

Terms and Conditions for SAFRA Membership Grand Draw 2020 (“*Grand Draw*”)

Eligibility

1. The SAFRA Membership Grand Draw 2020 is open to all valid active SAFRA Members aged 18 years old and above (as of 31 December 2020). The validity of any SAFRA Membership shall be determined by SAFRA in its sole discretion.
2. The closing date for the SAFRA Membership Grand Draw 2020 is 31 December 2020 (“*Closing Date*”).
3. Both the Principal Member and the Dependent Member shall be disqualified from participating in the Grand Draw if by the Closing Date:
 - (a) The membership of the Principal Member is voluntarily terminated and not renewed;
 - (b) The membership of the Principal Member is terminated and/or suspended by SAFRA for any reason whatsoever and not reinstated by the Closing Date;
 - (c) The SAFRA Membership Account of the Principal Member is in arrears; or
 - (d) The membership of the Principal Member is no longer valid for any reason whatsoever.
4. For the avoidance of doubt, in the event that the Dependent Member’s membership is terminated for any reason whatsoever, the Principal Member will not be automatically disqualified from participating in the Grand Draw unless SAFRA determines otherwise in its sole discretion.
5. The following persons are **not** eligible to participate in the Grand Draw:
 - a) Employees of SAFRA and their immediate family members, including their spouse(s), children, parents, parents-in-law and siblings;
 - b) Honorary Members, Members of SAFRA’s Board of Governors, Management Committee and Executive Committee, as well as their immediate family members, including their spouse(s), children, parents, parents-in-law and siblings;
 - c) Members who are given trial SAFRA Membership (Ordinary A F).

For the avoidance of doubt, in the event of any dispute, SAFRA shall determine in its sole discretion the eligibility of any prospective participant, and its decision in this respect is final.

6. Notwithstanding any conditions stated herein, SAFRA reserves the sole and absolute discretion to determine the eligibility of any person in relation to the Grand Draw, and SAFRA may at any time before, during or after the Grand Draw disqualify any person from participation in the Grand Draw without providing any reason whatsoever.
7. Participation in the Grand Draw is subject to the terms and conditions stated herein and the members agree to be bound by and to comply with the terms and conditions herein. Entry into the Grand Draw is deemed acceptance of the terms and conditions herein, and any amendments, modifications and variations hereto, which shall be final and binding in all respects on each participant.

8. Any member who does not wish to participate in the Grand Draw can contact SAFRA via email at safrapoints@safra.sg to indicate his/her intention to be excluded from the Grand Draw.

Grand Draw Chances

9. Members will be entitled to the following number of Grand Draw chances based on the following criteria:
- (a) One (1) chance for every member who has a valid SAFRA membership account as of 31 December 2020.
 - (b) Ten (10) additional chances for Principal/Dependent member who signs up for new Silver EnergyOne Gym membership (not renewal) from 1 January 2020 to 31 December 2020.
 - (c) Ten (10) additional chances for SAFRA Ordinary/Associate membership sign up / renewal of ten (10) years from 1 January 2020 to 31 December 2020.
 - (d) Three (3) additional chances for SAFRA Ordinary/Associate membership sign up / renewal of five (5) years from 1 January 2020 to 31 December 2020.
 - (e) Three (3) additional chances for SAFRA Dependent membership sign up / renewal of ten (10) years from 1 January 2020 to 31 December 2020.
 - (f) One (1) additional chance for SAFRA Dependent membership sign up / renewal of five (5) years from 1 January 2020 to 31 December 2020.
 - (g) One (1) additional chance for every fifty (50) unredeemed SAFRAPPOINTS at the end of 31 December 2020 (applicable only to SAFRAPPOINTS earned between 1 December 2019 - 30 November 2020).
10. Members will also be entitled to additional Grand Draw chances based on the criteria stated for other qualifying promotion(s) or transactions.
11. SAFRAPPOINTS earned by Dependent Member will be combined with SAFRAPPOINTS earned under Principal Member. The combined SAFRAPPOINTS will be recorded under the membership account of the Principal Member. Principal Member shall be eligible to utilise their SAFRAPPOINTS to participate in the Grand Draw unless SAFRA otherwise decides.
12. Qualifying transactions which are subsequently cancelled or reversed (in full or in part) will result in the Grand Draw chances awarded being deducted and/or revised accordingly.
13. All Grand Draw chances and winners will be computer-generated and no coupons or tickets will be issued. SAFRA shall not be responsible or liable for delayed, lost or misdirected entries and submissions caused by any reason whatsoever.
14. The total number of Grand Draw chances allocated to an eligible member shall be determined by SAFRA in its sole discretion, whose decision shall be final and conclusive.
15. Grand Draw chances accumulated are not transferable and will be cancelled by SAFRA, without incurring any liability, upon the suspension, cancellation and/or termination of any SAFRA membership account.
16. The total number of Grand Draw chances allocated shall only be applicable for this Grand Draw and rollovers of chances to any subsequent lucky draws, if any, are not allowed.

Results & Prizes

17. Each winner is only entitled to win one prize regardless of how many times his name is generated by the system as winner for the Grand Draw.
18. SAFRA may in its sole and absolute discretion substitute any prize with another prize of similar value without prior notice.
19. The draw will be held in February 2021 at a date or location which SAFRA may decide in its sole discretion. The details of the draw will be listed on SAFRA's website closer to the date of the said draw.
20. The results of the Grand Draw will be published on SAFRA's website and advertised in the newspaper or any other media platform which SAFRA may decide in its sole discretion, within ten (10) days from the date of the draw, or within such time period as SAFRA may in its discretion deem fit.
21. All winners of the Grand Draw will receive a notification letter by post at the respective winner's last known address as maintained in SAFRA's records after the draw is conducted.
22. No replacement will be provided by SAFRA for any damaged or lost notification letter.
23. Prizes are neither transferable nor exchangeable for cash, credits or otherwise.
24. The winner of the 1st prize will pay the COE of the car, Additional Registration Fee (ARF), servicing programmes, motor vehicle insurance, registration fees, road tax, GST and other incidentals; register the car within 2 months from the date of announcement of the result of the draw with all expenses of all related costs paid (failing which all charges for warehousing or any other payments due on the car must be paid by the winner). Colour of the car is subjected to availability. The standard fittings, fixtures and accessories of the car will be provided and determined by Auto Germany Pte Ltd.
25. Grand draw prizes shall be collected at the location(s) stipulated in the notification letter issued. The winners shall be required to present the notification letter as well as their SAFRA membership card evidencing valid subsisting membership as at the date of collection for the prizes. Upon collection of their prizes, winners will be required to sign to acknowledge due receipt of the same and to duly sign under a declaration portion prepared by SAFRA to that effect.
26. In the event that the winner is unable to collect the prize personally and wants to authorise someone (proxy) to collect on his/her behalf, he/she needs to write to safrapoints@safra.sg at least two (2) working days in advance of his/her proxy's preferred collection date. The winner must prepare a letter of authorisation to authorise another person to collect the prize and sign to acknowledge due receipt on behalf of the prize winner. Supporting documents of the winner and the identification of the authorised person must be produced.
27. SAFRA reserves the right to forfeit any unclaimed prizes after the collection end date stated in the notification letter, and any winner whose prize has been forfeited shall not be entitled to any payment or compensation.
28. SAFRA is not an agent of nor affiliated with the travel agency and/or airline and/or hotel providing the prizes. The redemption and/or usage of the prizes are subject to such other terms or conditions that the material travel agency and/or airline and/or hotel supplying the prizes may impose. Accordingly, any issue or dispute about the quality, satisfactory quality and fitness for purpose of the prizes must be resolved directly with the material travel agency and/or airline and/or hotel supplying the prizes respectively.

29. Winners are solely responsible for obtaining all necessary travel documentation including, without limitation, passports and visas for himself/herself and any companion. Insurance, including travel insurance, is not included in any of the prizes and the winners are advised to take out their own insurance cover. All other expenses, including but not limited to taxes, fees, gratuities and other expenses to be incurred in addition to the value of the prizes are to be at the expense of the winner and his/her companion. SAFRA shall not be responsible for any consequences, including but not limited to costs incurred if the winner and/or his/her companion is unable to travel for any reason whatsoever.
30. For the avoidance of doubt, where prizes contain a specific validity period during which it should be utilised, prizes must be utilised within the period or date specified by SAFRA. All unused/unredeemed prizes shall be deemed null and void, and no requests for extensions or replacements whatsoever will be entertained.

General Terms & Conditions

31. Each member's participation in the Grand Draw indicates the participant's consent for the collection and use of his personal data in accordance with the Personal Data Protection Act 2012 and SAFRA's Privacy Policy (available at <https://www.safra.sg/general/privacy-policy>). Members may contact SAFRA to request for a copy of the relevant personal data held by SAFRA (for which SAFRA may charge a small fee), and may correct any inaccuracies in such personal data. For the avoidance of doubt, SAFRA shall release the relevant personal data to the member making the aforesaid request only insofar as such access is mandated under the Personal Data Protection Act 2012.
32. The winners will be deemed to have consented to SAFRA's collection, use or disclosure of his/her personal data, including the use of Name, Membership ID, photographs, voice and video recordings by SAFRA as necessary for publishing the result of the Grand Draw winners and any promotion/marketing efforts or media publicity. The winners will also consent to co-operate with and participate in publicity activities organized by SAFRA in relation to the Grand Draw without any compensation whatsoever. SAFRA reserves the right to disclose the names and such other personal data of the winners to any persons or to third parties engaged by or working in collaboration with SAFRA for the Grand Draw as may be necessary, and in such mode and manner as in accordance with the Personal Data Protection Act 2012 and SAFRA's Privacy Policy.
33. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with the Grand Draw or the prizes are the property of their respective owners.
34. SAFRA's decision on all matters relating to and/or in connection with the Grand Draw, including but not limited to the eligibility of a member, the manner in which the prizes are awarded to the winner and the conduct of the Grand Draw, shall be final and binding on all parties concerned. SAFRA shall not be obliged to enter into any correspondence with any Member on any matter concerning the Grand Draw.
35. SAFRA shall not be liable in any way to any Member or any other person for any loss or damage arising in connection with the Grand Draw, including but not limited to any act or omission relating to the member's participation in the Grand Draw, howsoever caused.
36. The members shall fully indemnify and hold SAFRA harmless from and against any loss, damage, cost, liability or expense (including but not limited to legal fees), whether direct or indirect, which SAFRA incurs in respect of, in connection with and/or arising from the member's breach of these terms and conditions herein.
37. To the maximum extent permitted by law, each member agrees that SAFRA and their officers and/or authorised representatives shall not be liable for loss, claims or damage of any kind arising out of or in connection with participating in the Grand Draw, the member's acts, omissions or negligence, and/or from acceptance or use or misuse of the prizes. Each member agrees to waive, release and indemnify SAFRA from the abovementioned claims and liabilities.

38. The winner(s) and/or other person(s) who benefits from the prizes are to redeem and/or utilize the prizes at their own risk. SAFRA will not be responsible for any injuries, loss, claim or damage suffered or incurred as a result of the redemption or usage of the prizes.
39. SAFRA reserves the right to revise the terms and conditions of the Grand Draw stated herein (including but not limited to varying the Closing Date of the Grand Draw) or withdraw or terminate the Grand Draw at any time without prior notice. In the event of any inconsistency between these terms and conditions with any other form of publicity collaterals relating to the Grand Draw, these terms and conditions shall prevail.
40. Terms and conditions of SAFRA's SAFRAPOINTS Rewards Programme shall continue to apply.
41. The terms and conditions of the Grand Draw whether set out herein or otherwise are not intended to confer any right on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act or otherwise, and no third party shall have any right to enforce any provision of these terms and conditions.
42. The Grand Draw and the terms and conditions herein shall be construed and governed by the laws of Singapore.