

## TERMS & CONDITIONS: GUINNESS ST PATRICK'S DAY 2021 ("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. These Terms and Conditions shall be governed by Singapore law and the parties agree to submit to the jurisdiction of the courts of Singapore.
18. The Contracts (Rights of Third Parties) Act Cap.53B is hereby expressly excluded from application to these Terms and Conditions.
19. Where registration is required prior to participation in this Promotion, each participant shall be responsible for furnishing correct and accurate details, failing which, such participant may be automatically disqualified and rejected from the Promotion.
20. Failure to comply with any of the Terms and Conditions of the Promotion may result in the participant being disqualified from taking part in the Promotion, in which event any monies paid by such participant shall not be refunded.

## SCHEDULE 1

### PROMOTION DETAILS

1. The Promotion will run from 1<sup>st</sup> March 2021 to 31<sup>st</sup> March 2021 or earlier (both dates inclusive) (the “**Promotion Period**”), while stocks last. The period of redemption of the Promotion Product (as defined below) shall be from 1<sup>st</sup> March 2021 to 31<sup>st</sup> March 2021 (both dates inclusive) (the “**Redemption Period**”).
2. By participating in this Promotion, the participants agree to abide by all terms and conditions set out herein and in any message or communication by APBS relating to the Promotion.
3. In view of the ongoing and changing public health situation due to COVID-19, the Promotion Period and Redemption Period may be amended by APBS from time to time in its discretion as communicated by APBS.
4. During the Promotion Period, each participant (“**Participant**”) may, after submitting a registration on the Promotion web link: get.guinness.com (the “**Website**”), on a first come first serve basis and while stocks last, redeem a Promotion Product (defined below) free of charge from any participating Outlet (defined below) in accordance with the redemption mechanism set out below. Each Participant may also nominate one (1) person (“**Nominated Participant**”) who will also be entitled to redeem one (1) Promotion Product.
5. “**Promotion Product**” shall mean one (1) Guinness Draught Half Pint (25cl).
6. “**Outlet**” shall mean the list of participating brick-and-mortar outlets in Singapore at which the redemption can be made. The list of participating outlets is listed on the Website, and shall exclude the online stores of such Outlets. The list may be updated from time to time at the discretion of the Company .
7. Each Participant and Nominated Participant shall be of legal drinking age and shall redeem not more than two (2) Promotion Products during the Redemption Period for every unique mobile number registered on the Website.

#### Registration for Promotion

8. To be entitled to redeem a Promotion Product, each Participant will be required to register for the Promotion by providing the following additional details on the Website:
  - (a) Full name (as per NRIC/ passport/ work permit);
  - (b) Singapore registered mobile number; and
  - (c) Email address.
9. Where applicable, the Participant shall furnish the same information above relating to the Nominated Participant.
10. For the avoidance of doubt, by participating in the Promotion, the Participant consents and agrees to the collection, use and disclosure of its, and where applicable, the Nominated Participant’s, personal data by the Company for the purposes of administering the Promotion and otherwise in accordance to the Company’s privacy policy. For more information (including on collection, use and disclosure of such personal data), the Participant may refer to the Company’s privacy policy which may be found at: <https://www.apbsingapore.com.sg/privacypolicy/>.
11. Participants who do not comply with the foregoing requirements will be automatically disqualified and rejected from the Promotion.
12. Upon successful completion of the registration, the Company shall proceed to verify the registration details provided by the Participant. Within approximately three (3) days, Participants and Nominated Participants who have successfully registered will receive an SMS and email containing a web link to a unique digital voucher

("Voucher") sent to the relevant Singapore registered Mobile Number and email address for the redemption of the Promotion Product at any of the participating Outlets.

13. If the Participants and Nominated Participants do not receive the Voucher within three (3) days from the date of submitting the registration, the Participants and Nominated Participants may send in a request for assistance via the Website.
14. Where the Promotion Products have been fully given out, the Participants and Nominated Participants will be informed by the Company / the Company's relevant partner(s) that the Promotion Products have been fully given out and the Promotion has ceased.

#### Redemption of Promotion Product

15. To redeem the Promotion Product, Participants and Nominated Participants shall furnish the Voucher on his/her mobile phone and original identification matching the registration details of the Participants or Nominated Participants respectively for verification purposes at the relevant participating Outlet. For a secondary confirmation, the personnel from the relevant participating Outlet will request the Participant or Nominated Participant to input the Outlet's unique code on the Voucher landing page.
16. For the avoidance of doubt, only original Vouchers will be accepted. The Company and/or the relevant participating Outlet has the sole discretion to:
  - (a) void or reject any redemption attempt or participation in the Promotion which in its opinion is fraudulent, not genuine or which does not fulfill the Promotion requirements; and
  - (b) determine when the Promotion Product has been fully given out and reject any further participation.
17. 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.
18. For the avoidance of doubt, the Promotion Product, regardless of its condition, quality, merchantability or fitness for use, or failure by the Participant or Nominated Participant to receive the same within the Redemption Period, is not exchangeable for cash.
19. All redeemed Promotion Product shall be consumed at the Outlet at which it was redeemed and is not valid for takeaway.
20. All Promotion Products are to be redeemed before the end of the Redemption Period and any redemption shall be forfeited and/or invalid after such date.
21. For the avoidance of doubt, in no event whatsoever shall the Participants or Nominated Participants be entitled to any refund of monies or compensation.
22. Unless otherwise stated herein, the Company is under no obligation to contact the Participants or Nominated Participants in relation to the Promotion or any part thereof. Should the Company choose to do so, the Company will make only reasonable efforts to contact the Participants or Nominated Participants.
23. All Promotion Products are subject to the issuing or coordinating organisations' terms and conditions as applicable.