# Terms and Conditions for DBS-M1 GIRO Payment Lucky Draw

#### Definitions

In these Terms and Conditions: "Customer" means a customer of DBS Singapore and POSB Singapore. "DBS" means DBS Bank Limited, Singapore. "POSB" is a retail brand of DBS Bank Limited. "M1" means M1 Limited "Draw Prize" means one of the ten Apple iPads. "Lucky Draw" means the DBS-M1 GIRO Payment Promotion lucky draw to be conducted by M1 on 18 May 2012. "Promotion" means the DBS M1 GIRO Payment Promotion. "Qualifying Period" means the qualifying periods stated in clause 1. "Winner" means the winner(s) of the Lucky Draw.

Definitions importing the singular shall include the plural and vice versa.

## Lucky Draw

- The Qualifying Period for the Lucky Draw will be from 27 January to 30 April 2012 up to 11 pm or such other dates and times as DBS and M1 may determine in its absolute sole discretion.
- 2. Customers will be accorded chances for the Lucky Draws based on the following criteria:
  - a. Both Existing DBS/POSB GIRO customers or DBS/POSB customers who sign up for GIRO online via DBS.com or POSB.com to pay their M1 bills via DBS Personal Online Banking will be entitled to **one lucky draw chance** during the Qualifying Period. For the avoidance of doubt, a maximum of one chance will be accorded for every customer for the payment of their M1 bills during the Qualifying Period, regardless of the number of subsequent payments during the Qualifying Period.
  - b. Non DBS/POSB GIRO Customers will also be entitled to one *lucky draw chance*

There will be 10 Lucky Draw prizes to be given away. The Lucky Draw will be held at M1 Limited 10, International Business Park Singapore 609928 on 18 May 2012 and conducted via manual lucky draw procedure. DBS/POSB will not be disclosing any customer information to M1 for the purpose of the lucky draw.

- 3. A total of 10 Apple iPads are set aside as the lucky draw prizes to be won. Each iPad is worth SGD\$668 and has a storage space of 16GB with Wi-Fi capabilities.
- 4. M1 has the absolute discretion to change the venue and time of the Lucky Draw without any prior notice to the participating Customers.
- 5. The results of the Draw will be published on M1's website after the draw date. The Winners will be notified by M1 by post at their last known mailing address on record with M1.
- 6. If a Winner of the Lucky Draw cannot be contacted or otherwise has his/her Draw Prize forfeited for any reason whatsoever, M1 reserves the right to re-draw one (1) or more reserve Winner(s) to replace the Winner subsequently found to be disqualified. M1 has the absolute discretion to exclude any Customer from participating in the Lucky Draw.

#### General

- 7. All Winners consent to the public disclosure of their names, pictures/photographs and their other particulars for publicity or commercial purposes. Winners also consent to co-operate with and participate in publicity activities organised by DBS in relation to the Promotion without compensation whatsoever. DBS reserves the right to disclose and publish the names and such other particulars of the Winners to any persons and in such mode and manner as DBS may in their sole discretion deem appropriate. In addition, participation in this Draw is deemed express consent to disclosure of the participant's personal particulars to M1 and/or any other person or entity involved in organizing, promoting or conducting the Lucky Draw for purposes of the Lucky Draw.
- 8. The decision of DBS and/or M1 on all matters relating to or in connection with this Promotion and the Lucky Draw (including the eligibility of a Customer, the manner in which Draw Prize are awarded to each Winner and the conduct of the Promotion and the Lucky Draw) shall be final and binding on all parties concerned. DBS and/or M1 shall not be obliged to enter into any correspondence with any Customer on any matter concerning the Promotion.
- 9. Employees of DBS, M1, their immediate families and/or affiliates are not eligible to participate in the Promotion.
- 10. By participating in the Lucky Draw i.e. by meeting the eligibility requirements, each participant accepts, and agrees to abide by, the terms and conditions stated herein. In the event the participant does not agree to these terms and conditions he/she should not participate in the Promotion and should opt out by informing M1 of the same.
- 11. DBS shall not be liable in any way to any Customer or any other person for any loss or damage arising in connection with this Promotion, including any act or omission relating to the Customer's participation in the Promotion, howsoever caused.
- 12. DBS and/or M1 reserve the right to replace the Draw Prize at any time at their discretion with another item of a similar value without notice.
- 13. The Draw Prize will be forfeited if unclaimed within 1 month from the date of notification by M1 and shall be donated to a charitable organisation to be chosen by M1. Any Winner whose Draw Prize has been forfeited shall not be entitled to any compensation notwithstanding non-receipt by him/her of any notification.
- 14. The Winner(s) shall accept the prize(s) in its "as is" state. DBS makes no representation or warranty whatsoever as to the quality or fitness for purpose or any other implied terms or conditions with respect to the Draw Prize and assumes no liability or responsibility for the acts or defaults of the merchant supplying the prizes or for any non-delivery, non-performance or defects in the prize. For all purposes, DBS is not an agent of the merchant. Any dispute as to the quality or performance of the prize must be resolved by the Winner(s) with the merchant directly.
- 15. The Draw Prize(s) is neither transferable nor exchangeable for cash, credit or kind and shall be subject to such terms and conditions of the merchant or as DBS and/or M1 may in its sole and absolute discretion impose.
- 16. The use of the Draw Prize(s) is also subject to such other terms and conditions as may be imposed by the merchant supplying the prize.

DBS and/or M1 has the absolute discretion at any time to amend any of these terms and conditions and to suspend, cancel or discontinue this Promotion and the Lucky Draw at any time without prior notice and without liability to any person.

- 17. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the promotion, these terms and conditions shall prevail.
- 18. The Bank's Terms and Conditions governing Accounts, Terms and Conditions governing Electronic Services and terms and conditions governing all account-related services apply and such terms and conditions can be found at <u>www.dbs.com.sg</u>.
- 19. These terms and conditions shall be governed by and construed in accordance with the laws of Singapore, and the Customers irrevocably submit to the exclusive jurisdiction of the Singapore courts. A person who is not party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of these terms and conditions.

## Information correct as at 25 January 2012.