

Terms and Conditions for “Win a Nintendo Switch OLED with M1!” (“Promotion”)

The Promotion is organised by AXS Pte Ltd (“AXS”) and M1 Limited (“M1”) and is subjected to these terms and conditions (“Terms”).

ELIGIBILITY:

1. This Promotion is open to all M1 Postpaid and Prepaid customers, who make a Qualifying Transaction (as defined in clause 6) with an active prepaid and postpaid mobile number during the Promotion Period (as defined in clause 4) (“Eligible Customers”).
2. Employees of AXS and their spouses (if applicable), M1 and its agencies and auditors directly involved in the Promotion are not eligible to participate in the Promotion.
3. AXS may from time to time in its absolute discretion decide on the eligibility of participation in the Promotion.

QUALIFYING PERIOD AND ELIGIBLE CHANNELS:

4. The qualifying period for the Promotion shall commence from **1 September 2023 – 31 December 2023**, both dates inclusive (“Promotion Period”).
5. To qualify for the Promotion, each Customer will have to pay their M1 bill or top-up their M1 Prepaid SIM via the eligible channels as set out below (“Eligible Channels”) during the Promotion Period.

Eligible Channels

- AXS Station
 - AXS e-Station
 - AXS m-Station
 - AXS on the following platforms:
 - DBS PayLah!
 - OCBC Pay Anyone
 - HUAWEI Petal Search
 - SGeBIZ EzyPayment
6. Customer will earn chance(s) based on their monthly unique M1 bill payment and the value topped up per transaction to his/her M1 Prepaid Card (“Qualifying Transaction”) on the Eligible Channels during the Qualifying Period.

M1 Service	Chance Allocation
Top up \$20 and above on M1 Prepaid card	1 transaction = 5 chances
Top up \$19 and below on M1 Prepaid card	1 transaction = 1 chance
Bill Payment	1 unique bill paid per month = 1 chance

7. Upon successful transaction, customers will be automatically enrolled in the Promotion.
8. There is no limit to the number of chances the Customer may be eligible for during the Promotion Period.
9. Chances are accumulated throughout the Promotion Period.
10. Chance(s) are non-transferable and cannot be combined with chance(s) accumulated by other Customers.

PRIZE AND CONDUCT OF DRAW:

11. There shall be twenty (20) winners for the Promotion. Each winner will receive one (1) Nintendo Switch – OLED Model worth \$479 each (“Prize”).
12. Each winner can only win one (1) Prize in the Promotion.
13. Winners and reserve winners will be drawn on 10 January 2024 (“Draw Date”), 10.45am at 53 Mohamed Sultan Road, #01-K1 Sultan Link, Singapore 238993 (or any other date, time and/or venue determined by AXS).
14. On the Draw Date, twenty (20) winners and eighty (80) reserve winners will be selected at random by means of a computerized or electronic system. The reserve winners are drawn to replace any winner subsequently disqualified if any. AXS’s decision as to the winner and reserve winners of the Promotion shall be final and conclusive.
15. AXS will attempt to make at least two (2) phone calls a day for three (3) consecutive working days to the winner, from phone number (+65) 6560 2727, to obtain their full particulars for verification purposes. In the event that AXS is unable to contact a winner within this period, AXS will choose an eventual winner from the reserve winner list.
16. The winner(s) may be requested to provide proof of account ownership of the payment services which they have made to participate in the Promotion.
17. Eligible Customers with special needs such as hearing or speech disability, may inform AXS anytime during the Promotion at www.axs.com.sg > Contact Us to inform of their preferred contact method (such as SMS) for the Promotion. If they are the eventual winners, AXS will contact them based on their preferred contact method for verification purposes.
18. All winners will be notified via phone and post.

PRIZE COLLECTION:

19. Winners shall collect their Prize within the collection period and at the appointed venue specified by AXS and shall comply with any instructions specified by AXS. In the event a winner fails to collect a Prize within

the collection period and/or fails to comply with any other instruction or condition specified by AXS, the Prize may be forfeited at AXS's absolute discretion.

20. Winner must be present in person and present the Winner's confirmation letter and his/her NRIC/FIN for the collection of the Prize. In the event that the Winner is unable to collect his/her Prize in person, he/she is able to authorize collection by another person with an authorization letter.

Collection details:

Address: 61 Mohamed Sultan Road, #01-11 Sultan Link Singapore 239001

Time: 9.30am – 5.30pm (Monday – Friday, excluding public holiday)

21. The Prize is non-exchangeable, non-transferable, and non-redeemable for cash, credit, or any other prizes and other items in part or whole.
22. AXS and/or M1 reserves the right to replace or substitute the Prize with another item of similar value at any time and without prior notice.
23. AXS and/or M1 reserves the right to forfeit any Prizes for any winners who do not provide the required information upon the request of AXS and/or M1.
24. The winners and/or any other persons who benefit from the Prize accept and enjoy the Prize at their own risk. AXS and/or M1 shall not be responsible or liable for any defect or malfunction in the Prize and/or for any loss, injury, damage or harm suffered or incurred in connection with the receipt, use, or enjoyment of the Prize by any person.
25. Actual Prizes may differ from the image shown anywhere during the Promotion or in any communications or publications relating thereto. The Customer shall not have any right to make any claims or demands against AXS and/or M1 in connection with such variances.
26. Any unclaimed Prize(s) within the given collection period will be forfeited without any liability on the part AXS and AXS may donate any forfeited Prize(s) to a charitable organization of AXS's choice.
27. In the event that the Prize incurs any tax liability, such tax is the sole responsibility of the winner.
28. AXS and/or M1 reserves the right to disqualify an otherwise Eligible Customer from winning a Prize and/or substitute another Eligible Customer as the winner in the event that AXS and/or M1 in its absolute discretion believes that the particular Eligible Customer may have contravened, will contravene or has contravened any of these Terms and/or may bring AXS and/or M1 into disrepute. In the event the Prize has already been awarded to such a Customer, the Prize must be returned to AXS at the Customer's cost and expense.

GENERAL TERMS AND CONDITIONS:

29. The Eligible Customer's prepaid and/or postpaid mobile number must be active during the Qualifying Period and at the time of the Draw Date.
30. The winners of the Promotion will be announced on the AXS website (<https://www.axs.com.sg/>) and AXS Facebook (<https://www.facebook.com/axs.sg>).
31. AXS and/or M1 reserves the right to use the names and partial contact numbers of the winners in any advertising and/or promotional materials and/or on the AXS and/or M1 website without prior notice, or otherwise engage the winners in any form of publicity for AXS and/or M1.
32. Notwithstanding anything herein, AXS and/or M1 has the absolute discretion to determine the eligibility of any person to participate in the Promotion or receive the Prize.
33. AXS and/or M1 reserves the right to partially or completely cancel, terminate or suspend the Promotion for any reason without any liability whatsoever.
34. AXS and/or M1 shall not be liable to the Eligible Customer for any loss or damage or expenses arising in connection with the Promotion, including without limitation, any error in computing any draw chances, any technical hardware or software breakdown or malfunction or defects, or lost or unavailable network connections, and any notice that is misdirected or lost in the post, which may affect any Eligible Customers' eligibility in the Promotion.
35. Customer shall collect the Prize at his/her own will and expenses. Neither AXS nor M1 is liable to any payment or compensation should the Prize be forfeited.
36. AXS and/or M1's decision on all matters pertaining to the Promotion is final and binding. No further correspondence regarding the Promotion, or on any decision made by AXS and/or M1 will be entertained. AXS and/or M1 reserve its absolute rights to determine an outcome and act as it deems fit in any dispute and/or issues relating thereto.
37. AXS and/or M1 reserve 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 Promotion shall constitute acceptance of these Terms and any amendment(s) thereof.
38. In the event of any inconsistency between these terms and conditions and any brochures, marketing, or promotional materials relating to the Promotion, these terms and conditions shall prevail.
39. These terms and conditions are governed by Singapore law and the Eligible Customers agree to submit to the exclusive jurisdiction of the Singapore Courts.

40. A person who is not a party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act (2001) to enforce any of these terms and conditions and notwithstanding any terms herein, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of the Promotion.

Personal Data Protection Act

41. The Eligible Customers consent under the Personal Data Protection Act (2012) (“Act”) to the collection, use, and disclosure of their personal data by/to the organizers, promoters, or conductors of the Promotion and such other third parties for the purpose of the Promotion.

42. The Eligible Customers confirm that they have read and agree to be bound by the terms of the AXS Privacy Policy, as may be amended, supplemented, and/or substituted by AXS from time to time, copies of which can be found at <https://www.axs.com.sg/>.