

Terms & Conditions of NETS Motoring Card Lucky Draw Campaign (1 November 2023 to 31 October 2024)

The NETS Motoring Card Lucky Draw (“**Lucky Draw**”) campaign is carried out by Network for Electronic Transfers (Singapore) Pte Ltd (“**NETS**”) and is subject to these terms and conditions (“**Terms**”).

1. The Lucky Draw campaign is open to all existing and new users of NETS Motoring Card and NETS FlashPay (“**Cardholders**”). NETS and Eurokars EV Pte Ltd (“**Eurokars EV**”) staff, and their immediate family members are not eligible for this Lucky Draw.
2. The Lucky Draw campaign will run from 1 November 2023 to 31 October 2024 (“**Campaign Period**”).
3. NETS may from time to time, in its absolute discretion decide on the eligibility of a Cardholder for participation in the Lucky Draw.

Qualifying for the Lucky Draw

4. Cardholders must register for the Lucky Draw and top up their NETS Motoring Card/ NETS FlashPay within the Campaign Period to qualify for the Lucky Draw (“**Qualifying Transaction**”). To register for the Lucky Draw, Cardholders must submit their contact details and NETS Motoring Card/ NETS FlashPay CAN ID as well as agree to the terms and conditions of the Lucky Draw. Top-ups prior to or after the Campaign Period will not earn any Lucky Draw chances.

Campaign Period: 1 November 2023 – 30 April 2024:

- **2 Lucky Draw chances** will be awarded for every **\$50 top-up via all NETS Motoring Card/NETS FlashPay top-up channels** (i.e. NETS top-up machines, Auto Top-up service, convenience stores, ATMs of local banks, and NETS App).

Campaign Period: 1 May 2024 – 31 October 2024:

- **2 Lucky Draw chances** will be awarded for every **\$50 top-up via NETS App with a saved NETS bank card** (i.e. ATM / debit card).
- **1 Lucky Draw chance** will be awarded for every **\$50 top-up via all other NETS Motoring Card/NETS FlashPay top-up channels** (i.e. NETS top-up machines, Auto Top-up service, convenience stores, ATMs of local banks and NETS App top-up with Amex/Mastercard/Visa).

5. NETS Motoring Cards/ NETS FlashPay cards which are terminated and refunded within the Campaign Period, either by NETS or the Cardholder will be disqualified from the Lucky Draw, unless the registered NETS Motoring Card/ NETS FlashPay card is examined and certified by our Customer Service Centre to be faulty and in need of replacement. In the event that the registered card is voluntarily or involuntarily terminated or blocked for use for any reason whatsoever before the Winner has taken possession of the Prize Car, NETS and/or Eurokars EV reserve the right not to award the Prize Car to the Winner.

Prize Car

- There will be only one (1) draw conducted within one (1) month after the end of the Campaign Period, of which one (1) Cardholder will be drawn (“**Winner**”) to receive a new fully electric MG4 EV (“**Prize Car**”) sponsored by Eurokars EV Pte. Ltd. (“**Eurokars EV**”) as the prize for the Lucky Draw.

The Prize Car excludes the following items:

- Certificate of Entitlement (COE)
 - Vehicle Emissions Scheme (VES) surcharge, if applicable
 - Servicing program
 - Motor vehicle insurance
 - Road tax
 - IU or OBU installation, as may be applicable
 - Number plates
 - Goods and Services Tax (GST)
 - Registration fee
 - Any additional fittings, fixtures and accessories other than those provided by Eurokars EV in its sole discretion
 - Other incidentals, etc.
- NETS will conduct the draw at its office premise in the presence of an independent auditor. In compliance to the Common Gaming Houses (Exemption) Notification 1997, the Winner’s name will be published on the NETS website (www.nets.com.sg).
 - NETS will notify the Winner of the Prize Car by calling the Winner’s registered mobile number, sending of SMS, WhatsApp or email. The Winner shall respond to NETS’ notification in accordance with the instructions provided by NETS within seven (7) days from the date of notification, failing which, NETS shall be entitled to disqualify the Winner without further notification. In the event of disqualification of the Winner, NETS will select a replacement winner from the list of reserve winners drawn pursuant to Clause 24 of these Terms. Upon the selection of the replacement winner, all references to “Winner” in these Terms shall refer to the replacement winner.
 - The Prize Car shall not be exchangeable for cash or any other item or assignable by the Winner to any other party.
 - The Winner shall not be entitled to trade-in, exchange or sell the Prize Car to Eurokars EV or its related corporations.
 - The colour of the Prize Car shall be determined by Eurokars EV at its sole discretion.
 - Actual Prize Car may differ from any images shown during the Lucky Draw or in any communications or publications relating thereto. The Winner shall not have any right to make any claims or demands against NETS or Eurokars EV in connection with such variances.

13. The Winner shall fulfill all requirements in relation to the registration of the Prize Car prior to claiming and taking delivery of the Prize Car, including but not limited to:
 - a. procuring the requisite COE for ownership of the Prize Car and registration of the Prize Car through Eurokars EV;
 - b. procuring valid motor vehicle insurance for the Prize Car from Eurokars EV's insurance partners through Eurokars EV; and
 - c. procuring through Eurokars EV and making payment for the other excluded items set out in Clause 5 above at Eurokars EV's prevailing rates, as well as any Goods and Services Tax ("GST") payable thereon.
14. Eurokars EV will assist to obtain COE on behalf of the Winner subject to the following:
 - a. the Winner may either request Eurokars EV to bid for the COE on his or her behalf or obtain an open category COE from Eurokars EV;
 - b. any request for Eurokars EV to bid for the COE on the behalf of the Winner shall be according to Eurokars EV's prevailing terms and conditions for providing such service, including but not limited to the **payment of the COE bidding deposit of S\$10,000** (or such amount as may be applicable at the relevant time), including applicable GST, by the Winner at the time of the request; and
 - c. any open category COE obtained from Eurokars EV shall be at such price and on such terms and conditions as Eurokars EV may determine at the relevant time.
15. **The Winner shall also pay Eurokars EV an administrative fee of S4,500** or such other prevailing amount prescribed by Eurokars EV for the COE bidding and registration of the Prize Car on behalf of the Winner.
16. In the event that any rebates (including Vehicle Emission Scheme (VES) and EV Early Adopter Incentive (EEAI) rebates) applicable to the Prize Car at the start of the Campaign Period are removed or reduced before or on the date that the Winner signs the Lucky Draw's winner acknowledgement form ("**Claim Date**"), Eurokars EV reserves the right to require the Winner to pay to Eurokars EV a sum equivalent to the rebate amount removed or reduced prior to claiming and taking delivery of the Prize Car.
17. The Winner shall register the Prize Car through Eurokars EV and take delivery of the Prize Car, or, if the Winner intends to forfeit the Prize Car, to notify Eurokars EV of this in writing, within a period of two (2) months from the Claim Date, failing which Eurokars EV shall be entitled to charge the Winner reasonable fees for the storage of the Prize Car on a daily basis commencing from the Claim Date at such rate(s) as Eurokars EV shall determine at its sole discretion.
18. In the event the Winner fails to take delivery of the Prize Car for any reason within three (3) months from the Claim Date, the Prize Car shall be forfeited without compensation to the Winner and without further reference or notice to the Winner.

19. The Winner shall not hold Eurokars EV, its related corporations and/or their respective officers, employees or directors (“**Eurokars Group**”) responsible or liable for, or look to Eurokars Group for any losses, claims or liabilities arising from: (i) forfeiture of the Prize Car; or (ii) the conduct of the Lucky Draw.
20. All payments payable by the Winner to Eurokars EV arising from or in connection with the Prize Car shall be made in full before collection of the Prize Car.
21. Eurokars EV shall be under no obligation whatsoever to register the Prize Car in the name of any person other than the Prize Winner as notified in writing by NETS to Eurokars EV.
22. For verification purposes, the Winner shall be required to present in person the original notification letter from NETS and his or her NRIC to Eurokars EV on the scheduled appointment date and location as determined by Eurokars EV when claiming the Prize Car.

Winner’s Obligations

23. Winner shall comply with any instructions specified by NETS or Eurokars EV in connection with the conduct of the Lucky Draw and/or registration and delivery of the Prize Car to Winner. In the event a Winner fails to comply with any other instruction or condition specified by NETS or Eurokars EV, the Prize Car may be forfeited at NETS’ and/or Eurokars EV’s absolute discretion.
24. Reserve winner(s) will be drawn to replace any Winner(s) subsequently disqualified, forfeited or unable to meet the payment obligation arising from or in connection with the Prize Car.
25. In the event that the Prize Car incurs any tax liability, such tax is the sole responsibility of the Winner.

Personal Data Consents

26. By participating in the Lucky Draw and/or claiming the Prize Car, the Winner gives consent to NETS and Eurokars EV and their respective related corporations, affiliates, business partners, service providers and agents to collect, use and disclose his or her name and personal data and particulars, including but not limited to, personal identification information, contact details and photographs (for identification purposes) in accordance with the Personal Data Protection Act 2012 and the purposes set out in the NETS Privacy Policy (available at: <https://www.nets.com.sg/policies/data-protection>) and the Eurokars Group Data Protection Policy (available at: <https://www.eurokarsgroup.com/data-protection/>) in connection with the conduct of the Lucky Draw and/or registration and delivery of the Prize Car to the Winner.
27. The Winner additionally consents to the collection, use and disclosure of his or her name, personal data and particulars, photograph and voice by NETS and Eurokars EV and their respective related corporations, affiliates, business partners, service providers and agents in newspapers, radio, social media and other media as may be determined by NETS and/or Eurokars EV, and to be photographed, filmed and/or interviewed for publicity, sales and marketing and promotional purposes in connection with the conduct of the Lucky Draw and/or registration and delivery of the Prize Car to Winner without any compensation.

28. By participating in the Lucky Draw, each Cardholder consents to the collection, use or disclosure of his or her personal data and particulars by NETS and Eurokars EV and their respective agents, business and marketing partners and authorised service providers for the purposes of (a) sending marketing and promotional materials relating to NETS and/or Eurokars EV's products and services, benefits, promotions and rewards to the Cardholder, and (b) conducting market research and statistical analysis.
29. By entering this campaign, Cardholders or participants acknowledge that they have read and understood NETS' Data Protection Policy (as published in NETS' website) and Eurokars EV's Data Protection Policy (as published in Eurokars Group's website), and consent to the collection, use and disclosure of their personal data by NETS and Eurokars EV for the purposes set out in these Terms. Please visit <https://www.nets.com.sg/policies/data-protection/> for the full version of NETS' Data Protection Policy and <https://www.eurokarsgroup.com/data-protection/> for the full version of Eurokars Group's Data Protection Policy.

Rights and Liability of NETS and Eurokars

30. NETS reserves the right to disqualify an otherwise eligible Cardholder from winning the Prize Car and/or substitute another Cardholder as the Winner in the event that NETS in its absolute discretion believes that the particular Cardholder may have contravened, will contravene or has contravened any of these Terms and/or may bring NETS into disrepute.
31. NETS reserves the right to substitute the Prize Car with another prize of lower or equivalent value, whether of similar nature or otherwise without prior notice.
32. NETS reserves the right to partially or completely cancel, terminate or suspend the Lucky Draw for any reason without any liability whatsoever.
33. NETS' decisions on all matters pertaining to the Lucky Draw are final and binding. No further correspondence regarding the Lucky Draw, these Terms or any decision made by NETS in connection therewith and/or the results will be entertained. NETS reserves its absolute right to determine an outcome and act as it deems fit in any dispute and/or issues relating thereto.
34. NETS and Eurokars EV shall not be liable to any person in any way for any loss or damage howsoever arising from or in connection with the Lucky Draw and/or the Prize Car.
35. NETS reserves the right at any time to amend or delete these Terms and/or any of the instructions or explanations at its sole discretion without prior notice. Any such changes shall be binding and will take effect immediately upon such amendment, change or deletion. Participation in this Lucky Draw shall constitute acceptance of these Terms and any amendment(s) thereof.
36. To the extent permissible by law, NETS and Eurokars EV shall not be liable or responsible for any acts or omissions in connection with this Lucky Draw (including without limitation any collection, use, disclosure and/or processing of any participant's personal data in connection with this Lucky Draw).