

# Terms and Conditions for SAFRA eNSman Launch Monthly Giveaways 2020 (“eNSman Giveaway”)

## Eligibility

1. The SAFRA eNSman Launch Monthly Giveaways 2020 is open to all valid active SAFRA Members aged 18 years old and above (as of 31 December 2020) [**“Participant”**] who have subscribed to the eNSman newsletter (electronic direct mailer). The validity of any eNSman subscription shall be determined by SAFRA in its sole discretion.
  
2. The closing date(s) for the SAFRA eNSman Launch Monthly Giveaways 2020 is as per each month’s Giveaway closing date(s), 2359hrs. (**“Closing Date”**). To be valid for each eNSman Giveaway, Participant has to be subscribed to eNSman newsletter (electronic direct mailer) before the closing date.
  - (a) 4 sets of \$40 SAFRA Rewards Vouchers per week
    - Week of 04 May 2020: Closing date to be 10 May 2020
    - Week of 11 May 2020: Closing date to be 17 May 2020
    - Week of 18 May 2020: Closing date to be 24 May 2020
    - Week of 25 May 2020: Closing date to be 31 May 2020
    - Week of 01 Jun 2020: Closing date to be 07 Jun 2020
    - Week of 08 Jun 2020: Closing date to be 14 Jun 2020
    - Week of 15 Jun 2020: Closing date to be 21 Jun 2020
    - Week of 22 Jun 2020: Closing date to be 28 Jun 2020
    - Week of 29 Jun 2020: Closing date to be 05 Jul 2020
    - Week of 06 Jul 2020: Closing date to be 13 Jul 2020
      - Week of 06 Jul 2020 to have 6 sets of \$40 SAFRA Rewards Vouchers
  
  - (b) 20 sets of 6-month membership on BlueSG Basic plan (U.P.\$48) per week
    - Week of 01 Jun 2020: Closing date to be 07 Jun 2020
    - Week of 08 Jun 2020: Closing date to be 15 Jun 2020
      - Week of 08 Jun 2020 to have 24 sets of \$40 SAFRA Rewards Vouchers
  
  - (c) 1 set of Rodalink Polygon Adult Bicycle (U.P.\$2,399)
    - Week of 04 May 2020 to 30 Jun 2020
  
  - (d) 1 set of Rodalink Polygon Kids Bicycle (U.P.\$299)
    - Week of 04 May 2020 to 30 Jun 2020

(e) 1 set of Rodalink Folding Bone and Saddle Cover set (U.P. \$120)

- Week of 04 May 2020 to 30 Jun 2020

3. Participant(s) for the eNSman Giveaway shall be disqualified from participating in the eNSman Giveaway if by the Closing Date:

(f) SAFRA membership of the Participant has been voluntarily terminated and not renewed;

(g) The SAFRA membership of the Participant has been terminated and/or suspended by SAFRA for any reason whatsoever and not reinstated by the Closing Date;

(h) The eNSman subscription of the Participant has been voluntarily terminated and not renewed;

(i) The eNSman subscription has been terminated and/or suspended by SAFRA for any reason whatsoever and not reinstated by the Closing Date;

(j) The SAFRA Membership Account of the Participant is in arrears; or

(k) The SAFRA membership of the Participant is no longer valid for any reason whatsoever.

4. The following persons are **not** eligible to participate in the eNSman Giveaway:

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

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.

5. Notwithstanding any conditions stated herein, SAFRA reserves the sole and absolute discretion to determine the eligibility of any person in relation to the eNSman Giveaway, and SAFRA may at any time before, during or after the eNSman Giveaway disqualify any person from participation in the eNSman Giveaway without providing any reason whatsoever.

6. Participation in the eNSman Giveaway is subject to the terms and conditions stated herein and the Participant(s) agree to be bound by and to comply with the terms and conditions herein. Entry into the eNSman Giveaway 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.

7. Any eNSman subscriber who does not wish to participate in the eNSman Giveaway can contact SAFRA via email at [nsm@safr.sg](mailto:nsm@safr.sg) to indicate his/her intention to be excluded from the eNSman Giveaway.

**eNSman Giveaway Chances**

8. Participant(s) will be entitled to the following number of eNSman Giveaway chances based on the following criteria:
  - (a) One (1) chance for every Participant with a valid SAFRA membership account as of 31 December 2020 and have subscribed to the eNSman Giveaway before closing date(s), 2359hrs stated in (2.)
9. Qualifying subscriptions which are subsequently cancelled or reversed will result in the eNSman Giveaway chances awarded being deducted and/or revised accordingly.
10. All eNSman Giveaway 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.
11. Each Participant is allocated to only 1 (one) chance for each eligible subscription tied to his/her SAFRA member account. For the avoidance of doubt, in the event of any dispute, eligibility of Participant shall be determined by SAFRA in its sole discretion, whose decision shall be final and conclusive.
12. Participant eligibility will be rolled over to the next closest closing date for eNSman Giveaway if Participant(s) have not been picked for any part of the eNSman Giveaway.
13. eNSman Giveaway chances are not transferrable and will be cancelled by SAFRA, without incurring any liability, upon the suspension, cancellation and/or termination of any SAFRA membership account.
14. The total number of eNSman Giveaway chances allocated shall only be applicable for this eNSman Giveaway and rollovers of chances to any subsequent lucky draws, if any, are not allowed.

## Results & Prizes

15. 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 eNSman Giveaway.
16. SAFRA may in its sole and absolute discretion substitute any prize with another prize of similar value without prior notice.
17. The Giveaway dates will be held in 1(one) week after each closing date and announced at a date or location which SAFRA may decide in its sole discretion. The details of the draw will be listed on eNSman website ("[nsmman.safra.sg](http://nsmman.safra.sg)") closer to the date of the said Giveaway.
18. The results of the eNSman Giveaway will be published on eNSman 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 Giveaway, or within such time period as SAFRA may in its discretion deem fit.
19. All winners of the eNSman Giveaway will receive a notification letter by post or electronic mailer at the respective winner's last known address or electronic mailing address as maintained in SAFRA's records after the Giveaway is conducted.
20. No replacement will be provided by SAFRA for any damaged or lost notification letter or electronic mailer.
21. Prizes are neither transferable nor exchangeable for cash, credits or otherwise.
22. Terms and conditions of prizes by merchants will be attached in the notification letter or electronic direct mailer for Participant acknowledgement and agreement.
23. eNSman Giveaway prizes shall be collected at the location(s) stipulated in the notification letter or electronic mailer issued. The winners shall be required to present the notification letter or electronic mailer as well as their SAFRA membership card evidencing valid subsisting SAFRA 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.
24. 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 [nsmman@safra.sg](mailto:nsmman@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.
25. 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.
26. SAFRA is not an agent of nor affiliated with the merchants providing the prizes. The redemption and/or usage of the prizes are subject to such other terms or conditions that the merchant 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 merchant supplying the prizes respectively.

27. Winners are solely responsible for obtaining all necessary documentation including, without limitation, valid driving licenses for himself/herself and any companion. Insurance, including car or healthcare, 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. SAFRA shall not be responsible for any consequences, including but not limited to costs incurred if the winner is unable to utilise the prize(s) for any reason whatsoever.
28. 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**

29. Each member's participation in the eNSman Giveaway 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.
30. 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 eNSman Giveaway 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 eNSman Giveaway 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 eNSman Giveaway 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.
31. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with the eNSman Giveaway or the prizes are the property of their respective owners.
32. SAFRA's decision on all matters relating to and/or in connection with the eNSman Giveaway, 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 eNSman Giveaway, 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 eNSman Giveaway.
33. 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 eNSman Giveaway, including but not limited to any act or omission relating to the member's participation in the eNSman Giveaway, howsoever caused.
34. 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.
35. 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 eNSman Giveaway, 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.
36. 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.
37. SAFRA reserves the right to revise the terms and conditions of the eNSman Giveaway stated herein (including but not limited to varying the Closing Date of the eNSman Giveaway) or withdraw or terminate the eNSman Giveaway 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 eNSman Giveaway, these terms and conditions shall prevail.
38. The terms and conditions of the eNSman Giveaway 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.

39. The eNSman Giveaway and the terms and conditions herein shall be construed and governed by the laws of Singapore.