

**AUDI A4 GIVE AWAY LUCKY DRAW (“LUCKY DRAW”)  
(revised on 1 February 2019)**

**Terms And Conditions**

This Lucky Draw is carried out by Audi Singapore Pte Ltd (“Audi”) and is subject to these terms and conditions (“Terms”).

**1. Eligibility**

- 1.1. To participate in the Lucky Draw, owners of Audi vehicles will have to spend at least SGD 100 on Qualifying Items/Services (defined below) at the Audi Service Centres during the period from 3 August 2018 till 30 April 2019, and such persons shall be referred to as “Eligible Customers”.
- 1.2. Eligible Customers shall spend at least SGD 100 (inclusive of GST) any, or a combination of the following Qualifying Items/Services in a single receipt: service, maintenance, repair, or on Audi Genuine Accessories or Audi Genuine Parts.
- 1.3. The Audi Service Centres are located at:
  - (a) 55 Ubi Road 1 Singapore 408699; and
  - (b) 281 Alexandra Road Singapore 159938.
- 1.4. For the avoidance of doubt:
  - (a) Each Eligible Customer shall be at least 18 years old and shall be in possession of a driving license which is valid for use in Singapore;
  - (b) Owners of Audi vehicles do not need to be existing customers of Premium Automobiles Pte Ltd to qualify as Eligible Customers;
  - (c) Only natural persons are eligible to participate in the Lucky Draw. Corporate or other entities are not eligible to participate in the Lucky Draw.
- 1.5. Notwithstanding Clause 1.1 above, employees and members of management of the following entities and/or the following persons shall not qualify as Eligible Customers:
  - (a) Audi Singapore Pte Ltd;
  - (b) Premium Automobiles Pte Ltd;
  - (c) Any person who purchases the Qualifying Items/Services for reasons other than for personal use. For the avoidance of doubt, such persons include (but are not limited to) persons who act in connection the following businesses: vehicle dealers, vehicle fleet leasing services and/or vehicle rental services;
  - (d) Audi’s appointed agencies including but not limited to Publicis Singapore Pte Ltd, PHD Singapore Pte Ltd, DA.PO Augury System Pte Ltd, Abundant Productions Pte Ltd; and/or
  - (e) Any person involved in organizing, promoting and/or conducting the Lucky Draw.

- 1.6. Notwithstanding Clause 1.1 above, immediate family members of any person referred to in Clause 1.5 above shall not qualify as Eligible Customers.
- 1.7. Notwithstanding the aforesaid, Audi reserves the sole and absolute discretion to determine the eligibility of any person in relation to the Lucky Draw at any time.

## **2. Participation & Conduct of the Lucky Draw**

- 2.1. Each SGD 100 spent by an Eligible Customer in a single receipt qualifies that Eligible Customer for one chance in the Lucky Draw.
- 2.2. Eligible Customers may participate by entering their details on a microsite created for the Lucky Draw on iPads provided at the Audi Service Centres immediately after Audi has received full payment for any items and/or service purchased by the Eligible Customers. Upon participation, such Eligible Customers are referred to as Participants.
- 2.3. By participating in the Lucky Draw, each Participant:
  - (a) Agrees to be bound by these Terms and any amendments thereof, including all Terms relating to obligations of the Winner; and
  - (b) Agrees to be bound by the decisions of Audi, which are final and binding in all matters relating to the Lucky Draw.
- 2.4. Failure to comply with these Terms shall result in an automatic disqualification from the Lucky Draw and/or immediate forfeiture of the Prize (as defined below).

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

- 3.1. Audi will conduct the Lucky Draw on 3 May 2019 at Aperia Tower 1, 8 Kallang Avenue, #08-01 to 09, Singapore 339509, or at any other date determined by Audi ("Draw Date").
- 3.2. On the Draw Date, one (1) winner will be selected at random by Audi personnel and/or representatives (the "Winner").
- 3.3. The results of the Lucky Draw, including the name of the Winner will be published on the Audi Singapore brand portal ([www.audi.com.sg](http://www.audi.com.sg)) within seven (7) days from the Draw Date.
- 3.4. The Winner will be notified by email and/or by telephone within seven (7) days from the Draw Date (the "Notification Date").
- 3.5. The Winner shall respond to Audi within three (3) calendar days from the Notification Date to claim the Prize (defined below).
- 3.6. In the event that the Winner does not claim the Prize within the stipulated period, or if it is discovered that the Winner is not eligible to participate in the Lucky Draw, the Winner will be disqualified.

- 3.7. The Winner shall attend the Grand Re-opening of the Audi Service Centre at 55 Ubi Road 1 (the "Event"), which is currently scheduled to take place sometime between 6 May 2019 and 31 May 2019 or at any other date determined by Audi. If the Winner fails to attend the Event for any reason whatsoever, the Winner will be disqualified and the Prize will be forfeited without any compensation.
- 3.8. Audi reserves the right to disqualify an otherwise Eligible Customer from the Lucky Draw and/or substitute another Eligible Customer as the Winner in the event that Audi in its absolute discretion believes that the Winner may have contravened, will contravene or has contravened any of these Terms and/or may bring Audi into disrepute. In the event the Prize has already been awarded to such a Winner, the Prize must be returned to Audi at the Winner's cost and expense.
- 3.9. In the event that the Winner is disqualified for any reason, Audi may (but shall not be obliged to) conduct another lucky draw ("Replacement Lucky Draw") within 7 days of the disqualification of the Winner. Clauses 3.2 – 3.9 herein shall apply, with the necessary amendments, with respect to the Replacement Lucky Draw and the new winner (the "Replacement Winner"). Audi's decision as to the disqualification of the Winner shall be final and conclusive.

#### **4. Prize**

- 4.1. Subject to Clause 4.3 below, the Winner will win one Audi A4 Sedan, 2.0L (the "Car") which includes the following:
- (a) Audi Genuine Accessories (with the specific accessories to be determined by Audi);
  - (b) 3-year complimentary service package;
  - (c) 5-year warranty;
  - (d) Applicable GST;
  - (e) Additional registration fee; and
  - (f) Excise Duty.
- (the "Prize")

For the avoidance of doubt, the Prize excludes all other items, such as:

- (a) COE;
  - (b) Insurance;
  - (c) Road tax;
  - (d) Radio license;
  - (e) In-vehicle unit; and
  - (f) Any other incidental cost.
- 4.2. Notwithstanding Clause 4.1, Audi may, at its sole discretion and at any time and without notice and without assigning any reason, substitute the Prize with any other item of a similar value.

4.3. Notwithstanding any representations (including photographs) in any materials in relation to the Lucky Draw, the Car shall be of any colour as Audi may choose, and may previously have been displayed at other events held or sponsored by Audi.

4.4. The Prize is non-transferable, non-refundable, non-exchangeable for cash, credit, goods or benefits in kind.

## **5. Collection of the Prize**

5.1. Winner shall arrange for the registration of the Car with Audi's appointed car dealer – Premium Automobile Pte Ltd ("PA"). The Winner has up to one (1) month from the Draw date (i.e. up to 3 June 2019) to register and take delivery of the Vehicle, but the Winner may not arrange to register the Car under his/her name until after the Event is held.

5.2. The Winner shall produce the original receipt for the items and/or service purchased at the Audi Service Centre (pursuant to which the Winner entered into the Lucky Draw), his/her identity card and his/her identity card driving license and any other documents as may be requested by Audi and/or PA in order to collect the Prize.

5.3. PA shall assist the Winner to register the Car to the name of the Winner and shall assist the Winner in bidding for COE.

5.4. Audi and PA are not obliged to register the Car in the name of any person other than the Winner.

5.5. If the Winner wishes to sell the Prize without registering the Car in his/her name, the Winner shall be obliged to sell the Prize to PA at a price determined by PA.

5.6. Registration and delivery of the Car shall be subject to fulfillment of specified instructions or conditions which shall be guided by PA. If the Winner fails to provide any of the required documents and details, PA and Audi shall have no further obligation to register Car and/or deliver the Prize.

5.7. Audi and PA shall not responsible or liable to Winner or any other person for any damages, losses, costs or expenses whatsoever in the event that the registration and delivery of the Car cannot take place due to PA not having received all the necessary registration documents and payments within the stipulated time.

5.8. In the event that the winner does not redeem his or her Prize as set out herein, that Prize would be forfeited and the winner shall not have any claim against Audi for such forfeiture.

5.9. Audi shall not be for any consequences arising from the Lucky Draw/ use of the lucky draw.

## 6. Others

- 6.1. In the event that the Prize incurs any tax liability, such tax is the sole responsibility of the winner.
- 6.2. The Winner shall be obliged to take part in any advertising or publicity activity, which Audi and its Affiliates may require, without any payment or compensation whatsoever.
- 6.3. Audi reserves the right to use the name and photograph of the Winner in any advertising and/or promotional materials and/or on Audi's websites without prior notice, or otherwise engage the Winner in any form of publicity for Audi.
- 6.4. The consumption of the Prize shall be subject to the terms and conditions herein and all such further terms and conditions which Audi may notify the winner before the consumption of the Prize.
- 6.5. Audi shall retain complete discretion in deciding on all matters relating to the Lucky Draw and all its decisions shall be final and binding on all Participants. Audi shall not be obliged to enter into any correspondence/discussion with any Participant with regard to its decisions.
- 6.6. Audi and its Affiliates shall have the right to collect and store the information submitted by each Participant submitted for the purposes of entry into the Lucky Draw to contact and/or mail the Participant (whether electronically or otherwise) at any time with information and/or mailers containing customer service, business, marketing, advertising and/or promotional information of any kind, whether or not related to Audi's programmes, contests, promotions and/or activities, and Audi shall additionally have the right to provide goods and/or services whether by Audi direct or by its designated representatives and/or business partners to the Participant, to conduct market research and analysis, including surveys and polls; and to send the Participant information, promotions and updates including marketing and advertising materials in relation to Audi's goods and services and those of third party organizations selected by Audi.
- 6.7. By participating in the Lucky Draw, each Participant agrees to take part in any and all marketing, promotional, publicity exercise as may be conducted by Audi arising or with respect to the Lucky Draw and the Participant irrevocably and unconditionally grants to Audi and its Affiliates all consents and waivers necessary for Audi and its Affiliates to record and use the Participant(s)' performance, appearance, likeness and/or particulars as the case may be, in any manner whatsoever and in any part of the world as Audi and its Affiliates shall in their sole discretion deem fit. The Participant acknowledges that Audi and its Affiliates shall be at liberty to publish and otherwise use any recordings made by Audi, including without limitation the information on the Lucky Draw, telephone call, telephone recordings, audio recordings, visual recordings and photographs, for the promotion and publicity of the Lucky Draw. The Participant hereby expressly waives any and all rights which the Participant may acquire or have under the provisions of the Copyright Act of the Republic of Singapore including any subsidiary legislation (and any subsequent enactment

or amendments thereto) and any other moral rights which the Participant(s) may have or be entitled under any such legislation now existing or in the future enacted in any part of the world.

- 6.8. Each Participant irrevocably releases Audi and its Affiliates from and against any and all claims, suits, liabilities, or damages which such person may have in connection with his or her particulars or information, being (i) used by Audi and its Affiliates (or any third party which Audi has released the particulars/information to) in any manner or format; or (ii) disclosed or otherwise provided by Audi to any third party as provided herein.
- 6.9. Notwithstanding anything contained herein, Audi reserves the right at any time, in its absolute discretion to partially or completely cancel, terminate or suspend the Lucky Draw or to amend, add and/or delete any of these terms and conditions without prior notification and all Participants shall be bound to such amendments, additions or deletions when effected.
- 6.10. Audi shall not be liable in any way to any Participant or any person for:
  - (a) any loss, damage or expenses arising in connection with the Lucky Draw;
  - (b) any act or omission relating to any person's participation however caused;
  - (c) late or non-notification of any information in relation to the Lucky Draw;
  - (d) incomplete, lost, late, damaged, illegible or misdirected notices;
  - (e) mail, e-mail, technical, hardware or software breakdown of any kind; or
  - (f) lost or unavailable network connections or failed, incomplete garbled or delayed electronic transmission or transactions, which may limit a Participant's ability to participate in the Lucky Draw.
- 6.11. The Participant shall indemnify and keep Audi and its officers, agents and employees (the "Indemnified Parties") fully indemnified against any and all loss, damage, claims and costs (including legal costs on a full indemnity basis) suffered and/or incurred by any of the Indemnified Parties as a result of the Participant's breach of any of these terms and conditions.
- 6.12. The Participant acknowledges that Audi is not a dealer, agent or merchant of Audi vehicles (including the Car), Audi products and/or Audi services (i.e. the items included in the Prize) and that Audi merely sponsors the Prize. The Participant acknowledges that PA is responsible for any liability attached to the Car until registration of the Car to the Winner. Any dispute or claims in relation to the Prize or the registration of the Car should be resolved directly with the relevant merchant(s), and not with Audi.
- 6.13. In the event of any inconsistency between these terms and conditions and any brochure, marketing or promotional material relating to the Lucky Draw, the terms and conditions contained herein shall prevail.

- 6.14. Any person who is not a Participant may not enforce any of these terms and conditions under the Contracts (Right of Third Parties) Act (Chapter 35B).
- 6.15. For the purposes of these Terms, "Affiliate" shall mean Premium Automobiles Pte Ltd as well as any corporation, company, partnership or other entity (whether in Singapore or elsewhere) which is controlled by Audi; controls Audi; or is under common control with Audi. For this purpose, 'control' means the authority or ability, whether exercised or not, to control an entity's business and affairs, which authority shall conclusively be presumed to exist when more than fifty per cent (50%) of the controlled entity's outstanding shares or ownership interest representing the right to make decisions for such entity are owned or controlled, directly or indirectly, by the controlling entity, and/or the controlling entity possesses, directly or indirectly, the power to influence the decision-making process, the direction of management, and the policies of the controlled entity.
- 6.16. The terms and conditions of this Lucky Draw shall be governed by and construed in accordance with the laws of the Republic of Singapore and the Participants shall submit to the non-exclusive jurisdiction of the Courts of the Republic of Singapore.