

## **TERMS AND CONDITIONS OF PRUDENTIAL WELLNESS CLINIC LUCKY DRAW (THE “LUCKY DRAW”)**

### **A. Lucky Draw Details**

#### **1. Definitions:**

- a) **“Prudential”** means Prudential Assurance Company Singapore (Pte) Limited.
- b) **“Lucky Draw Qualifying Period”** means the period between 26 August 2019 and 2 September 2019 (both dates inclusive).
- c) **“Eligible Participants”** means any persons aged 21 years and above as of 26 August 2019, except:
  - i. Employees and Financial Consultants/representatives of Prudential, Suppliers of the Prize(s) and any other company professionally connected to the Lucky Draw;
  - ii. Immediate family members of persons who fall within the class of persons referred to in clause 1(c)(i) above, and “immediate family members” mean spouses, children, parents, parents-in-law and siblings;
  - iii. Any person 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; or
  - iv. Any other person or class of persons deemed ineligible or notified by Prudential as being ineligible from time to time.

#### **2. Lucky Draw Mechanisms**

- a) Prudential shall conduct the lucky draw on the dates set out below:

<b>Lucky Draw Qualifying Period</b>	<b>Lucky Draw Date</b>	<b>Number of winner(s)</b>
26 August - 2 September 2019	16 September 2019	1

- b) Eligible Participants must satisfy the following criteria during the Lucky Draw Qualifying Period in order to stand a chance to win the Prize(s) (as defined in Clause 5):

<b>Description</b>	<b>No. of chance(s)</b>
Register to participate in the activities held at Break The Ceiling Touch The Sky Summit – Prudential booth	1 chance

- c) Each Eligible Participants may earn only 1 chance during the Lucky Draw Qualifying Period.

#### **3. Conduct of Lucky Draw**

- a) The Lucky Draw will be conducted at 7 Straits View, #06-01 Marina One East Tower, Singapore 018936 (or such another venue, date as may be determined at Prudential’s discretion.)
- b) A total of one (1) winner (“Winner”) will be drawn at random by an audited lucky draw system. The Lucky Draw will be conducted in the presence of and be witnessed and audited by an employee of Prudential together with an external auditor. The number of winners for the Lucky Draw Qualifying Period is set out in Clause 2(a).

#### **4. Prize(s)**

- a) The Winner will be eligible to win a prize (“Prize”). Prize for the Lucky Draw is a Wellness Clinic worth up to \$3,000 to be held at the Winner’s office. Wellness Clinic includes up to 6 activity(ies) aims to educate corporate employees on physical, financial or mental wellness. Provision of such activities will be dependent on the office area dedicated to carry out the said activities at the Winner’s office.

The 6 activities include:

**1. Mobility and movement testing**

Come and get tested by a physiotherapist to see how good your range of movement is. Walk away with exercises specially for you to help improve areas needed.

**2. Meditation for beginners**

Most people struggle to understand how to switch their mind off. Learn some simple hacks that will have you zen-like in no time.

**3. Body composition testing**

The most effective test to check on body fat, weight, muscle, water and bone mass. Get a reading on it now and see if you can improve your score in 3 months at the next roadshow.

**4. Living to 100**

We are all living longer, but can you afford to?  
Take the Prudential quiz to see how your finances stack up to live a longer life.

**5. Healthy snacking**

Healthy doesn’t mean it tastes bad. Sample some snacks, that taste great are good for you

**6. The sugar truth**

Sugar is an addiction, and most people don’t know how much they are consuming each day. Find out from our expert what your reading is and what you should do.

- b) The Prize is non-transferable, non-refundable and non-exchangeable for cash, credit, goods or benefits in kind.
- c) The Winner must redeem prize no later than 25 October 2019, unless stated otherwise. If a Winner fails to claim his/her Prize within the time frame, his/her Prize will be forfeited, and the Winner shall not have any claim against Prudential for such forfeiture. Prudential reserves the right to deal with the unclaimed Prize(s) in its sole discretion including donating the same to a charity of Prudential’s choice, where applicable.

**5. Prize Redemption/Collection**

- a) The Winner of the Lucky Draw will be notified via post ten (10) working days after the Lucky Draw has been conducted.

**B. General Terms and Conditions for the Lucky Draw**

1. In case of any misconduct, fraud or abuse committed by an Eligible Participant, Prudential reserves the right to disqualify the Eligible Participant from the Lucky Draw. Prudential also reserves the right to disqualify any Eligible Participant without having to enter into any correspondences on their decisions.
2. If Prudential subsequently discovers or determines in its absolute discretion that an Eligible Participant is not entitled to or is disqualified to participate in the Lucky Draw or is unable to adhere to the terms and conditions in relation to this Lucky Draw, Prudential shall, at its sole discretion, decide on the following: (i) forfeit the prize; and/or (ii) re-claim the prize from the Winner and select another qualifying Eligible Participant.
3. Prudential will endeavour to hold the Lucky Draw on and at the date, time and venue and by the mode (manually or electronically) indicated on 2(a), but reserves the right, in its sole and absolute discretion, to conduct the Lucky Draw by another mode in such circumstances as Prudential may deem appropriate.
4. Acceptance of Prize shall constitute a release and discharge of Prudential by each Winner from any liability, claims, demands, causes of action, and/or damages which the Winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the Lucky Draw, (ii) personal injury and/or property damage, theft, loss or death suffered by the Winner as a result of the redemption, use and/or enjoyment of the Prize, and/or (iii) any tax liabilities in relation to the Lucky Draw, Prize and/or use of enjoyment of the same.
5. Prudential reserves the right to disclose and publish the name, and such other particulars (including photograph) of any Winner in such mode and manner as Prudential may in its sole discretion deem appropriate for publicity purposes and the Winner agrees to be photographed, the disclosure of his/her personal particulars, the use of his/her name, picture, image and voice for publicity purposes connected with the Lucky Draw and to co-operate with and participate in the activities organized by Prudential for this purpose without additional compensation.
6. By participating in the Lucky Draw, i.e. by meeting the eligibility requirements, each Eligible Participant is deemed to have accepted and agreed to be bound by these Terms and Conditions and any other instructions, terms and conditions that Prudential may issue from time to time.
7. Prudential assumes no responsibility for incomplete, lost, late, damaged, illegible or misdirected forms or email communication, for technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed electronic transmission which may limit an Eligible Participant's ability to participate in the Lucky Draw.
8. Prudential has the sole and absolute discretion to exclude any Eligible Participants from participating in the Lucky Draw without any obligation to furnish notice and/or reason.
9. Prudential reserves the right to disqualify or disregard any Eligible Participant who does not comply with the Terms and Conditions.
10. Prudential may at its discretion forfeit the Prize, or, if already awarded, reclaim the Prize at the expense of the Winner without payment, compensation, or having to give any reason whatsoever in

the event Prudential subsequently discovers that the Winner is not eligible to participate in the Lucky Draw and/or to receive the Prize.

11. Prizes are subject to availability while stocks last. Prudential reserves the right to replace any Prize with items of similar value at any time without prior notice.
12. Prudential shall not be liable for any loss of, damage to, defects, delay, mis-delivery or non-delivery of the Prize.
13. Prudential reserves the right to deal with any unclaimed Prize in any manner it deems fit. Prudential reserves the right to request for the Winners' proof of eligibility, identity and/or otherwise for the purposes of verifying the Winner's claim to the Prize(s) at the time of prize collection. Prudential is under no obligation whatsoever to disclose the identity of the Winners or to publish the same for any reason at any point of time.
14. The Prizes are not exchangeable for cash, credit or any other items of equivalent value. The validity period of the Prize is non-extendable. Prudential will be under no obligation to replace or pay to Winner the value of any Prize(s) that are not utilised by the Winners before the end of the validity period of the Prize(s) as may be stipulated by Prudential and/or relevant merchants.
15. The Lucky Draw is not valid in conjunction with other promotions carried out by Prudential, unless stated otherwise.
16. By participating in this Lucky Draw, each Eligible Participant agrees and consents under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of any and all personal data of the Eligible Participant by/to Prudential, advertising and promotional agencies of the Lucky Draw, appointed vendor who manages the fulfillment and/or redemption of Prize(s), and such other third party, in Prudential's absolute discretion, consider appropriate or necessary in connection with the Lucky Draw and redemption of Prize(s).
17. If Eligible Participant provides Prudential with personal data of any third party, that Eligible Participant hereby:
  - a) Agrees on behalf of that third party to be bound by the Terms and Conditions contained herein; and
  - b) Consents on behalf of that third party, to Prudential's collection, use, disclosure and processing of his/her personal data in accordance with the Terms and Conditions contained herein.

The Eligible Participant warrants that he/she has obtained the said third party's prior consent to such collection, use, disclosure and processing of his/her personal data by Prudential and that the personal data that the Eligible Participant provides to Prudential is true, accurate and complete.

18. Prudential shall not be liable for any third party's misuse of the Eligible Participant's submitted information and photograph as a result of the Eligible Participant taking part in the Lucky Draw.

19. Unless prohibited by law, participation in the Lucky Draw constitutes permission for Prudential, its advertising and promotional agencies to use any of the Eligible Participants' names, and/or likeness for advertising and promotional purposes. Each Eligible Participant further agrees and acknowledges that the copyright and all other intellectual property rights in and to all photographs or audio-video or other recordings of the Eligible Participant taken or made in connection with the Lucky Draw shall vest solely and absolutely in Prudential without any compensation to the Eligible Participant.
20. Prudential may at any time at its absolute discretion, without prior notice or assigning any reason thereof or being liable to any person, (i) suspend, cancel or terminate the Lucky Draw, or (ii) delete, vary, supplement, amend, modify any one or more of the terms and conditions of the Lucky Draw. Prudential's determination of all matters in connection with the Lucky Draw and the Prize shall be final, binding and conclusive. Prudential is not obliged to give any reason or prior notice on any matter concerning the Lucky Draw or the Prize. No appeal, correspondence or claims will be entertained. Prudential has the right and discretion to determine whether a party has met the requirements of the Lucky Draw and/or to receive the Prize. Eligible Participants shall not be entitled to any damages or compensation whatsoever or howsoever arising as a result of such amendment, suspension or termination.
21. By participating in the Lucky Draw, all Eligible Participants agree and undertake to, at all times, indemnify, keep indemnified, and hold Prudential, its employees and agents harmless against all losses (including direct, indirect, incidental and/or consequential losses), damages (including general, special, and/or punitive damages), demands, injuries (other than personal injury caused by Prudential's negligence), claims, costs, penalties, interest and fees (including all legal fees as between solicitor and client or otherwise on a full indemnity basis whether or not incurred in respect of any real, anticipated, or threatened legal proceedings), howsoever caused by, arising or resulting from, whether directly or indirectly, their participation in the Lucky Draw, acceptance or usage of any Prize, and/or any breach or purported breach of these Terms and Conditions and/or any applicable law.
22. Prudential makes no warranty or representation as to the quality, merchantability or fitness for purpose of the merchants' goods and services in respect of the Prize(s). Any dispute about the same must be resolved directly with the merchant. Merchant terms and conditions apply.
23. In the event of any inconsistency or discrepancy between the Terms and Conditions and the contents of any brochure, marketing and/or promotional materials relating to the Lucky Draw, these Terms and Conditions shall prevail.
24. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Lucky Draw, in particular the Prize(s), are the property of their respective owners. Prudential is not affiliated with, or endorsed or sponsored by, such owners and their relevant affiliates.
25. Failure by Prudential to exercise any of its right or remedy under these Terms and Conditions does not constitute a waiver of that right or remedy.
26. The Terms and Conditions shall be governed by Singapore law and the Eligible Participants agree to submit to the exclusive jurisdiction of the courts of Singapore.

27. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Right of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.

Information is correct as at 19 August 2019.