

WINK+ “CNY” PROMOTION (the “Campaign”)

28 Jan – 04 Feb 2017

Terms & Conditions

The following terms and conditions and all subsequent revisions or amendments thereafter made from time to time by XCO shall apply to the Campaign. The term “XCO” shall refer to The X Collective Pte Ltd unless where the context otherwise requires.

The Campaign period will be from 28 Jan – 04 Feb 2017 (the “**Campaign Period**”). XCO reserves the right at its sole discretion, to (a) suspend, postpone and/or terminate the Campaign, (b) shorten and/or extend the duration of the Campaign Period, and/or (c) amend, modify, delete, replace and/or revise the terms and conditions of the Campaign, without any prior notification to any person and without incurring any liability to any party whatsoever.

1 Eligibility for Lucky Draw

- 1.1 Subject to the terms and conditions set out herein, anyone who downloads the WINK+ app and register an account or like and share the CNY Facebook post on WINK+ Facebook page during the Campaign Period may participate in the lucky draw (the “**Lucky Draw**”) on the terms and conditions set out herein.
- 1.2 Notwithstanding paragraph 1.1, the following persons are not eligible to participate in the Campaign:
 - a) All participating retailers, advertising and promotion agencies for the Campaign and their affiliates and subsidiaries;
 - b) Employees and their immediate family members and/or relatives living in the same household.
- 1.3 A registrant’s failure to provide true, correct and accurate information on his/her personal particulars when participating in the Campaign will automatically disqualify the registrant from the Campaign.
- 1.4 To qualify for the Lucky Draw, a person shall, during the Campaign Period download the WINK+ app and register an account or like and share the CNY Facebook post on WINK+ Facebook page.

2 Lucky Draw Prizes

- 2.1 The prizes for the Lucky Draw are as follows:

Item	Prize	Number of Winner(s)
Lucky Draw Prize 1	\$28 Cash Red Packet	08
Lucky Draw Prize 2	\$38 Cash Red Packet	01

- 2.2 XCO shall have the right at its sole discretion and without prior notice to replace, change or substitute any prize(s) with one of similar value. No prize may be exchanged for cash or other goods and services.
- 2.3 All prizes are not transferable, exchangeable for cash or kind or extendable in validity.
- 2.4 In consideration of XCO providing the prizes under the Campaign, the registrant acknowledge and agree to be bound by all terms and conditions imposed by XCO and/or its Related Companies (as defined in the Companies Act (Cap 50)) as well as by any third parties governing the use of the prizes.

3 Conduct of the Lucky Draw

- 3.1 The Lucky Draw will be held on 06 Feb 2017, at 12pm unless otherwise changed by XCO in its sole absolute discretion.

- 3.2 The Winners will be drawn from the pool of eligible contestants.
- 3.3 XCO shall have the right to draw reserve “winners” in the event that the winner(s) is disqualified.
- 3.4 XCO maintains the right at its sole and absolute discretion to effect forfeitures of any prizes or disqualification of any Shopper from the Lucky Draw.
- 3.5 All winners of the Lucky Draw will be notified by phone and/or email via the contact particulars they had registered with under the Campaign.
- 3.6 All prizes which remain unclaimed within one (1) months from the date of the Lucky Draw for any reason whatsoever may be, at the sole absolute discretion of XCO, disposed of in any manner as it deems fit, and no claims whatsoever (whether for the prize, payment or compensation) shall be entertained.
- 3.7 Please note that photographs may be taken during the award of the prizes for publicity purchases.

In all circumstances, XCO’s decisions shall be final, binding and conclusive and no correspondence will be entertained.

4 **Limitation of Liability**

- 4.1 To the extent permitted by law, all Contestants in the Campaign hereby agree to release, discharge, indemnify and hold harmless XCO or its Related Companies (as defined in the Companies Act (Cap 50) and its respective employees or agents (the “**Indemnified Parties**”) from any and all liabilities, claims, demands and/or damages of any nature whatsoever arising out of or relating to the Campaign, the redemption item(s) and/or any activity relating thereto, including but not limited to any death, personal injury and/or property damage, any tax liabilities in relation to the redemption item(s), any special, direct or indirect and consequential losses and/or any other liabilities howsoever caused in relation to the Campaign.
- 4.2 XCO shall not at any time or in any circumstances be responsible or held liable for (a) any non-acceptance, non-performance or the standard of performance in respect of any redemption item(s) or (b) the quality of the redemption item(s).
- 4.3 Apple Inc. is not a sponsor of or in any way involved with any promotional activity associated with this Promotion.