

## DBS Esso Card – Ultimate Drivers' Draw 2016 Terms and Conditions

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

### **1. Eligibility**

- 1.1 The DBS Esso Card ("Card") – Ultimate Drivers' Draw 2016 ("Draw") is conducted by DBS Bank Ltd ("DBS") and (except those persons listed under paragraph 1.2 below) is open only to eligible principal DBS Esso Card customers ("Eligible Cardmembers") whose card accounts are valid, subsisting and in good standing as may be determined by DBS at its sole and absolute discretion. For the avoidance of doubt, the benefit of all charges incurred by a Supplementary Cardmember in respect of the Draw shall accrue to the eligible Principal Cardmember only.
- 1.2 The following persons are not eligible to participate and will be disqualified from participating in the Draw:
  - a) Cardmembers whose card accounts have been suspended, cancelled or terminated by DBS at any time during the Qualifying Period (as defined below).

### **2. Qualifying Period, Draw and Draw Date**

- 2.1 The qualifying period for the Draw is from 1 July - 19 August 2016 ("Qualifying Period").
- 2.2 The Draw will be conducted on 7 September 2016 ("Draw Date").
- 2.3 Unless DBS notifies otherwise, the Draw will be conducted in the presence of external auditors on the above Draw Date at 4pm (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.
- 2.4 The winners of the Draw ("Winners") will be published on DBS' website, in a local English-Language newspaper within 14 calendar days from the Draw Date. The

Winners will also be notified by ordinary post within 15 working days from the Draw Date, at the Winners' mailing address in DBS records.

### **3. Allocation of Lucky Draw Chances**

3.1 To qualify for the Draw, customer will need to charge a minimum of S\$50nett to their Card ("Qualifying Spend") during the Qualifying Period at any Esso service stations.

3.2 Qualifying spend includes posted local retail sales, but excludes card fees, late charges, cash withdrawals, bill payments, iBanking transactions, balance transfers, smart cash, unposted 0% installment payment plan purchases, cash advances, finance charges, fund transfer transactions, and all fees charged by DBS.

3.3 Draw chances will be allocated in the following manner:

- a) 1 Draw Chance will be allocated to every Eligible Customer for every Qualifying Spend successfully charged to their card during the Qualifying Period.
- b) 2 Draw Chances will be allocated to every Eligible Customer for every Qualifying Spend successfully charged to their card during the Qualifying Period at any Esso service stations.

3.4 All Qualifying Spend made during the Qualifying Period must be posted and captured in DBS's system within 3 days from transaction date, within the Qualifying Period, to qualify for the Draw.

3.5 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.

### **4. The Prizes and Winners**

4.1 There will be 434 unique winners, and each winner will win a 2D/1N Package in Courtyard Suite at Amara Sanctuary Resort Sentosa, inclusive of breakfast for 2 ("Prize").

#### **4.1.1 Package inclusions**

- S\$50nett dining voucher
- Complimentary breakfast for 2 persons
- Complimentary Wifi Access
- Complimentary Sentosa admission for 2
- In-room Coffee & Tea making facilities
- 24 hour room service
- Use of Gymnasium and swimming pools
- Complimentary daily schedule shuttle service from the Resort to HarbourFront, on a first-come-first-served basis, subject to seats availability.
- Laundry services

#### **4.1.2 Package terms and conditions**

- The gift certificate is not transferrable or exchangeable for cash.
- The gift certificate is only valid when signed by an authorised signatory from Amara Sanctuary Resort Sentosa.
- The gift certificate cannot be used during special promotions and peak periods, unless otherwise stated.
- Any extra items ordered other than that stated on the gift certification is chargeable.
- The gift certificate is only good for the period stated.
- No replacement certificate will be issued if lost by bearer.
- Accommodation is subject to room availability.
- Prior reservation is required, and gift certificate must be presented before ordering or checking in.
- Single gift certificate to be used per visit.
- Dining credits is valid for one-time use at either Tier Bar or Shutters Restaurant. Balance amount will not be refunded.
- Dining credits is not applicable for in-room dining.

#### **4.1.3 Blackout dates**

Dates	Season
1 – 8 October 2016	Golden Week
28 & 29 October 2016	Deepavali
9 & 10 December 2016	ZoukOut
23 December 2016 – 3 January 2017	Festive Period
27 January – 4 February 2017	Chinese New Year
14 & 15 April 2017	Good Friday
28 April – 1 May 2017	Labour Day
9 & 10 May 2017	Vesak Day
23 – 25 June 2017	Hari Raya Puasa
*Dates above are subjected to changes	

#### **4.1.4 No Show/Cancellation Policy**

Any cancellations made 3 days prior to arrival will result in the gift voucher deemed as redeemed and forfeited. The same applies for no show.

- 4.2** Subject to Clause 2.3, 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 a “reserve winner” to replace any Winner drawn who is subsequently disqualified.
- 4.3** Each of the Winners is entitled to receive only 1 Prize during the Draw campaign.
- 4.4** Prizes are strictly non-redeemable for credit, non-transferable, non-assignable and non-exchangeable and non-replaceable if lost, or stolen.
- 4.5** Every Winner’s eligibility to participate in the Draw is subject to verification, and in the event that a Winner is verified 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.

- 4.6** A Winner who has 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.
- 4.7** If a winner fails to claim his/her Prize within the stipulated redemption period in the Prize notification letter issued by DBS, his/her Prize will be forfeited.
- 4.8** The Winners consent to DBS disclosing and/or publishing their names, particulars and pictures/photographs in any manner which DBS may deem fit for publicity purposes, including via the modes described in Clause 2.4 above. The 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 Draw, 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 Draw, including any person or entity involved in organizing, promoting or conducting the Draw for purposes of the Draw. The participants consent under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of the participants' personal data by/to DBS and such other third party for the purpose of the Draw and the participants confirm that they have read and agree to be bound by the terms of the DBS Privacy Policy, as may be amended, supplemented and/or substituted by DBS from time to time, a copy of which can be found on DBS website at [www.dbs.com.sg](http://www.dbs.com.sg). The failure by any Winner to comply with this clause shall result in his/her disqualification as a winner and to receive the Prize.
- 4.9** If DBS subsequently determines that a person is in fact not eligible for the Prize or to participate in the Draw, 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 DBS Esso Card account.

## 5 General Terms and Conditions

- 5.1** DBS will not be responsible for any injuries, loss, claim or damage suffered or incurred in connection with the Prizes, 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.
- 5.2** By participating in this Draw, 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:
  - 5.2.1** the awarding, acceptance, receipt, possession, use or misuse of any Prize or parts thereof awarded pursuant to the Draw; and
  - 5.2.2** the participation in the Draw or any prize-related activities.
- 5.3** Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of a customer to participate in the Draw or receive a Prize. DBS' decision on all matters relating to the Draw (including but not limited to the number of Draw Chances to be awarded to any customer, and the selection of the Winners) shall be final and binding on all participants. Except for the notification letters issued by DBS pursuant to Clause 2.4 (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 Draw.
- 5.4** DBS may vary these terms and conditions, or withdraw or terminate the Draw at any time without any notice or liability to any party. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the Draw, these terms and conditions shall prevail.

- 5.5 These terms and conditions shall be read in conjunction with the DBS Cards General Promotions Terms and Conditions. In the event of any inconsistency, these terms and conditions shall prevail insofar as they apply to the Draw. The DBS Cards General Promotions Terms and Conditions is available at [www.dbs.com.sg](http://www.dbs.com.sg).
- 5.6 These terms and conditions shall be governed by and construed in accordance with the laws of Singapore, and participants irrevocably submit to the exclusive jurisdiction of the Singapore courts.
- 5.7 A person who is not a party to these terms may not enforce any of them under the Contracts (Rights of Third Parties) Act (Chapter 53B) and notwithstanding any terms herein, the consent of any third party is not required for any variation of the terms of the Draw (including any release or compromise of any liability) or termination of the Draw.