promotion and all related events conducted and organized by SMRT.

1. Eligibility

- (a) Subject to Clause (3) below, anyone who shops ("Shopper") at the Dhoby Xchange retail mall ("Dhoby Xchange") during the Promotion Qualifying Period may participate in the Promotion on the terms and conditions set out herein.
- (b) Subject to Clause (3) below, anyone who shops ("Shopper") at the Tanjong Pagar Xchange retail mall ("Tanjong Pagar Xchange") during the Promotion Qualifying Period may participate in the Promotion on the terms and conditions set out herein.
- (c) Subject to Clause (3) below, anyone who shops ("Shopper") at the Raffles Xchange retail mall ("Raffles Xchange") during the Promotion Qualifying Period may participate in the Promotion on the terms and conditions set out herein.
- (d) Subject to Clause (3) below, anyone who shops ("Shopper") at the Choa Chu Kang Xchange retail mall ("Choa Chu Kang Xchange") during the Promotion Qualifying Period may participate in the Promotion on the terms and conditions set out herein.
- (e) Subject to Clause (3) below, anyone who shops ("Shopper") at the Boon Lay Xchange retail mall ("Boon Lay Xchange") during the Promotion Qualifying Period may participate in the Promotion on the terms and conditions set out herein.
- (f) All participating retailers, their affiliates, subsidiaries, advertising and promotion agencies as well as their immediate family members and/or members living in the same household of each shall not be not eligible to participate in the Promotion.
- (g) A shopper's failure to provide true and accurate information when participating in the Promotion will automatically disqualify the shopper from the Promotion.

2. Duration of the Promotion

The duration of the Promotion shall be from **18 May – 26 July 2009** or while stocks last ("Promotion Period"). Any receipts submitted after the Promotion Period shall be deemed invalid for the purposes of the Promotion and shall not entitle any shopper to participate in any way for the Promotion. SMRT reserves the right to, at its sole and unchallenged discretion, shorten and/or extends the duration of the Promotion Period without any notification to the public nor incurring any liability to any party whatsoever.



3. How to Redeem

(a) Each shopper who spends a minimum of S\$10 at all Xchanges and submits to SMRT (a) a duly completed and valid redemption form ("Form") together with (b) the relevant original receipt(s) evidencing such expenditure (subject to a maximum combination of 3 same-day receipts per shopper) will be entitled to a one (1) Sure-win Instant Dip chance. A Shopper stands to win one of the following prizes:

- (i) **Mr Bean Super Soya Milk (16Oz) @ \$1 (Usual Price \$1.30)**
- (ii) **Soup Spoon voucher**
- (iii) **Polar voucher**
(While Stocks last)

(b) Shoppers can also accumulate the receipts and shoppers who spend a minimum of S\$100.00 at all Xchanges and submits to SMRT (a) a duly completed and valid redemption form ("Form") together with the relevant original receipt(s) evidencing such expenditure (subject to a maximum combination of 6 same-day receipts per shopper) will be entitled to a another one (1) Sure-Win Instant Dip chance. A Shopper stands to win:

- (i) **Mr Bean Super Soya Milk (16Oz) @ \$1 (Usual Price \$1.30) + SMRT Eco friendly bag**
- (ii) **Soup Spoon voucher + SMRT Eco friendly bag**
- (iii) **Polar voucher + SMRT Eco friendly bag**

Provided always such expenditure and redemption is made during the Promotion Period and while stocks last.

(c) **At no time shall a Shopper be entitled to make any redemption under the Promotion more than once a day for the same items during the Promotion Period or use the same receipts more than once in making any redemption under the Promotion with the exception of accumulation of \$100 for extra Sure-Win Instant Dip chance on the same day.** All and any redemptions under the Promotion require the production or provision of original receipt(s) from the participating retailers. For the avoidance of doubt, any other form of documentation (such as but not limited to Nets receipts or Credit Card statements or transactions slips) will not be accepted in lieu of the original receipt(s) required for the Promotion. SMRT reserves the right to retain or make a mark on any such receipts for verification purposes and any refusal to surrender any receipt(s) will render such receipt(s) invalid for the purpose of the Promotion.

(d) Each Form submitted by a shopper shall become the sole property of SMRT and 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 shopper of any offers or promotions.

4. Disclaimers

(a) Neither SMRT, SMRT's parent company, SMRT Corporation Ltd's subsidiaries and 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), Passes or Vouchers. Forms and/or relevant original receipt(s) not received in time for the Promotion, or any Forms and/or relevant original receipt(s) received after the Promotion 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 Promotion and SMRT shall not be in anyway liable.

(b) All shoppers participating in the Promotion 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 Pass or Voucher or participation in the Promotion..



- (c) Upon the issue of any Pass or Voucher 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 Promotion shall be responsible or liable in any way to any person for any duplicated, illegible, incomplete, mutilated, tampered, damaged, corrupted, expired or misdirected Pass or Voucher.

5. Force Majeure

SMRT reserves the right at its sole discretion to postpone, suspend, cancel or limit the Promotion at any time upon the occurrence of any event(s) or circumstances beyond their reasonable control which hinder, prevent or affect (or may likely to have such effect) the fulfilment of the terms of the Promotion 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.

6. SMRT's Terms & Conditions, applicable Rules & Regulations and Governing Law:

- (a) By participation in the Promotion, each shopper agrees to be bound by SMRT's terms and conditions herein or such other rules and regulations and any amendment or revisions issued thereto from time to time, as imposed by SMRT or any other relevant authority. Each shopper shall also be deemed to submit to all decisions of SMRT, which shall be final and binding on all matters relating to the Promotion.
- (b) The Promotion shall in all respects, be governed by the laws of Singapore. These terms and conditions herein 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 of the terms and conditions herein.