

## **Terms & Conditions of “Win iPhone 14 Pro and iPad Air with NETS Bank Card” (“Promotion”)**

The Promotion is organised by AXS Pte Ltd (“AXS”) and Network for Electronic Transfers (Singapore) Pte Ltd (“NETS”).

### **ELIGIBILITY:**

1. This Promotion is open to all individuals who are Singapore Citizens, Singapore Permanent Residents or foreigners residing in Singapore, that make Qualifying Transaction (*as defined in Clause 9*) on AXS m-Station (“Eligible Customer”).
2. The following persons are not eligible to participate in and are disqualified from the Promotion:
  - 2.1. Employees of AXS and their spouses (if applicable);
  - 2.2. Employees of NETS;
  - 2.3. Employees of vendors, advertising agencies or external auditors of AXS and any other parties who are directly involved in the organising, promoting or conducting of the Promotion; and
  - 2.4. Corporate or other entities.
3. AXS and NETS may from time to time in its absolute discretion decide on the eligibility for participation of the Promotion.

### **ELIGIBLE SERVICES:**

4. The services in the following categories will be eligible for the Promotion (“Eligible Services”):
  - (i) Bills (*excluding IRAS*)
  - (ii) Top up
  - (iii) eServices (*excluding LTA and MINDEF services*)
  - (iv) Others
  - (v) Vouchers & Deals

### **PROMOTION PERIOD:**

5. The Promotion shall commence from 3 October 2022 to 31 December 2022, both dates inclusive (“Promotion Period”).

### **QUALIFYING PERIODS AND DRAW DATES:**

6. The Promotion Period consists of three (3) periods (“Qualifying Periods”), by which 8 winners will be drawn for each period (“Draw”) (*refer to table in Clause 8*).
7. To qualify for each Draw, Eligible Customers have to perform Qualifying Transaction (*as defined in Clause 8*) during the Qualifying Period as set out below.

Qualifying Period	Dates (both dates inclusive)	Draw Dates & Times	Number of Winners and Reserve Winners to be drawn
1	3 – 31 Oct 2022	8 November 2022 (Tuesday), 10.30am	Winners: 8 Reserve Winners: 8
2	1 – 30 Nov 2022	8 December 2022 (Thursday), 10.30am	Winners: 8 Reserve Winners: 8

3	1 – 31 Dec 2022	10 January 2023 (Tuesday), 10.30am	Winners: 8 Reserve Winners: 8
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**QUALIFYING TRANSACTION AND CHANCE ALLOCATION:**

- Eligible Customers must successfully perform payment to Eligible Service(s) on AXS m-Station using NETS Bank Card during the Promotion Period to be eligible for the Promotion (“Qualifying Transaction”). “NETS Bank Card” refers to NETS ATM or Debit Card issued by DBS/POSB and OCBC, or NETS ATM cards issued by UOB in Singapore.
- Qualifying Transactions made for each Eligible Service will be allocated lucky draw chance (“Draw Chance Allocation”) as follows:

Eligible Services	Draw Chance Allocation
Bills	One (1) lucky draw chance for every successful unique bill paid per Qualifying Period
Top Up	One (1) lucky draw chance for every successful prepaid card top-up
eServices	MUIS <ul style="list-style-type: none"> <li>One (1) lucky draw chance for every successful payment per day</li> </ul> Other eServices <ul style="list-style-type: none"> <li>One (1) lucky draw chance for every successful unique bill paid per Qualifying Period</li> </ul>
Others	1 lucky draw chance for every unique bill paid per Qualifying Period
Vouchers & Deals	Vouchers <ul style="list-style-type: none"> <li>One (1) lucky draw chance for every successful purchase per day per device</li> </ul> Deals <ul style="list-style-type: none"> <li>One (1) lucky draw chance for every successful purchase</li> </ul>

- Lucky draw chances allocated for each Qualifying Transaction is as defined in the formula below.

Lucky draw chances for Qualifying Transaction = Number of Draw Chance Allocation for Qualifying Transaction x number of (unique) Eligible Service for Qualifying Transaction

*Example:*

Qualifying Period 1

Qualifying Transaction	Description	Draw Chance Allocation	Number of (unique) Eligible Service	Lucky Draw Chances earned
1	Pay Bill A	1	1	1
2	Top up Prepaid Number B and pay Bill C	2	2	4
3	Pay Bill A and Bill D	1	1	1
4	Pay Bill E, Bill F and Top up Prepaid Number B	3	3	9
5	Pay Bill D	0	0	0
<b>Accumulated Chances for Qualifying Period 1</b>				<b>15</b>

Qualifying Period 2

Qualifying Transaction	Description	Draw Chance Allocation	Number of (unique) Eligible Service	Lucky Draw Chances earned
1	Pay Bill E	1	1	1
2	Pay Bill E, Bill F and Top up Prepaid Number B	2	2	4
Accumulated Chances for Qualifying Period 2				5

Total accumulative Draw chances for the two qualifying periods = 20 chances

11. There is no limit to the number of chances Eligible Customer may be allocated during the Qualifying Period.
12. Draw chances are accumulative throughout the Promotion Period for non-winners.
13. Draw chances accumulated are non-transferable and cannot be combined with draw chances accumulated by any other Eligible Customer.

**CONDUCT OF DRAW:**

14. The draw will be conducted at 53 Mohamed Sultan Road #01-K1 Sultan Link Singapore 238993 on the Draw Dates and Times (as stated in Clause 7), or any such date, time or venue as may be determined by AXS.
15. On the Draw Date of each Qualifying Period, eight (8) winners and eight (8) reserve winners will be selected.
16. The winners and reserve winners will be selected at random by means of a computerized or electronic system. The reserve winners are drawn to replace any winner subsequently disqualified.
17. All winners will be contacted through phone. AXS will attempt to make at least two (2) phone calls a day for three (3) working days to the winners, from phone number (+65) 6560 2727, to obtain their full particulars for verification purposes. In the event that AXS is unable to contact a winner within this period, AXS will choose an eventual winner from the reserve winner list of the respective Qualifying Period.
18. The winner(s) may be requested to provide proof of account ownership of the payment services which they have made to participate in the Promotion.
19. AXS's decision as to the winners and reserve winners of the Promotion shall be final and conclusive.

**THE PRIZES:**

20. There will be three (3) iPhone 14 Pro (worth \$1,649) and five (5) iPad Air 64GB Space Grey (worth S\$879) given away for each Qualifying Period ("Prize").

21. Each winner may only win one (1) Prize during the Promotion Period.
22. The Prizes are non-exchangeable, non-transferable and non-redeemable for cash, credit or any other prizes and other items in part or in full. There will be no replacement in the event if winner lost the Prize or if the Prize is stolen in his/her possession.
23. The winners and/or any other persons who benefit from the Prizes accept and enjoy the Prizes at their own risk. AXS and NETS shall not be responsible or liable for any defect or malfunction in the Prizes and/or for any loss, injury, damage or harm suffered or incurred or in connection with the receipt, use or enjoyment of the Prizes by any person.
24. AXS and NETS make no warranties or representations whatsoever as to the quality of fitness for purpose or any other implied terms and conditions with respect to the Prizes.
25. AXS and NETS reserve the right to replace or substitute the Prize with another item of similar value at any time and without prior notice.
26. Actual Prizes may differ from the images used for the Promotion or in any communications or publications relating thereto. The winners shall not have any right to make any claims or demands against AXS and NETS in connection with such variances.
27. AXS reserves the right to forfeit any Prizes for any winners who do not provide the required information upon the request of AXS.
28. Any unclaimed Prize(s) within the given collection period will be forfeited without any liability on the part of AXS and NETS. AXS may donate any forfeited Prize(s) to a charitable organisation of AXS's choice.
29. In the event that the Prize incurs tax liability, such tax is the sole responsibility of the winners.

**GENERAL:**

30. The winners of the Promotion will be announced on AXS website (<https://www.axs.com.sg>) and AXS Facebook (<https://www.facebook.com/axs.sg>).
31. AXS reserves the right to use the names and pictures/photographs of any or all the winners for print advertisements or other publicity materials; and may otherwise engage any or all the winners for its publicity purposes without any compensation whatsoever and in such manner as AXS deems fit. In addition, participation in the Promotion is deemed express consent to disclosure of the participant's personal particulars to any person or entity involved in organising, promoting or conducting the lucky draws for purposes of the Promotion.
32. Notwithstanding anything herein, AXS and NETS have the absolute discretion to determine the eligibility of any person to participate in the Promotion or receive the Prizes.
33. AXS' and NETS' decision on all matters relating to or in connection with the Promotion (including the draw chances awarded to Eligible Customers and the selection of the winners and reserve winners) is final and binding on all Eligible Customers. AXS and NETS shall not be obliged to enter into any correspondence on any matter concerning the Promotion, except for the notifications of the winners. AXS and NETS reserve its absolute right to determine an outcome and act as it deems fit in any dispute and/or issues relating thereto.
34. AXS and NETS shall not be liable to the Eligible Customer for any loss or damage or expenses arising in connection with the Promotion, including without limitation, any error in computing any draw chances, any technical hardware or software breakdown or malfunction or defects in any

computer/electronic system or equipment, failed, delayed or incorrect transactions, or lost or unavailable network connections, and any notice that is misdirected or lost in post, which may affect any Eligible Customers' eligibility in the Promotion.

35. AXS and NETS may vary these terms and conditions, or withdraw or discontinue the Promotion at any time without any notice or liability to any party.
36. AXS and NETS shall not be liable to any person in any way for any loss or damage howsoever arising from or in connection with the Promotion and/or any of the Prizes.
37. 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.
38. These terms and conditions are governed by Singapore law and the Eligible Customers agree to submit to the exclusive jurisdiction of the Singapore Courts.
39. A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (2001) to enforce any of these terms and conditions and notwithstanding any terms herein, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of the Promotion.

#### **PERSONAL DATA PROTECTION ACT**

40. The Eligible Customers consent under the Personal Data Protection Act (2012) ("Act") to the collection, use and disclosure of the Eligible Customers' personal data by/to the organisers, promoters or conductors of the Promotion and such other third party for the purpose of the Promotion and the Eligible Customers confirm that they have read and agree to be bound by the terms of the AXS Privacy Policy, as may be amended, supplemented and/or substituted by AXS from time to time, a copy of which can be found at [www.axs.com.sg](http://www.axs.com.sg).