

## Terms and Conditions of the Mastercard® JJ Lin Contactless on Transit Campaign (“Campaign”)

1. **Definitions.** For the purposes of these terms and conditions:

“**Companion(s)**” means any companion selected by a Winner to accompany them in their redemption of a Prize, as applicable.

“**Mastercard**” means Mastercard Asia/Pacific Pte. Ltd.;

“**Mastercard Contactless Card(s)**” means all Mastercard-branded payment cards with contactless enablement issued by a Mastercard Issuer **in Singapore**;

“**Mastercard Cardholder(s)**” means a person who holds a valid Mastercard Contactless Card;

“**Mastercard Issuer**” means the bank, financial or other institution licensed by Mastercard to issue Mastercard Contactless Cards

“**Participant Requirements**” means the requirements for a Participant to be eligible for the Prize at set out in Clause 3 herein, and elsewhere in these terms and conditions.

“**Prize(s)**” means Category 1 tickets to JJ Lin Sanctuary 2.0 World Tour (“**JJ Lin Concerts**”) which shall be held on 21-22 December 2019 at the National Stadium and certain ‘Priceless Surprise’ prizes as made available by Mastercard pursuant to the Campaign.

“**Winner(s)**” means the winner(s) of the Prize(s) in accordance with and subject to the provisions herein, and as otherwise determined by Mastercard in its sole discretion.

### 2. Campaign Period and Redemption Period

The period for the Campaign is from 00:00 on 22 September 2019 to 23:59 on 31 October 2019 (“**Campaign Period**”). The Winners will be announced by Mastercard on its website. Mastercard (or parties authorised by Mastercard) shall contact the Winners in December 2019 in relation to the redemption of the Prizes. Further instructions in relation to the redemption of the Prized will be provided by Mastercard (or a party authorised by Mastercard) in due course.

### 3. Participant requirements

(a) Subject to Clause 3(c) below, the Campaign is open to Mastercard Cardholders who meet the criteria set out in this Clause 3 (each a “**Participant**”). A Participant must:

(i) have a valid Mastercard Contactless Card (whether principal/primary card or supplementary card) issued by a Mastercard Issuer and whose Mastercard Contactless Card account is in good standing at all times during the Campaign Period. Participants whose Mastercard Contactless Card accounts are cancelled, terminated or suspended for any reason during the Campaign Period, as applicable are not eligible for the Campaign;

(ii) be at least 18 years of age;

(iii) hold a valid government issued identification card/document; and

(iv) comply with the requirements under Clause 3(d) below.

(b) The following persons are not eligible to participate in the Campaign and any participation, entry, registration, submission, as the case may be, by any of the following persons will be disqualified:

(i) The employees (whether permanent, temporary or contract employees) of Mastercard, its subsidiaries and holding companies and their immediate family members (that is, spouses, children, parents, brothers and sisters);

(ii) The employees (whether permanent, temporary or contract employees) of Mastercard's associated agencies and other entities involved in the conduct, implementation and/or administration of the Campaign (as determined by Mastercard in its sole discretion); and

(iii) The employees (whether permanent, temporary or contract employees) of the Mastercard Issuers, their respective subsidiaries and holding companies and their immediate family members (that is, spouses, children, parents, brothers and sisters).

(c) By participating in the Campaign, each Participant is deemed to have read, understood and agreed to be bound by these terms and conditions and accepts that the decision of Mastercard regarding the Campaign and all matters related to or connected with it, including, without limitation, the determination and selection of the winners, the awarding of any Prizes, the Campaign Privacy Notice. The interpretation of these terms and conditions, is final and binding and no queries shall be entertained. In the event all or any of these terms and conditions are not acceptable to a Mastercard Cardholder, such Mastercard Cardholder should not participate in the Campaign, notwithstanding the offer.

**(d) To participate in the Campaign, the Participant must use his or her Mastercard Contactless Card# for fare payments on trains and buses during the Campaign Period.**

*#also include the use of Mastercard Contactless Card using mobile wallet such as Apple Pay, Fitbit Pay, Google Pay and Samsung Pay.*

#### **4. Mastercard Cardholder's Obligations**

By participating in the Campaign, you acknowledge and agree:

(a) to these terms and conditions, including terms relating to Mastercard's liability in respect of the Campaign;

(b) that you represent only yourself here and no other person;

(c) that you are 18 years of age at the point of commencement of the Campaign Period, as applicable;

(d) to provide accurate information to Mastercard, including, but not limited to, information required to participate for the Campaign;

(e) that you will not use the Campaign to reproduce, duplicate, copy, sell, resell, distribute, publish or exploit for any commercial purpose the products or services provided or offered by Mastercard or obtained through the Campaign without obtaining the express, prior written consent of Mastercard. This restriction includes any attempt to incorporate any information from the Campaign into any other directory, media, product or service;

(f) that you will not use the Campaign for any purpose that is unlawful or prohibited by these terms and conditions;

(g) that Mastercard shall not be liable for and accepts no responsibility for late, lost, rejected, blocked, undelivered or misdirected receipts, entries, registrations, notifications and other correspondence, including, without limitation, receipts, entries, registrations, notifications and correspondence not recorded or received due to the malfunction of any device, software application, machine, equipment, computer, computer server or network, however described, or entries, registrations, notifications or correspondence which are lost in the course of transmission or delivery;

(h) that all selections and/or decisions made by Mastercard or its appointed representative agency in relation to the Campaign (including, without limitation, the determination of the number of the selected Winners and the Prizes to be won by the selected Winners) will be final and conclusive. No enquiries or complaints will be entertained;

(i) that there will be up to one hundred eight (108) Prizes available in relation to the Campaign; and

(j) that, if selected as a Winner, in order to qualify for or otherwise redeem Prize(s), you may be asked to and you and your Companion(s) must accept and execute a release and waiver form in favour of Mastercard in such form and content as shall be required by Mastercard.

## 5. Prize Redemption

(a) Further instructions in relation to the redemption of the Prized will be provided by Mastercard (or parties authorised by Mastercard) in due course.

(b) Any Winner who is subsequently determined by Mastercard not to fulfil the Participant Requirements or is otherwise disqualified at Mastercard's sole determination, shall not have any claim whatsoever against Mastercard.

## 6. Prizes

(a) Mastercard shall conduct a lucky draw to select one hundred eight (108) Winners in relation to the Campaign.

(b) 54 Winners will each receive a pair of Category 1 tickets to JJ Lin Sanctuary 2.0 World Tour ("**JJ Lin Concerts**") which shall be held on 21-22 December 2019 at the National Stadium. The remaining 54 Winners will each receive a Priceless Surprise.

(c) All Participants will get 1 chance for every S\$1 spent on fare payments on trains and buses during the Campaign Period. Participants, who have never used their Mastercard Contactless Card(s) on fare payments on trains and buses prior to the Campaign Period ("**New User**") will get 10 chances for the first S\$1 spent on fare payments on trains and buses during the Campaign Period and 1 chance for the subsequent S\$1 spent on fare payments on trains and buses during the Campaign Period.

(d) The Winners of the tickets to JJ Lin Concerts will be selected from all Participants, while the Winners of the Priceless Surprises will be selected from the New Users only. Each Winner may only win one (1) Prize.

(e) Each Prize is subject to its own terms and conditions as provided by Mastercard or otherwise in accordance with the terms and conditions of the merchant providing the Prize. Each Prize may be limited by redemption dates, availability and eligibility.

(f) Unless specifically set out in the details of each Prize(s), Prizes do not include:

(i) Transportation costs;

(ii) Food and beverages and any a-la-carte meal orders except where specifically included in the Prize; and/or

(iii) Any other expenses incurred by any of the Winners and, if applicable, such Winner's Companion(s). These expenses must be paid by the Winners and such Winner's Companion(s), as applicable.

(g) Each Prize and any component thereof cannot be transferred or exchanged or redeemed for cash or any other item in part or in whole, and each Prize or any component or item thereof which is unutilized for any reason whatsoever cannot be exchanged for cash or any other item. No substitution of any Prize (or any component or item of the Prize) is allowed.

(h) Mastercard may, at its sole discretion, at any time and without prior notice, replace or substitute any Prize or any component or item of any Prize with another component or item of a similar value.

(i) All out-of-pocket expenses, spending money, meals, travel expenses, and all other ancillary costs and expenses incurred by each Winner and, if applicable, such Winner's Companion(s) in collecting, redeeming and using the Prize and each component thereof are the sole responsibility of and shall be borne by the Winner thereof and/or such Winner's Companion(s), except as specifically stated otherwise herein.

(j) All costs and expenses incurred in collecting and redeeming the Prize are the sole responsibility of and shall be borne by the Winner thereof and, if applicable, such Winner's Companion(s).

(h) In connection with the claiming or redeeming of the Prize, Mastercard or Mastercard's appointed agency shall be entitled to request proof from each Winner of (i) him/her being a Mastercard Contactless Cardholder; and (ii) his/her valid identification, in order for that Winner to redeem the Prize, failing which Mastercard reserves the right to disqualify that Winner and forfeit the Prize awarded to that Winner.

(i) If any Winner and/or, if applicable, such Winner's Companion is unable to or does not comply with any of these terms and conditions, that Winner will be disqualified from the Campaign and have his/her Prize forfeited.

## 7. Privacy

Except where prohibited by law, participation in the Promotion constitutes the Participant's consent to the collection, processing, storage, use and disclosure of the Participant's entry details and personal data as set out in the Campaign's Privacy Notice.

## 8. Warranties and Liability

(a) Mastercard, Mastercard International Inc., their respective subsidiaries, affiliates and associated companies/entities and agencies (collectively the "**Mastercard Group**") do not assume any responsibility for:

(i) any of the Prizes offered under the Campaign;

(ii) any products and services offered under the Campaign or related to or connected with any Prize or any component or item thereof;

(iii) the failure of any electronic communications in relation to delivery and/or receipt of entries, registrations, Winner notifications and other notifications and communications whatsoever;

(iv) any entry, email, mail, letter, registration, submission or phone call that is lost, late, misdirected, intercepted, undelivered, rejected, blocked, deleted or otherwise not received for any reason whatsoever, as the case may be; and

(b) Under no circumstances shall the inclusion of:

(i) the Prizes offered under the Campaign; or

(ii) any product or service offered under the Campaign or related to or connected with any Prize or any component or item thereof, be construed as an endorsement or recommendation of such Prize or product or service by the Mastercard Group.

(c) No representation or warranty of any kind is given by the Mastercard Group as to the Prizes offered under the Campaign and any component or item thereof and any and all liability of any kind whatsoever in respect thereof is excluded to the fullest extent permissible by applicable law. In the event legislation mandates conditions or warranties which cannot be excluded, restricted or modified except to a limited extent, then to the extent permitted by law, the Mastercard Group's liability is limited to, at its option:

(i) the replacement of the Prize or the supply of an equivalent prize; or

(ii) the payment, if it does not contravene any law, of the cost of the replacement or supply.

(d) The providers/suppliers of the Prizes and the providers/suppliers of any other products and services offered under the Campaign or related to or connected with the Prizes or any component or item thereof and the organizers, promoters and managers of the Prizes are not agents, contractors, employees, servants, consultants or affiliates of the Mastercard Group.

(e) All risks associated with (i) the collection, use and redemption of the Prizes or any component or item thereof, (ii) the travel to and from any cities and venues associated with the Prizes or any component or item thereof, and (iii) attending any performances, shows, venues, matches or any other events related to or connected with the Prizes shall be assumed by the Winners thereof and their Companions.

(f) To the fullest extent permitted by applicable law, each Participant and each Winner shall not have any claim whatsoever against any member of the Mastercard Group and their respective directors, officers, employees and agents in respect of any action, proceeding, judgment, damage or loss (including, without limitation, incidental, punitive, consequential, special, direct or indirect damages, loss of profits, loss of business, loss of business opportunity or economic loss), expense, injury (including, without limitation, death or personal injury), damage to property or liability suffered or incurred by the Participant or the Winner (including any Companion of the Winner) or any other person arising directly or indirectly from or in connection with:

- (i) such Participant's participation in the Campaign;
- (ii) the collection, receipt, redemption, use or misuse of any Prize or any component or item thereof by the Winner thereof and/or such Winner's Companion(s);
- (iii) the travel to and from the venues or events relating to the Campaign or the Prizes or any component or item thereof;
- (iv) attendance at venues or events relating to the Campaign or the Prizes or any component or item thereof; and/or
- (v) attending any performances, shows, venues, matches or other events related to or connected with the Campaign or the Prizes.

(g) Each Participant in the Campaign shall indemnify and hold the Mastercard Group and their respective directors, officers, employees and agents harmless from and against any and all claims (including, without limitation, claims for negligence), liabilities, suits, damages, judgments, costs and expenses (including, without limitation, attorney's fees) and all losses and expenses resulting or arising from or connected with any claims or actions by any third parties against the Mastercard Group or any entity therein or their respective directors, officers, employees and agents due to any default, act, omission or negligence of such Participant, including, without limitation, default in complying with these terms and conditions or any violation of any applicable law, rules and regulations by such Participant.

(h) The Mastercard Group and their respective directors, officers, employees and agents shall not be liable to the Winners nor to their Companions or any other person for any deficiency, delay, omission or failure related to or connected with the Prizes or the fulfillment thereof or the performances, shows, venues, matches or other events related to or connected with the Prizes including, but not limited to, the cancellation, rescheduling or disruption of any performance, show, venue, match or any other event related to or connection with the Prizes for any reason whatsoever.

(i) The Mastercard Group and their respective directors, officers, employees and agents shall not, to the fullest extent permissible by applicable law, be liable in any way whatsoever in respect of any of the following:

- (i) lost, late, misdirected, intercepted, undelivered, rejected, blocked or deleted user registrations on Masterpass, entries, notifications, registrations, submissions, emails, mails or phone calls;
- (ii) any Prize that is damaged, defaced, illegible, lost, stolen, misdirected or otherwise not used;
- (iii) inaccurate information provided by the Participant or any Mastercard Issuer, howsoever caused;
- (iv) any amount charged to a Participant's Mastercard Card account in the course of entering into or participating in the Campaign, including, without limitation, in respect of the registration for Masterpass;
- (v) the suspension, cancellation or termination of the Campaign for any reason whatsoever;
- (vi) virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorized human intervention in any part of the entry process, the participation process, the winners' selection process, winner notification process or the operation or administration of the Campaign;

(vii) technical or mechanical errors related to computers, servers, mobile phones, satellites, telephone lines, network lines or any other equipment;

(viii) non-receipt of entries, registrations, notifications, submissions, emails, mails or phone calls; and

(ix) any action, proceeding, judgment, liability, loss, injury, claim or damage (including, but not limited to, incidental, punitive, consequential, special, direct or indirect damages or losses, loss of profits, loss of business, loss of business opportunity, economic loss), expense, death and personal injury incurred or suffered by any Participant, Companion or any other person which may be caused, directly or indirectly, in whole or in part, from (A) any participation in the Campaign; (B) the collection, receipt, redemption, use or misuse of the Prize or any component or item thereof; (C) attendance at the cities, venues or events relating to the Campaign or the Prize; or (D) the travel to and from the cities, locations, venues or events relating to the Campaign or the Prize or any component or item thereof.

(j) Mastercard's records of all matters related to or connected with the Campaign shall be conclusive and binding on the Participants. Mastercard's decision on all matters relating to or connected with the Campaign shall be final and binding on the Participants.

(k) Mastercard accepts no responsibility for any tax implications that may arise from any Prizes or any component or item thereof or the claiming, redemption and use thereof. Any tax filing obligation or any tax payment due to any authority as a result of the redemption, receipt or use of the Prize or any component or item thereof remains the joint and several responsibility of the Winner and/or such Winner's Companion(s) thereof. It is the responsibility of each Winner and/or such Winner's Companion to seek independent advice on the possible implications this may have on his/her own financial situation.

(l) Mastercard reserves the right to discontinue the Campaign at any time during the Campaign Period and in which case the Participants shall not have any claim whatsoever against Mastercard and/or the Mastercard Group.

## **9. Publicity**

Each Winner and, if applicable, such Winner's Companion(s) may be required to participate in publicity programs which Mastercard may from time to time organize in connection with the Campaign and the Prizes and if so, such Winner and such Winner's Companion(s) must attend such functions. Costs and expenses incurred by a Winner and such Winner's Companion(s), if any, in attending such functions shall be borne by the Winner and such Winner's Companion(s).

## **10. Force Majeure**

In the event Mastercard is prevented from continuing with the Campaign or the integrity and/or feasibility of the Campaign is undermined by any event beyond the control of Mastercard, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, government embargoes, infection by computer virus, unauthorized intervention, breakdown in machinery or equipment, technical failures or other cause not reasonably within the control of Mastercard, Mastercard shall have the right, in its sole and absolute discretion, to abbreviate, modify, suspend, cancel or terminate the Campaign without any further obligation.

## **11. Variation**

The foregoing terms and conditions may be changed, varied, modified and/or deleted by Mastercard in its sole and absolute discretion at any time and from time to time without any prior notice to Mastercard Cardholders or to any other person and by participating in the Campaign each Participant irrevocably and unconditionally accepts any such changes, variations, modifications and deletions.

## **12. Governing Law**



These terms and conditions are governed by the laws of Singapore. Each Participant and/or Companion submits to the jurisdiction of the courts of Singapore in respect of all matters connected with these terms and conditions and the Campaign. The Contracts (Rights of Third Parties) Act, Cap. 53B shall not under any circumstances apply to these terms and conditions and any person who is not a party to these terms and conditions (whether or not such person shall be named, referred to, or otherwise identified, or shall form part of a class of persons so named, referred to, or identified, in these terms and conditions) shall have no right whatsoever under the Contracts (Rights of Third Parties) Act, Cap. 53B to enforce these terms and conditions. In case of any dispute in relation to the Campaign, Mastercard's decision shall be final and binding.

### **13. Severance**

If any of the provisions of these terms and conditions becomes or is invalid, illegal or unenforceable in any respect under applicable law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and such invalid, illegal or unenforceable provisions shall be deemed severed from these terms and conditions and Mastercard shall be entitled to replace such severed provisions with such other provisions as it may deem fit.

14. The headings to the clauses of these terms and conditions shall not be taken into consideration in the interpretation or construction thereof or of these terms and conditions.

15. In the event of any inconsistency between the English language version of these terms and conditions and any other language version, the English language version shall prevail.

**End**

## Privacy Notice for Mastercard® JJ Lin Contactless on Transit Campaign

Mastercard Asia/Pacific Pte. Ltd. (“**Mastercard**”) respects your privacy. This privacy notice (“**Privacy Notice**”) describes how Mastercard processes personal data, the types of personal data Mastercard collects, for what purposes Mastercard uses that personal data, with whom Mastercard shares it, and the choices you can make about Mastercard’s use of the personal data. The Privacy Notice also describes the measures Mastercard takes to protect the security of the personal data and how you can contact Mastercard about Mastercard’s privacy practices.

Mastercard is the entity responsible for the processing of your personal data in the context of the **Mastercard® JJ Lin Contactless on Transit Campaign** (the “**Campaign**”). Your participation in the Campaign is subject to this Privacy Notice and to the Terms and Conditions governing the Campaign.

By participating in the Campaign, entrants agree to the use of their personal data as described here. Entrants can withdraw their consent at any time, but may no longer be able to participate in this Campaign.

**1. Personal Data We Collect.** In connection with conducting the Campaign, Mastercard may collect and process certain personal data from you when you participate in the Campaign such as your name, transaction data, email address, contact number, photographs of yourself and/or any third parties.

Where you provide the name and/or any other personal data of third parties, including your selected Companions, you acknowledge and agree that you have provided this Privacy Policy to the third parties and obtained their consent for you to disclose such personal data to Mastercard for Mastercard to use for purposes of the Campaign.

**2. How We Use Personal Data We Collect.** The personal data collected from you are processed for the purposes of managing and administering the Campaign, for Mastercard’s promotion purposes, and for communicating with you for Prize fulfilment and delivering the Prizes to you, and to comply with any applicable legal requirements.

**3. Holding Your Personal Data.** Mastercard may hold the personal data provided by you in a variety of ways, including electronically or in hard copy.

**3. Personal Data We Share.** Mastercard does not sell or otherwise disclose personal data we collect about you in connection with the Campaign, except as described herein or otherwise disclosed to you at the time the personal data is collected. Mastercard may share your personal data with our service providers, such as our digital agency and fulfilment agency, who perform services on our behalf. Mastercard does not authorize these service providers to use or disclose such personal data except as necessary to perform certain services on Mastercard’s behalf or comply with legal requirements. Mastercard requires these service providers by contract to appropriately safeguard the privacy and security of personal data they process on Mastercard’s behalf. Mastercard will not disclose the personal data provided by you to other entities except as described in this Privacy Notice. Mastercard also may disclose the personal data provided by you (i) if Mastercard is required or permitted to do so by law or legal process, (ii) to law enforcement authorities or other government officials, or (iii) when Mastercard believes disclosure is necessary or appropriate to prevent physical harm or financial loss, or in connection with an investigation of suspected or actual fraudulent or illegal activity. Mastercard also reserves the right to transfer personal data provided by you in the event Mastercard sells or transfers all or a portion of its business or assets. Should such a sale or transfer occur, Mastercard will use reasonable efforts to direct the transferee to use personal data you have provided to Mastercard in a manner that is consistent with this Privacy Notice. Following such a sale or transfer, you may contact the entity to which Mastercard transferred the personal data provided by you with any inquiries concerning the processing of that information.

**4. Your Rights and Choices.** Subject to applicable law, you may have the right to request access to and receive information about the personal data Mastercard maintains about you, update and correct inaccuracies in your personal data, and have the information blocked or deleted, as appropriate. The right to access personal data may be limited in some circumstances by local law requirements. Mastercard offers you certain choices about what personal data Mastercard collects from you, how Mastercard uses that



information, and how Mastercard communicates with you. Please see Contact Us section below for more details.

**5. How We Hold and Protect Personal Data.** Mastercard may hold the personal data provided by you in a variety of ways, including in electronic form. Mastercard restricts access to personal data about you to those employees who need to know that information to provide products or services to you. Mastercard maintains reasonable administrative, technical and physical safeguards to protect the personal data we have about you. Mastercard also takes measures to destroy or permanently de-identify personal data when there is no longer a legal or business need to keep the data. The types of measures we take vary with the type of data, and how it is collected and stored.

**6. Data Transfers.** Mastercard may transfer or disclose the personal data collect about you to recipients in countries other than the country in which the information was originally collected. Those countries may not have the same data protection laws as the country in which you initially provided the data. When Mastercard transfers or discloses your data to other countries, we will protect that data as described in this Privacy Notice.

Mastercard is a global business. To offer our services, we may need to transfer your personal data among several locations, including the United States, where we are headquartered. We comply with applicable legal requirements providing adequate safeguards for the transfer of personal data to locations outside of the European Economic Area ("EEA") or Switzerland. In particular, we have established and implemented a set of Binding Corporate Rules ("BCRs") that have been recognised by EEA data protection authorities as providing an adequate level of protection to the personal data we process globally. A copy of our BCRs is available [here](#).

**7. Updates to Our Privacy Notice.** This Privacy Notice may be updated periodically and without prior notice to you to reflect changes in Mastercard's personal data practices. Mastercard will post a prominent notice on its website(s) to notify you of any significant changes to this Notice and indicate at the top of the Notice when it was most recently updated.

**8. Contact Us.** If you would like to (i) obtain more information on how Mastercard processes your personal data or to access your personal data; (ii) rectify or delete any personal data relating to you; (iii) withdraw your consent given for certain types of data processing; (iv) change your preferences or remove your e-mail address from Mastercard's mailing lists; or (v) if you have any questions, comments, concerns or complaints about Mastercard's privacy practices, please send an email to [privacyanddataprotection@mastercard.com](mailto:privacyanddataprotection@mastercard.com) or address your mail to:

Data Protection Officer  
Mastercard Asia/Pacific Pte. Ltd.  
3 Fraser Street, Level 17 DUO Tower  
Singapore 189352

To assist Mastercard in responding to your request, please give full details of the issue. Mastercard will review and respond to all complaints within a reasonable time. If you are not satisfied with how Mastercard responds, you may take your complaint to the applicable regulator in your jurisdiction.

For more information on Mastercard's privacy practices in other contexts, please refer to our Global Privacy Notice available [here](#).

For all other enquiries about your Mastercard card, you must contact your issuing bank. More information about how to contact them can be found on their respective websites.