

## **TERMS & CONDITIONS: *GUINNESS ST PATS 2020* PROMOTION (“Promotion”)**

### **GENERAL**

1. The Terms and Conditions set out herein shall apply to the Promotion by Asia Pacific Breweries (Singapore) Pte Ltd (“APBS”) relating to and/ or in connection with the brands and pack types of products manufactured by APBS and/or sold by APBS in Singapore (“APBS Products”) as detailed herein.
2. Only persons aged 18 years old and above are eligible to participate in this Promotion.
3. Subject to clause 2 above, this Promotion is open to all Singapore citizens, permanent residents, holders of valid employment passes or work permits, with the exception of employees of APBS, its affiliate companies, associated agencies, advertising agencies, dealers, distributors, vendors, participating outlets, promoters and their relatives.
4. For the purposes of the Promotion, the “Company”, “us” or “we” shall refer to APBS. To the fullest extent permitted by law, the term “APBS” shall also include third parties (including but not limited to any agent, partner, participating establishment and/or contractor) involved in the running and/or mechanics of this Promotion.

### **AGREEMENT TO TERMS AND CONDITIONS**

5. By participating in this Promotion, participants agree to and shall abide by, these Terms and Conditions applicable to and governing this Promotion as set out herein.

### **RESERVATION OF RIGHTS**

6. The Company reserves the right at any time and in its absolute discretion to vary the Terms and Conditions (or any part thereof) and/or to withdraw or terminate the Promotion without prior notice or reason.
7. All decisions made by the Company in relation to the Promotion, the Terms and Conditions and any aspect thereof are final and binding and no correspondence will be entertained.
8. All Goods and Services (as defined in clause 15 herein) are:
  - a. subject to stock availability;
  - b. not exchangeable for cash or credit unless specifically stated;
  - c. if unclaimed in accordance with the Terms and Conditions, will be dealt with at the Company’s sole discretion; and
  - d. the Company reserves the right to cancel, change, substitute or remove the said Goods and Services at any time without prior notice.

### **PRIVACY**

9. APBS collects, uses and discloses participants’ personal information and data in accordance with our Privacy and Cookie Policy at

<https://www.apbsingapore.com.sg/privacypolicy/>. The Privacy and Cookie Policy may be updated from time to time and we encourage participants to check back regularly for updates to the same.

#### **WARRANTY AND USE OF RECORDS**

10. Each participant warrants that any information provided pursuant to this Promotion (including but not limited to name, identification number, contact details and number(s) and/or addresses) is true, accurate, valid and to be relied upon by the Company. Each participant shall be responsible for keeping the Company informed of any update to the information initially provided, as necessary.
11. By participating in this Promotion, the participants agree to take part in any promotional or publicity exercise as may be conducted by the Company. Any record in any medium arising out of or in connection with such promotional or publicity exercise including but not limited to the participants' performance, appearance, likeness, personal particulars, photographs, audio/visual recordings and/or written responses (the "Records") shall to the fullest extent permitted by law be the sole property of the Company and in any case the participants hereby irrevocably and unconditionally at no cost, grant the Company all consents and waivers necessary for the Company to make or retain such Records and use and/or publish the same in any manner as the Company shall in its sole discretion deem fit in relation to the Purpose.
12. Where permissible and to the fullest extent permitted by law, each participant expressly waives all rights which the participant may acquire or have or be entitled to under the law (and any subsequent enactment or amendments thereto) in respect of or in relation to, the Records.

#### **LIMITATION OF LIABILITY**

13. The Company accepts no responsibility and will not be liable for any loss, injury, expense, delay or irregularity ("Loss") arising out of or in connection with the Promotion.
14. In particular and without prejudice to clause 13, the Company disclaims any liability in respect of any Loss (whether suffered by the participants, their families or third parties) arising from or in connection with or as a result of:
  - a. any incomplete or inaccurate or illegible information provided by the participants;
  - b. any third parties' provision of goods and/or services (including but not limited to any communication, delivery or electronic messaging services); and
  - c. The possession and/or use of the Goods and Services as defined hereafter.
15. The Company makes no product representation or warranties, expressed or implied and disclaims any and all liability, as to the condition, quality, merchantability or fitness for use of APBS Products and/or services pertaining and/or provided to, received and/ or purchased by the participant pursuant to the Promotion (the "Goods and Services").

## PROMOTION DETAILS/ MECHANICS

16. The details of the Promotion are set out in Schedule 1.

## OTHER TERMS

17. In respect of any Promotion executed via online and/ or by way of a software platform provided or made available by the Company, the following provisions shall apply in addition to the other terms and conditions set out in these Terms and Conditions:

- a. during the Promotion Period (defined in Schedule 1), participants are to visit the Promotion web link received by way of electronic mail, Short Messaging System ("SMS"), after which such participants are to register;
- b. an SMS will be sent to the participants upon confirmation by the Company with (i) a web link containing a unique digital voucher ("Voucher"); (ii) QR Code or (iii) a web link for redemption ("Web Link");
- c. participants are to use the Voucher, QR Code or Web Link (as the case may be) at the participating outlet(s) within the Promotion Period. **While stocks last at participating outlet(s)**;
- d. in respect of utilisation of the Voucher for the Promotion, a participant shall furnish the digital Voucher on his/ her mobile device and original identification matching the participant's registration details for verification purposes at the relevant participating outlet(s). Such relevant participating outlet(s) will then use the said participant's mobile device to input the outlet unique code for a secondary confirmation;
- e. each participant is entitled to make only one purchase per Voucher, QR Code or Web Link (as the case may be);
- f. save for redemptions carried out in the take home channel (including but not limited to supermarkets and provision shops), participants are required to consume such redeemed APBS Products at the premises of the participating outlet(s);
- g. the Company has the sole discretion to reject any Voucher, QR Code or Web Link (as the case may be), which in its sole opinion is not genuine or authentic; and
- h. failure to comply with any of the Terms and Conditions of the Promotion will result in the participant being disqualified from taking part in the Promotion, in which event any monies paid by such participant shall be refunded.

18. Unless otherwise stated, the Company is under no obligation to contact winning participants to inform them of their prize or prize collection details. Should the Company choose to do so, we will make only reasonable efforts to contact winning participants.

19. Any prize collection/redemption must be supported by original identification and any original receipt/document matching the winner's registration details. The Company reserves the right to reject any winner who at the time of prize collection or redemption, cannot produce the necessary original supporting document(s), or if the supporting document(s) is/are defaced, torn, damaged or illegible.
20. Winners are to collect and/or redeem their prize within the stated collection/redemption period. The Company reserves the right to forfeit any prize that is not collected and/or redeemed within the aforesaid period.
21. Where registration is required prior to participation in this Promotion, each participant shall be responsible for furnishing correct and accurate details.
22. Winners must utilize the prize and no transfer of name or exchange of the prize for cash, credit or any other kind will be allowed. All prizes are subject to the issuing or co-ordinating organisations' terms and conditions as applicable.
23. Without prejudice and in addition to any term herein, the Company shall not be liable for any loss or claim arising from any delay, error or otherwise arising from any communications, hardware or software failure.
24. Proof of entry submission mailing is not proof of receipt. The Company will not be responsible for lost, late, damaged, corrupted, illegible, misdirected or incomplete confirmation of participation in the Promotion and/ or Voucher, incomplete entries, or for any entries, confirmation of participation in the Promotion and/ or Voucher not received due to lost, failed, delayed or interrupted communications or to other delays, or errors of any kind in the transmission or receipt of entries.
25. Failure to comply with any of the Terms and Conditions of this Promotion will result in an invalid entry/disqualification.
26. Without prejudice to any of its other rights, the Company reserves the right to reject any participant for fraud and/or reject fraudulent confirmation of participation and/ or Voucher as determined in its sole discretion.

## SCHEDULE 1

### Participation

1. The Promotion will take place from 24 February 2020 to 31 March 2020 (the "**Promotion Period**").
2. During the Promotion Period, participants may visit the Promotion web link at get.guinness.com ("**Website**") and furnish a unique Singapore mobile phone number to register for free half pint of Guinness Draught which is redeemable at the participating outlets listed on the Website ("**Participating Outlet**") during the Redemption Period, limited to 10,000 redemptions while stocks last.
3. Each participant may submit only one registration each registration must be accompanied by a unique Singapore mobile phone number.
4. Participants who have successfully registered will receive a SMS voucher ("Voucher") sent to the relevant Singapore mobile phone number for the redemption of one (1) free half pint of Guinness Draught at Participating Outlets during the Redemption Period, limited to 10,000 redemptions while stocks last.
5. Each person may only register once and subsequent registrations after the first registration shall be deemed to be cancelled.
6. To redeem the Voucher, participants shall during the Redemption Period furnish the digital Voucher on his/ her mobile phone and original identification matching the participant's registration details for verification purposes at the relevant participating outlet(s), limited to 10,000 redemptions while stocks last. Such relevant participating outlet(s) will then use the said participant's mobile phone to input the outlet unique code for a secondary confirmation. For the avoidance of doubt, forwarded Vouchers from other consumers / participants are invalid and will be rejected.  
  
"**Redemption Period**" shall mean 1 March 2020 to 31 March 2020.
7. The Company and/or the relevant participating outlet has the sole discretion to reject any Voucher, which in its sole opinion is fraudulent, not genuine or not authentic.
8. The Company will not be responsible for lost, late, damaged, corrupted, illegible, misdirected or incomplete confirmation of participation in the Promotion and/ or Voucher, or for any confirmation of participation in the Promotion and/ or Voucher not received due to lost, failed, delayed or interrupted communications or to other delays, or errors of any kind in the transmission.
9. All Guinness Draught redeemed pursuant to the Voucher shall be consumed at the relevant participating outlet at which it was redeemed and is not valid for takeaway.