

Terms and Conditions Spend & Win with NETSPay Wallet

1. The *Spend & Win* promotion is open only to NETSPay Wallet users (UnionPay) from 1 to 30 June 2019 (Promotion Month).
2. A minimum of \$10 per transaction is required to gain 1 chance to win a pair of Category 1 tickets to the Manchester United vs. Inter Milan game happening on 20 July 2019, 7:30pm. There are no limits to the number of Lucky Draw chances accumulated per wallet during Promotion Month.
3. Only the top 2 NETSPay Wallet spenders during Promotion Month will win the Fullerton Hotel Singapore 2D1N staycation for 20 July 2019. Details of hotel staycation below:
 - Check in: 20 July, 2pm / Check out: 21 July, 12pm (late check-out is subject to availability by hotel)
 - Room type: Courtyard or Postmaster room (pictures attached for reference only, both are of the same price range)
 - International Buffet Breakfast for 2 persons at the Town Restaurant
 - Access to 24-hour state-of-the-art Fitness Centre in the hotel
 - High-speed Internet access in each room
 - Complimentary coffee/tea making facility in each room
4. Prizes are non-negotiable, non-transferrable, and non-exchangeable for cash, credits, or benefits in-kind.
5. The Lucky Draw shall be conducted within 10 working days after the end of promotion month at NETS' office at 298 Tiong Bahru Road, #06-01/06 Central Plaza, Singapore 168730 or other such venue as may be determined by NETS. The Draws are not open to public. NETS reserves the right to change the draw date(s) at its sole discretion.
6. The winners of the lucky draw for the pair of category 1 tickets will be selected at random by means of a computerized system in the presence of an appointed auditor.
7. The winners of the hotel staycation will be determined based on the most amount spent during Promotion Month.
8. Details on how to claim the prize will be furnished via SMS &/or email; Prizes and/or winners' letters must be redeemed within the stipulated time arranged by NETS to winner ("Claim Period")
9. Winners must be contactable (and must remain contactable during the entire Claim Period) by NETS via the mobile phone number used to register for NETSPay within the next 3 working days, failing which the winner forfeits the prize by default.
10. Prizes unclaimed within the Claim Period will be automatically forfeited and shall become null and void. If the prizes remain unclaimed after the claim period, the prizes shall be forfeited without any liability on the part of NETS to the winner(s). The prize winner(s) shall not be entitled to any compensation whatsoever. NETS reserves the right to deal with the unclaimed prize(s) in NETS' sole discretion, including donating the same to a charity of NETS' choice, where applicable.

11. If NETS subsequently discovers or determines in its absolute discretion that a Participant is not entitled to or is disqualified to participate in the Lucky Draws or is unable to adhere to any terms and conditions in relation to the Lucky Draws, NETS shall, at its sole discretion, decide on the following:
 - Forfeit the prize; and/or
 - Re-claim the prize from the Participant and select another qualifying Participant.
12. NETS is not an agent and makes no representation as to the quality of goods and services provided.
13. Any dispute about the quality of performance of the product and/or service(s) is to be resolved directly with the merchant.
14. NETS, and NETS' authorized agencies, participating banks, sponsors, organizations and the directors, officers, employees and assignees thereof (collectively the "Indemnified Persons") shall not be liable in any way for any claim, loss, injury, damage or inconvenience (a) arising in connection with the Promotion, including, but not limited to, any error in computing the number of top-up transactions and rebate amounts, any problems or breakdown or malfunction in any computer system or equipment, software, any telephone network or lines, servers or providers or any combination thereof or any notice which is misdirected or lost in the post; or (b) suffered or incurred by a Participant, the qualifiant or any other person howsoever arising in connection with the Promotion. Each Participant in the Promotion (including his or her heirs, executors and/or administrators) hereby agrees to indemnify and hold each Indemnified Person harmless from and against any and all claims, losses or damages that may be suffered by the Participant in relation to the Promotion or any prize and shall release and discharge each of the Indemnified Persons completely from any and all claims, liabilities, judgments, suits, proceedings, actions and all costs (including solicitor and client costs), expenses, penalties, fines or fees brought by or against the Participant.
15. Neither NETS nor its authorized agencies, participating banks and any sponsor or organization associated with the Promotion shall be held liable for any failure or omission to carry out the Promotion in accordance with the Terms and Conditions or for any loss or damage suffered by the Participants if such failure, omission, loss or damage arises out of or in connection with any event of force majeure, including without limitation any calamity or conditions, acts of God or warlike hostilities, civil commotion, riots, blockades, embargoes, sabotages, strikes, fires, lockouts, shortages of material or labour, terrorist activity, epidemic, health risk or any defect, failure, interruption, breakdown or malfunction of any machine, computer system, data processing system or transmission link, or any other occurrence beyond the reasonable control of NETS, its authorized agencies and any sponsor or organization associated with the Promotion, as the case may be.
16. If the Promotion is not capable of running as planned by reasons of, but not limited to, the following, including infection by computer virus, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of NETS which corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of the Promotion, NETS reserves the right in its sole discretion to cancel, terminate, modify or suspend the Promotion. NETS further reserves the right to

disqualify any and all Participants who, in the sole opinion of NETS, tampers with the entry process of the Promotion.

17. NETS reserves the right to disclose and publish the name, and such other particulars (including the photograph) of any Participant/winner in such mode and manner as NETS may in its sole discretion deem appropriate for publicity purposes and the Participant/winner agrees to be photographed, the disclosure of his or her personal particulars, the use of his or her name, picture, image and voice for publicity purposes connected with the Lucky Draw and to co-operate with and participate in the activities organized by NETS for this purpose without additional compensation.
18. NETS' decisions on all matters relating to or in connection with the Promotion shall be at its sole and absolute discretion and shall be final and binding on all Participants. Save and except for the notification to the winners, NETS, NETS' authorized agencies, participating banks, sponsors, organizations and the directors, officers, employees and assignees thereof (collectively the "Indemnified Persons") shall not be obliged to enter into any correspondence on any matters concerning the Promotion. In the event of any inconsistency between the Terms & Conditions and any brochure, marketing or Promotion material relating to the Promotion, the Terms & Conditions shall prevail.
19. NETS reserves the right at its absolute discretion to terminate the Promotion or vary, delete, add to or otherwise amend the Terms and Conditions from time to time without prior notice to the Participants, including without limitation the date(s) of the Promotion.
20. The laws of Singapore shall govern the Terms and Conditions and the Participants irrevocably submit to the exclusive jurisdiction of the Courts of Singapore.
21. A person who is not a party to the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53) to enforce any provision of the Terms and Conditions.
22. Participants agree to do and take all steps as requested by NETS from time to time in order to ensure that the Terms and Conditions as well as NETS are compliant with any data protection law that may be enacted and is applicable to the Promotion.