

# **Prudential Marina Bay Carnival 2018**

## **Microsite Game's Terms & Conditions**

- Only Singapore residents and Permanent Residents of Singapore are eligible to win and subsequently redeem the \$50 Bonus Credits RFID Carnival card. (herewith, referred to as "Prize") to utilize at the Prudential Marina Bay Carnival. Non-residents of Singapore may play the games on the microsite, but would not stand a chance to win the prize.
- Each game is live only for 4 weeks and a new game is released subsequently. Players may continue to play older games, but winner selection will be based on the latest game released.
- 5 winners will be chosen every week based on the top score starting 20 December 2018 until 13 March 2019. Each contest period week starts on a Thursday of the week and ends on the following Wednesday of next week.
- Each player stands a chance to win the prize only once. Players who have already won previously may continue to play but will not be eligible to win again.

## **How to redeem Bonus Credits? T&Cs**

- Winners will be announced on every Thursday of the week starting 27 December 2018. Last round of winners will be announced on 14 March 2019 via email communication. Prize redemption details will be specified in this email.
- Prize would have to be collected at the Prudential Activation Booth located within the Prudential Marina Bay Carnival on weekdays between 4pm - 8pm.
- Winners will have to show the email communication confirming their win and their NRIC for identification purposes at the Prudential Activation Booth.

## **General Terms and Conditions**

1. By participating in the Promotion, each participant is deemed to have accepted and agreed to be bound by these terms and conditions contained herein and any other instructions, terms and conditions that Prudential may issue from time to time.
2. Prudential assumes no responsibility for incomplete, lost, late, damaged, illegible or misdirected forms or email communication, for technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed electronic transmission which may limit a participant's ability to participate in the Promotion.

3. Prudential has the sole and absolute discretion to exclude any participant from participating in the Promotion without any obligation to furnish notice and/or reason.
4. Prudential reserves the right to disqualify or disregard any participant who does not comply with the terms and conditions contained herein.
5. Prudential may at its discretion forfeit the Gift, or, if already awarded, reclaim the Gift at the expense of the participant without payment, compensation, or having to give any reason whatsoever in the event Prudential subsequently discovers that the participant is not eligible to participate in the Promotion and/or to receive the Gift.
6. Gifts are subject to availability while stocks last. Prudential reserves the right to replace any Gift with items of similar value at any time without prior notice.
7. Prudential shall not be liable for any loss of, damage to, defects, delay, mis-delivery or non-delivery of the Gift.
8. Prudential reserves the right to deal with any unclaimed Gift in any manner it deems fit. Prudential reserves the right to request for the participants' proof of eligibility, identity and/or otherwise for the purposes of verifying the participant's claim to the Gift at the time of prize collection. Prudential is under no obligation whatsoever to disclose the identity of the participants or to publish the same for any reason at any point of time.
9. The Gift is not exchangeable for cash, credit or any other items of equivalent value. The validity period of the Gift is non-extendable. Prudential will be under no obligation to replace or pay to participants the value of any Gift that are not utilised by the participants before the end of the validity period of the Gift as may be stipulated by Prudential and/or relevant merchants.
10. The Promotion is not valid in conjunction with other promotions carried out by Prudential.
11. By participating in this Promotion, each participant agrees and consents under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of any and all personal data of the participant by/to Prudential, advertising and promotional agencies of the Promotion and such other third party, in Prudential's absolute discretion, consider appropriate or necessary in connection with the Promotion and redemption of Gift.
12. If a participant provides Prudential with personal data of any third party, that participant hereby:
  - a. Agrees on behalf of that third party to be bound by the terms and conditions contained herein; and

- b. Consents on behalf of that third party, to Prudential's collection, use, disclosure and processing of his/her personal data in accordance with the terms and conditions contained herein.

The participant warrants that he/she has obtained the said third party's prior consent to such collection, use, disclosure and processing of his/her personal data by Prudential and that the personal data that the participant provides to Prudential is true, accurate and complete.

- 13. Prudential shall not be liable for any third party's misuse of the participant's submitted information and photograph as a result of the participant taking part in the Promotion.
- 14. Unless prohibited by law, participation in the Promotion constitutes permission for Prudential, its advertising and promotional agencies to use any of the participant's names, and/or likeness for advertising and promotional purposes. Each participant further agrees and acknowledges that the copyright and all other intellectual property rights in and to all photographs or audio-video or other recordings of the participant taken or made in connection with the Promotion shall vest solely and absolutely in Prudential without any compensation to the participant.
- 15. Prudential may at any time at its absolute discretion, without prior notice or assigning any reason thereof or being liable to any person, (i) suspend, cancel or terminate the Promotion, or (ii) delete, vary, supplement, amend, modify any one or more of the terms and conditions of the Promotion. Prudential's determination of all matters in connection with the Promotion and the Gift shall be final, binding and conclusive. Prudential is not obliged to give any reason or prior notice on any matter concerning the Promotion or the Gift. No appeal, correspondence or claims will be entertained. Prudential has the right and discretion to determine whether a party has met the requirements of the Promotion and/or to receive the Gift. Participants shall not be entitled to any damages or compensation whatsoever or howsoever arising as a result of such amendment, suspension or termination.
- 16. By participating in the Promotion, all participants agree and undertake to, at all times, indemnify, keep indemnified, and hold Prudential, its employees and agents harmless against all losses (including direct, indirect, incidental and/or consequential losses), damages (including general, special, and/or punitive damages), demands, injuries (other than personal injury caused by Prudential's negligence), claims, costs, penalties, interest and fees (including all legal fees as between solicitor and client or otherwise on a full indemnity basis whether or not incurred in respect of any real, anticipated, or threatened legal proceedings), howsoever caused by, arising or resulting from, whether directly or indirectly, their participation in the Promotion, acceptance or usage of any Gift, and/or any breach or purported breach of these terms and conditions and/or any

applicable law.

17. Prudential makes no warranty or representation as to the quality, merchantability or fitness for purpose of the merchants' goods and services in respect of the Gift. Any dispute about the same must be resolved directly with the merchant. Merchant terms and conditions apply.
18. In the event of any inconsistency or discrepancy between the terms and conditions contained herein and the contents of any brochure, marketing and/or promotional materials relating to the Promotion, the terms and conditions contained herein shall prevail.
19. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Promotion, in particular the Gift, are the property of their respective owners. Prudential is not affiliated with, or endorsed or sponsored by, such owners and their relevant affiliates.
20. Failure by Prudential to exercise any of its right or remedy under the terms and conditions contained herein does not constitute a waiver of that right or remedy.
21. The terms and conditions contained herein shall be governed by Singapore law and the participants agree to submit to the exclusive jurisdiction of the courts of Singapore.
22. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Right of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.