

## Terms and Conditions

### ELO Mega Draw

#### ("Lucky Draw")

- Consent:** By participating in the Lucky Draw, each customer (a "**Customer**"): (i) agrees to be bound by these Terms and Conditions; (ii) consents to the collection and use by HyfluxShop Pte. Ltd. ("**HyfluxShop**") of their personal data for the purpose of the Lucky Draw, statistical analyses, marketing and/or survey participation and disclosure of any such personal data to HyfluxShop's affiliated companies, service providers and/or agents for these purposes.
- Eligibility:** The ELO Mega Draw (the "**Lucky Draw**") organised by HyfluxShop is open to persons aged 18 years and above only as at 1 May 2018, except: (i) employees of HyfluxShop Holdings Ltd. and its affiliated companies; (ii) any person who is or becomes insane, deceased, insolvent or the subject of a criminal investigation; and (iii) any other person or class of persons deemed ineligible for the Lucky Draw by HyfluxShop in its sole discretion from time to time.
- Lucky Draw:** HyfluxShop will conduct 4 lucky draws, comprising 3 quarterly draws and 1 grand draw (the "**Draws**"), over 4 lucky draw periods ("**Lucky Draw Periods**") on the lucky draw dates ("**Lucky Draw Dates**") at the lucky draw locations ("**Lucky Draw Locations**") for the following prizes ("**Prizes**") set out in the table below. HyfluxShop will in its sole discretion determine the method of drawing the prizes.

Type of draw	Lucky Draw Qualifying Period	Lucky Draw Date	Lucky Draw Location <sup>1</sup>	Prize <sup>2</sup>
Quarterly Draw	1 May 2018 – 29 July 2018	3 August 2018, 4:30 pm	Hyflux Innovation Centre	\$50,000 cash
	1 May 2018 – 28 October 2018	2 November 2018, 4:30 pm	Hyflux Innovation Centre	\$50,000 cash
	1 May 2018 – 27 January 2019	1 February 2019, 4:30 pm	Hyflux Innovation Centre	\$50,000 cash
Grand Draw	1 May 2018 – 30 March 2019 (8:00 pm)	30 March 2019, 10:00 pm	Hyflux Innovation Centre	BMW 318i Shadow Edition sedan (Model Year 2018) (" <b>Car Prize</b> ") <sup>3</sup>

<sup>1</sup> HyfluxShop reserves the right to change the Lucky Draw Location without prior notice.

<sup>2</sup> All prizes are non-transferable, non-refundable and non-exchangeable for cash, credit, goods or services in kind unless otherwise stated. Images of prizes on all marketing materials are for illustration purposes only and actual prizes may differ. Cash prizes will be issued by cashier's order or other method of award as may be determined by HyfluxShop.

<sup>3</sup> Car Prize excludes (and the winner will bear the cost of) the Certificate of Entitlement (COE), Additional Registration Fee (ARF), Motor Vehicle Insurance, road tax, registration number plates, In-vehicle Unit (IU), registration fees and GST applied on number plates and IU unit. Car Prize must be claimed in Singapore only and must be registered within 2 months from the Grand Draw, such registration to be facilitated by Performance Motors Limited. If winner chooses not or is unable to register the car or take delivery of the car in Singapore or winner is a foreigner not residing in Singapore, winner may only sell it to Performance Motors Limited for cash at a price as may be determined by Performance Motors Limited. Winner must complete the registration or encashment of the Car Prize in accordance with this paragraph within 2 months from the Grand Draw. Car Prize comes with a 3 year warranty from Performance Motors Limited; all

4. **Winners:** Winners will be notified by post or by electronic mail or by telephone and results of the Draws will be announced on <https://megadraw.hyfluxshop.com/winners>. Winners must present their NRIC or passport to redeem the prize. It is a condition precedent that all winners will permit the public use and disclosure and taking of their names, country of residence and photographs for marketing, publicity or commercial purposes. HyfluxShop has the right to disqualify a winner and forfeit any chance or prize if the winner is unable to attend in person the prize presentation and/or the announcement of the winner(s) of the Draw, or in the event of any fraud, misrepresentation, dishonesty or breach of these Terms and Conditions on part of the winner. Prizes which are unclaimed (or in the case of the Car Prize if it is not registered or encashed in accordance with footnote 3) within 2 months from the applicable Lucky Draw Date or their equivalent value may be donated to a charitable organisation in HyfluxShop's sole discretion.
5. **Chances:** Every \$50 spend in a single receipt or transaction made between 1 May 2018 to 30 March 2019 (both dates inclusive) (the "**Qualifying Period**") entitles a Customer to 1x lucky draw chance, with all purchases made via the following channels:
- (i) any purchases made at any events that HyfluxShop may organise in Singapore from time to time and which HyfluxShop designates as a qualifying event ("**HyfluxShop Events**");
  - (ii) any purchases made at any roadshows that HyfluxShop may organise in Singapore from time to time ("**HyfluxShop Roadshows**");
  - (iii) point-of-sale ("**POS**") purchases at the ELO Lab at City Square Mall or ELO Water Therapy Centre at Belvedere;
  - (iv) online purchases through HyfluxShop Singapore websites at [hyfluxhomeproducts.com](http://hyfluxhomeproducts.com), [myhyfluxshop.com](http://myhyfluxshop.com), [elowatershop.com](http://elowatershop.com) and [hyfluxshop.com](http://hyfluxshop.com); and
  - (v) purchases through the HyfluxShop Mobile App.

Winning chances for the quarterly draws are considered spent. All other chances are snowballed across the 3 quarterly draws and to the final grand draw. Non-HPP<sup>4</sup> partners and members who purchase via POS are required to fill in hardcopy lucky draw forms on site at point of sale.

6. **General T&Cs:**

- (i) All decisions by HyfluxShop on matters in relation to the Lucky Draw is final, conclusive and binding and no correspondence will be entertained.
- (ii) HyfluxShop shall not be liable to any Customer for any injury, damage, loss, cost or expense arising out of or in connection with the Lucky Draw, and each Customer agrees to defend, indemnify and hold HyfluxShop and Hyfluxshop's affiliated companies and each of their employees, agents and service providers harmless from and against all claims and expenses (including all legal costs on a full indemnity basis) arising out of or in relation to the Lucky Draw.
- (iii) These Terms and Conditions may be modified from time to time by HyfluxShop in its sole discretion without notice. Please check the <https://megadraw.hyfluxshop.com/pages/TermsAndConditions/TnC.pdf> for the most current Terms and Conditions of this Lucky Draw.

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warranty claims with regards to the Car Prize shall be directed to Performance Motors Limited and not to HyfluxShop. Specifications may differ from the model indicated. HyfluxShop and Performance Motors Limited reserves the right in its sole discretion to replace prizes of similar value if they are unavailable. Prizes are provided on an "as is" and "as available" basis and HyfluxShop does not warrant or guarantee the usability or quality of the prizes and, to the fullest extent permitted by law, disclaims all representations and warranties (whether express or implied) on the prizes including but not limited to merchantability or fitness for a particular purpose.

<sup>4</sup> "HPP" means the HyfluxShop Partner Programme.

- (iv) These Terms and Conditions shall be governed by and construed in accordance with Singapore law, and any claims or disputes of whatever nature shall be subject to the exclusive jurisdiction of the courts of Singapore.