

Terms and Conditions for SAFRA MOVIE MAX “Win 2D/1N Staycation at JW Marriott Singapore South Beach” Lucky Draw 2019/2020 (“*Lucky Draw*”)

Eligibility

1. The SAFRA “Win 2D/1N Staycation at JW Marriott Singapore South Beach!” Lucky Draw 2019/2020 (“*Lucky Draw*”) is open to all eligible SAFRA MovieMax Members who sign up/renew for a 2-year SAFRA MovieMax Membership from 16 Sep 2019 to 31 Dec 2019.
2. Three (3) Winners will be picked on 10 January 2020, after the campaign promotional period.
3. MovieMax Members shall be disqualified from participating in the Lucky Draw if by the Closing Date:
 - (a) The MovieMax membership is voluntarily terminated and not renewed;
 - (b) The MovieMax membership of the Member is no longer valid for any reason whatsoever.
4. The following persons are **not** eligible to participate in the Lucky Draw:
 - 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;
 - c) Members who are given trial SAFRA Membership (Ordinary AF).

For the avoidance of doubt, in the event of any dispute, SAFRA shall determine at its sole discretion the eligibility of any prospective participant, and its decision in this respect is final.

5. Any SAFRA Member who is or becomes insane, deceased, insolvent or the subject of a criminal investigation or has criminal proceedings instituted against him/her in any jurisdiction before the Closing Date shall not be eligible to participate in the Lucky Draw and to collect the prize if he/she is a prize winner.
6. Notwithstanding any conditions stated herein, SAFRA reserves the sole and absolute discretion to determine the eligibility of any person in relation to the Lucky Draw, and SAFRA may at any time before, during or after the Lucky Draw disqualify any person from participation in the Lucky Draw without providing any reason whatsoever.
7. Participation in the Lucky Draw is subject to the terms and conditions stated herein and the members agree to be bound by and to comply with the terms and conditions stipulated. Entry into the Lucky Draw is deemed as 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.

8. Any member who does not wish to participate in the Lucky Draw can contact SAFRA via email at mbactivity@safra.sg to indicate his/her intention to be excluded from the Lucky Draw.

Lucky Draw Chances

9. Each qualifying MovieMax Members will be entitled to 1 Lucky Draw chance based on the following criteria:
 - (a) One (1) chance for every MovieMax member who sign up/renew for a 2-year SAFRA MovieMax Membership from 16 Sep 2019 – 31 Dec 2019.
10. All Lucky Draw 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.

Results & Prizes

11. SAFRA may in its sole and absolute discretion substitute any prize with another prize of similar value without prior notice.
12. All winners of the Lucky Draw will be notified by phone and/or email as maintained in SAFRA's records after the draw is conducted.
13. Prizes are neither transferrable nor exchangeable for cash, credits or otherwise.
14. All redemptions of the prizes shall be made at SAFRA Mount Faber, HQ. The winner shall be required to present the email notification as well as his or her SAFRA membership card evidencing valid subsisting membership as at the date of redemption for the prizes. Members shall upon redemption of any prizes in the Lucky Draw be required to acknowledge due receipt of the same and to duly execute a Declaration Form prepared by SAFRA to that effect.
15. In the event that the winner is unable to collect the prize personally, he or she needs to inform SAFRA. SAFRA will review the request(s) on a case-to-case basis. Once the request is granted, the winner must fill up a letter of authorisation provided by SAFRA to authorise another party to collect and acknowledge due receipt on behalf of the prize winner. Supporting documents of the winner and the identification of the authorised person must be produced.
16. SAFRA is not an agent of nor affiliated with the agency providing the prizes. The redemption and/or usage of the prizes are subject to such other terms or conditions that the agency 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 agency supplying the prizes respectively.
17. 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

18. Each member's participation in the Lucky Draw indicates the participant's consent for the collection and use of his personal data. 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.

19. The winner consents to the public disclosure of his particulars and permit the collection and use of any personal data and photographs by SAFRA as necessary for any promotion/ marketing efforts or media publicity. The winner also consents to co-operate with and participate in publicity activities organized by SAFRA in relation to the Lucky Draw without any compensation whatsoever. SAFRA reserves the right to disclose and publish the names and such other particulars of the winner to any persons as may be necessary, and in such mode and manner as SAFRA may in sole discretion deem appropriate, and the winner consents to any such disclosure or publication by SAFRA.
20. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with the Lucky Draw or the prizes are the property of their respective owners.
21. SAFRA's decision on all matters relating to and/or in connection with the Lucky Draw, including but not limited to the eligibility of a member, the manner in which the prizes are awarded and disbursed to the winner and the conduct of the Lucky Draw, 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 Lucky Draw.
22. 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 Lucky Draw, including but not limited to any act or omission relating to the member's participation in the Lucky Draw, howsoever caused.
23. 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.
24. 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 Lucky Draw, 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.
25. The winner(s) and/or other person(s) who benefit 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.
26. SAFRA reserves the right to revise the terms and conditions of the Lucky Draw stated herein (including but not limited to varying the Closing Date of the Lucky Draw) or withdraw or terminate the Lucky Draw 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 Lucky Draw, these terms and conditions shall prevail.
27. The terms and conditions of the Lucky Draw 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.
28. The Lucky Draw and the terms and conditions herein shall be construed and governed by the laws of Singapore.