

## **Terms and Conditions for #FreshDropFriday: DBS Live Fresh Card x PlayStation®4 Pro Lucky Draw Campaign (“Campaign”)**

These terms and conditions govern the Draw. Participation in the Draw constitutes acceptance of these terms and conditions.

### **1. Eligibility**

1.1 The #FreshDropFriday: DBS Live Fresh Card x PlayStation®4 Pro Lucky Draw Campaign (“**Campaign**”) is conducted by DBS Bank Ltd (“**DBS**”) and is open only to existing customers with a principal DBS Live Fresh Card or DBS Live Fresh Student Card (“**Card**”) and have successfully registered for the Campaign between 26 July to 31 December 2019 on DBS webpage at [go.dbs.com/sg-LFxPS4](http://go.dbs.com/sg-LFxPS4) (“**Eligible Cardmembers**”).

For the avoidance of doubt, the benefit of all charges incurred by a Supplementary Cardmember in respect of the Campaign shall accrue to the eligible Principal Cardmember only.

1.2 All information provided during the registration must match existing DBS’ records. Registration with incorrect information may result in a Cardmember being omitted from qualifying for the Campaign.

1.3 The following persons are not eligible to participate and will be disqualified from participating in the Campaign:

1.3.1 Cardmembers whose DBS Live Fresh Card or DBS Live Fresh Student Card accounts (“**Card Accounts**”) have been suspended, cancelled or terminated by DBS at any time between 26 July to 31 December 2019.

### **2. Qualifying Period, Campaign Mechanics and Lucky Draw Date**

2.1 The Qualifying Period for the Campaign is from 26 July to 31 December 2019 (“**Qualifying Period**”).

2.2 Campaign Mechanics

2.2.1 Lucky Draw (“**Draw**”):

2.2.1.1 1 Draw Chance will be allocated for every S\$50 Qualifying Spend made to the Card during the Qualifying Period.

2.2.1.2 50 winners (“**Winners**”) will win a prize (“**Prize**”) (defined in Clause 3.1).

- 2.3 Calculation of Qualifying Spend is based on the transaction date of retail spend charged to the Card.
- 2.4 Qualifying Spend is based on transacted and posted retail sales and recurring bill payment, and excludes:
- 2.4.1 payments made via AXS, SAM and eNETS;
  - 2.4.2 payments to educational institutions;
  - 2.4.3 payments to financial institutions (including banks, online trading platforms and brokerages);
  - 2.4.4 payments to government institutions and services (court cases, fines, bail and bonds, tax payment, postal services, parking lots and garages, intra-government purchases and any other government services not classified here);
  - 2.4.5 payments to insurance companies (sales, underwriting and premiums);
  - 2.4.6 payments to non-profit organisations;
  - 2.4.7 any top-ups or payment of funds to payment service providers, prepaid accounts and any pre-paid accounts (e.g. EZ-Link, NETS FlashPay, Singtel Dash);
  - 2.4.8 any betting transactions (including levy payments to local casinos, lottery tickets, casino gaming chips, off-track betting and wagers);
  - 2.4.9 any transactions related to crypto currencies;
  - 2.4.10 instalment payment plan purchases, preferred payment plans, balance transfer, fund transfer, cash advances, annual fees, interest, late payment charges, all fees charged by DBS, miscellaneous charges imposed by DBS (unless otherwise stated in writing by DBS); and
  - 2.4.11 any other transactions determined by DBS from time to time.
- 2.5 Transaction must be charged to the Card within the Qualifying Period and must be posted into the Card Account at the point of report extraction to qualify for the Draw. DBS shall not be responsible for any failure or delay in the transmission of evidence of sales transactions by any acquiring merchant, merchant establishments, postal or telecommunication authorities or any other party.
- 2.6 The Draw will be conducted on 17 January 2020 (“**Draw Date**”).

- 2.7 Unless DBS notifies otherwise, the Draw will be conducted in the presence of external auditors on the above Draw Date at 10am (or on such other dates as DBS may determine at its sole and absolute discretion) at 12 Marina Boulevard, DBS Asia Central @ MBFC Tower 3, Singapore 018982 or at such other venue as may be determined by DBS.
- 2.8 Winners of the Draw will be announced on DBS' website within 14 calendar days from the Draw Date.
- 2.9 Winners will be contacted via ordinary post on the redemption of the Prize within 14 calendar days from the Draw Date at their mailing addresses in DBS' records. It is the responsibility of all Winners to provide DBS with their updated mailing addresses.

### 3. The Prize

#### 3.1 Lucky Draw Prize

- 3.1.1 Winners will each win 1 PlayStation® 4 Pro ("PS4 Pro") Custom, inclusive of a 2TB PS4 Pro Console, 2 DualShock® 4 Wireless Controllers and 1 complimentary PS4 Pro Enhanced Game – Marvel's Spider-Man.

#### 3.2 Terms and Conditions of the Prize

- 3.2.1 In the unlikely event that a Prize should become unavailable, DBS reserves the right to substitute a prize which it may deem as being of equal value.
- 3.2.2 Winners are to redeem the Prize within the stipulated ("**Redemption Period**") in the notification letter sent by DBS.
- 3.2.3 Winners who are unable to redeem their Prizes in person during the stipulated Redemption Period defined in Clause 3.2.2 may appoint someone to redeem the Prize on their behalf. In such an event, any information provided to DBS with personal data of an appointed person for purposes of redemption can be collected, used and disclosed by/to DBS and/or third parties. The Winners and the appointed persons thereby agree to the terms of the DBS Privacy Policy in Clause 3.2.9.
- 3.2.4 Subject to Clause 2.2, Winners will be randomly drawn from the pool of entries by means of a computerized draw under the supervision of an external auditor on the Draw Date. DBS shall have the right to draw ("**Reserve Winners**") to replace any Winner drawn who is subsequently disqualified or unable to collect the Prize.

- 3.2.5 Prizes are strictly non-redeemable for credit, non-transferable, non-assignable and non-exchangeable and non-replaceable.
- 3.2.6 Winners' eligibility to participate in the Draw is subject to verification, and in the event that a Winner is determined by DBS to be ineligible to participate in the Draw, DBS shall have the right to disqualify that Winner without notice and award his/her Prize to a Reserve Winner.
- 3.2.7 Winners who have been awarded a Prize shall not be entitled to any compensation, benefits or substitution in any form whatsoever in lieu of the Prize and/or should any Prize be forfeited or reclaimed.
- 3.2.8 Prizes that remain unclaimed after the stipulated Redemption Period stated in the Prize notification email sent by DBS will be forfeited.
- 3.2.9 Winners consent to DBS disclosing and/or publishing their names, and picture/photograph/video in any manner which DBS may deem fit for publicity purposes. Winners shall cooperate with and participate in such publicity activity organised by DBS without any compensation whatsoever and in such manner as DBS deems fit. In addition, by participating in this Campaign, each participant consents to DBS disclosing his/her name, NRIC/passport number or any of his/her personal information to any third-party DBS may reasonably consider appropriate or necessary in connection with administering the Campaign, including any person or entity involved in organising, promoting or conducting the Campaign for purposes of the Campaign. Participants consent under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of their personal data by/to DBS and such other third party as DBS may reasonably consider necessary for the purpose of the Campaign, and confirm that they agree to be bound by the terms of the DBS Privacy Policy, a copy of which can be found on [www.dbs.com/privacy](http://www.dbs.com/privacy). Winners who fail to comply with this clause shall result in their disqualification as a Winner or Eligible Cardmember and to receive the Prize.
- 3.2.10 If DBS subsequently determines that a person is in fact not eligible for the Prize or to participate in the Campaign, for any reason whatsoever, DBS may at its discretion reclaim the Prize and award or dispose of it in such manner and to such person(s) as

DBS deems fit in its sole discretion. Each participant hereby authorises and consents to DBS debiting the cash value of the Prize from his/her Card Account.

#### **4. General Terms and Conditions**

- 4.1 DBS will not be responsible for any injuries, loss, claim or damage suffered or incurred in connection with the Prize, the Draw (including but not limited to any error in computing any qualifying transaction, any breakdown or malfunction in any computer system or equipment) and/or any notices, letters or correspondence lost, stolen or misdirected in the postal system or telecommunication system, and the consequences arising from the non-receipt of such communication.
- 4.2 By participating in this Campaign, participants agree to release and hold DBS harmless from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection with, either directly or indirectly:
- 4.2.1 the awarding, acceptance, receipt, possession, use or misuse of any Prize or parts thereof awarded pursuant to the Campaign; and
  - 4.2.2 the participation in the Campaign or any prize-related activities.
- 4.3 Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of a customer to participate in the Campaign or receive a Prize. DBS' decision on all matters relating to the Campaign (including but not limited to the number of Draw Chances to be awarded to any customer, and the selection of Winners) shall be final and binding on all participants. Except for the notification letter issued by DBS pursuant to Clause 2.9 (after any verification as may be required has been completed), DBS shall not be obliged to enter into any correspondence on any matter with any party concerning the Campaign.
- 4.4 DBS' decision on all matters relating to the Campaign shall be final. No correspondence or claims will be entertained.
- 4.5 DBS may vary these Terms and Conditions or suspend or terminate the Campaign without any notice or liability to any party.