



**SMRT Investments Pte Ltd**

251 North Bridge Road  
Singapore 179102  
Tel : 65 6331 1000  
Fax : 65 6334 0247  
www.smrt.com.sg

**Great Bargains Are Just Steps Away 18 May – 26 July 2009**  
**Lucky Draw (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 all the lucky draws (the “Lucky Draws”) conducted and organized by SMRT under the Promotion.

**1. Eligibility**

- (a) Subject to Clause 1(b), the Promotion is open to any shopper at Raffles, Dhoby, Choa Chu Kang, Tanjong Pagar and / or Boon Lay Xchange retail malls.
- (b) All employees of SMRT (including all employees of SMRT Corporation Ltd and its subsidiaries or associated or related companies) as well as participating retailers, their affiliates, subsidiaries, advertising and promotion agencies and their immediate family members and/or those living in the same household of each are not eligible to enter the Promotion.
- (c) A participant’s failure to provide true and accurate information when participating in the Promotion will automatically disqualify the participant from participating in the Promotion.

**2. Duration of the Promotion**

The Promotion commences on **18 May 2009 and shall end on 26 July 2009** (“Promotion Qualifying Period”). Any entries received after the Promotion Qualifying Period will be deemed invalid and not entered into any lucky draw for the Promotion. SMRT reserves the right at its sole discretion to shorten and/or extend the duration of the Promotion Qualifying Period and/or amend, modify, delete, replace or revise in SMRT’s sole discretion, the terms and conditions of the Promotion, without any notification to the public nor incurring any liability to any party whatsoever.

**3. How to enter**

- (a) Each shopper who spends S\$25.00 (subject to **a maximum combination of 3 same-day receipts per shopper**) at the Raffles Xchange retail mall (“Raffles Xchange”) and submits a lucky draw form (“Form”) with original receipts to the same effect will be entitled to one (1) lucky draw entry chance at the redemption counter at Raffles Xchange.
- (b) Each shopper who spends S\$25.00 (subject to **a maximum combination of 3 same-day receipts per shopper**) at the Dhoby Xchange retail mall (“Dhoby Xchange”) and submits a lucky draw form (“Form”) with original receipts to the same effect will be entitled to one (1) lucky draw entry chance at the redemption counter at Dhoby Xchange.
- (c) Each shopper who spends S\$25.00 (subject to **a maximum combination of 3 same-day receipts per shopper**) at the Choa Chu Kang Xchange retail mall (“Choa Chu Kang Xchange”) and submits a lucky draw (“Form”) with original receipts to the same effect will be entitled to one (1) lucky draw entry chance at the redemption counter at Choa Chu Kang Xchange.
- (d) Each shopper who spends S\$25.00 (subject to **a maximum combination of 3 same-day receipts per shopper**) at the Tanjong Pagar Xchange retail mall (“Tanjong Pagar Xchange”) and submits a lucky draw form (“Form”) with original receipts to the same effect will be entitled to one (1) lucky draw entry chance at the redemption counter at Tanjong Pagar Xchange.



- (e) Each shopper who spends S\$25.00 (subject to a **maximum combination of 3 same-day receipts** per shopper) at the Boon Lay Xchange retail mall ("Boon Lay Xchange") and submits a lucky draw form ("Form") with original receipts to the same effect will be entitled to one (1) lucky draw entry chance at the redemption counter at Boon Lay Xchange.
- (f) Citi SMRT Platinum Co- Brand card holders will get double the chances for the lucky draw.
- (g) All lucky draw entries submitted by shoppers shall become the sole property of SMRT. Each shopper's participation in the Promotion by way of submission of a lucky draw entry shall be deemed the shopper's irrevocable agreement to allow SMRT to use the personal data provided by such shopper in SMRT's customer database and SMRT shall be entitled to use such data for all and any future promotional, marketing and publicity purposes. This information may also be used to develop mailing lists which are used by business partners with whom we work to develop offers which you may receive from time to time.
- (h) SMRT shall not be responsible for lost, late, incomplete or misdirected entries, howsoever caused, or for any entries received after the Promotion Qualifying Period as a consequence of any delay, interruption or failure in submission of entries to SMRT for whatever reason.

#### **4. Number of Entries**

For the duration of the Promotion Qualifying Period, each shopper at Raffles / Dhoby / Choa Chu Kang / Tanjong Pagar / Boon Lay Xchange shall be entitled to a **maximum number of 10 lucky draw entries per day**.

#### **5. Prizes**

For each of the below stated Lucky Draws, SMRT shall provide the following prize (or its approximate equivalent):

- 1<sup>st</sup> Prize: \$3000 worth of SMRT shopping vouchers**
- 2<sup>nd</sup> Prize: \$1500 worth of SMRT shopping vouchers**
- 3<sup>rd</sup> Prize: \$800 worth of SMRT shopping vouchers**
- 4<sup>th</sup> Prize: \$500 worth of SMRT shopping vouchers**
- 5<sup>th</sup> Prize: \$200 worth of SMRT shopping vouchers**
- 6<sup>th</sup> to 10<sup>th</sup> Prizes: \$100 worth of SMRT shopping vouchers**

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- (b) All prizes are non-refundable and non-transferable except at the sole discretion of the SMRT which reserves the right at its sole discretion and without notice to change any prize(s) or to substitute any prize(s) with one of similar value in the event of unavailability. No prize is exchangeable or redeemable for cash.

#### **6. Conduct of Lucky Draw and the selection and notification to winners**

- (a) The Lucky Draw for Raffles / Dhoby / Choa Chu Kang / Tanjong Pagar / Boon Lay Xchange will be conducted at Raffles Xchange on **14 August 2009 (Friday) at 3pm**.
- (b) In all circumstance SMRT's decision shall be final and binding and no correspondence will be entertained.
- (c) The winners will be notified by ordinary post and/or email.

#### **7. Disclaimers**

NEITHER SMRT (OR THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS, AGENTS AND ASSIGNEES) SHALL BE RESPONSIBLE OR LIABLE FOR THE FOLLOWING:



- (I) LOST, LATE, MECHANICALLY DUPLICATED, ILLEGIBLE, INCOMPLETE, MUTILATED, TAMPERED WITH, DAMAGED, CORRUPTED OR MISDIRECTED ENTRIES, ENTRIES NOT RECEIVED IN TIME FOR THE WINNERS' SELECTION, OR ANY COMBINATION THEREOF WHICH MAY PREVENT OR LIMIT ANY SHOPPER'S ABILITY TO PARTICIPATE IN THE PROMOTION.
- (II) ALL PARTICIPANTS IN THE LUCKY DRAW AGREE THAT NEITHER SMRT (OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND ASSIGNS) SHALL BE LIABLE IN ANY WAY FOR, AND SHALL BE INDEMNIFIED AND HELD HARMLESS FULLY AND EFFECTIVELY BY EACH SUCH PARTICIPANT 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 ANY PRIZE OR PARTICIPATION IN THE PROMOTION.

**8. Use of prizes etc.**

- (a) If unclaimed for 2 months after the date of the lucky draws, all unclaimed prizes shall be forfeited and donated to a charity chosen at the discretion of SMRT and no claims whatsoever for payment or compensation shall be entertained.

**9. Publicity**

- (a) The acceptance of any and all prizes constitutes permission to SMRT and its agencies to use the winner's name and/or likeness for purposes of advertising and trade without further compensation and notice, unless prohibited by law.

**10. Force Majeure**

- (a) 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 fulfillment 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.

**11. Participants bound by SMRT's Official Rules & Governing Law:**

- (a) By participation in the Promotion, each participant agrees to be bound by SMRT's Official Rules, 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 Promotion.
- (b) The Promotion shall in all respects, be governed by the laws of Singapore. These terms and conditions and the Official Rules 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.