

MasterCard 2007 Great Singapore Sale Promotion Terms & Conditions

I. Eligibility

1. The MasterCard 2007 Great Singapore Sale Promotion (the “**Promotion**”) organized by MasterCard Asia/Pacific Pte Ltd (“**MAPPL**”) is open to all cardholders (both principal and supplementary cardholders) of MasterCard branded credit cards, MasterCard branded electronic cards and MasterCard branded debit card.
2. The following are excluded from the Promotion: employees and immediate family members of MAPPL, Banyan Tree Hotels & Resorts Pte. Ltd. and all participating banks, and employees of external auditors and advertising and promotions agencies of MAPPL and Banyan Tree Hotels & Resorts Pte. Ltd. related to the Promotion.

II. General

1. The winners may be required to attend prize presentations and/or participate in publicity programmes which MAPPL may from time to time organize in connection with the Promotion and if so, such winner should attend such functions. Expenses and/or costs incurred by a winner for such attendance shall be borne by the winner.
2. All out of pocket expenses, meals, insurance, visas, travel and accommodation expenses and any other ancillary costs, except where specifically stated otherwise in these terms and conditions, incurred by a winner and his/her nominated guest are the responsibility of the individual prize winner and, where applicable, his/her nominated guest.
3. MAPPL has the sole and absolute discretion to exclude any cardholder (including but not limited to any cardholder who does not operate their accounts in a satisfactory manner as determined by the relevant issuing banks in their sole discretion) from the Promotion without any obligation to furnish any notice and/or reason.
4. By entering the Promotion, each participant fully and unconditionally agrees to these terms and conditions and accepts that the decision of MAPPL and its external auditors regarding the Promotion and all matters related to it, including without limitation, the interpretation of these terms and conditions, is final and binding and no queries shall be entertained.
5. MAPPL reserves the right to vary the terms and conditions herein at any time at its absolute discretion without notice.

III. The MasterCard 2007 Great Singapore Sale Promotion

Lucky Draw for the Prizes

1. Promotion Period:
25 May to 22 July 2007 (the “**Promotion Period**”)

2. Qualifying Period:

A total of 8 winners will be selected during the Promotion Period. One winner will be selected from transactions made each week during the Qualifying Period. Entries will not be snow-balled to the next week. A draw to determine each week's winner will be conducted at the end of the Promotion Period. Each transaction by domestic and foreign cardholders made during the Qualifying Period will be entitled to one chance. For example, all the cardholders' transactions during the week starting on 25 May 2007 and ending on 31 May 2007 will qualify for that week's draw.

Qualifying Periods	Closing Time/Day
1) 25 May – 31 May 2007	11.59pm on 31 May 2007, local time.
2) 1 June – 7 June 2007	11.59pm on 7 June 2007, local time
3) 8 June – 14 June 2007	11.59pm on 14 June 2007, local time
4) 15 June – 21 June 2007	11.59pm on 21 June 2007, local time
5) 22 June – 28 June 2007	11.59pm on 28 June 2007, local time
6) 29 June – 5 July 2007	11.59pm on 5 July 2007, local time
7) 6 July – 12 July 2007	11.59pm on 12 July 2007, local time
8) 13 July – 22 July 2007	11.59pm on 22 July 2007, local time

3. Qualifying Transactions:

Every transaction made using a MasterCard branded credit card, MasterCard branded debit card or MasterCard Electronic branded card in Singapore during the Qualifying Periods shall automatically entitle the cardholder thereof to one chance in that week's draw. For transactions made in Singapore which are not processed via the MasterCard interface Processor (MIP) system, entry in the draw is subject to the card issuer of the relevant MasterCard branded card providing the transaction data to MasterCard (based on the format required by MasterCard) for inclusion into the draw. The Qualifying Transaction is defined to include all Singapore transactions, including MOTO & internet transactions with Singapore merchants but excludes cash disbursement and ATM withdrawal.

4. Promotion Mechanics:

Each transaction charged by a cardholder to their MasterCard branded credit card, MasterCard Electronic branded card and MasterCard branded debit card during the Promotion and Qualifying Periods, within Singapore (subject to Clause 3) entitles the cardholder a chance to win a total of 12 nights stay in 6 Banyan Tree Hotels & Resorts and prize money of S\$5,000, which will be credited into the cardholder's MasterCard credit card account. Details of the Prize is outlined in the following Point 5. There are a total of 8 packages to be won (corresponding to the total number of Qualifying Periods during the Promotion Period).

5. The Prize:

- a. There are 8 packages to be won for transactions made during the Promotion Period, each amounting to a total of 12 nights stay in 6 Banyan Tree Hotels & Resorts (6 different Banyan Tree destinations x 2 nights per location), plus S\$5,000 credit (to be credited into cardholder's MasterCard credit card account). The accommodation at Banyan Tree Hotels & Resorts is valid for a period of one year starting 1 October 2007 to 30 September 2008.

- b. The breakdown of the package stays are as follows:-
- 2 nights stay in a Deluxe Suite at Banyan Tree Bangkok,
 - 2 nights stay in a Valley Villa at Banyan Tree Bintan,
 - 2 nights stay in a Garden Villa at Banyan Tree Lijiang,
 - 2 nights stay in an Oceanview Villa at Banyan Tree Maldives Vabbinfaru,
 - 2 nights stay in a Deluxe Villa at Banyan Tree Phuket, and
 - 2 nights stay in a Tibetan Suite at Banyan Tree Ringha.

One package will be awarded to the winner of the draw conducted for all transactions made during that Qualifying Period.

Each Prize is governed by the following terms and conditions, where each winner will be given gift certificates of the 6 Banyan Tree destinations of 2N package stays and S\$5,000 credit (to be credited into cardholder's MasterCard credit card account).

- All reservations must be made through the Group reservations office in Singapore at telephone number +65 6849 5800; facsimile number at +65 6462 2463 or email at reservations@banyantree.com
- Reservations made through any third parties (travel agents and airlines) will not be accepted
- Confirmation of booking is subject to availability
- All stays must be completed by 30 September 2008
- This package cannot be used in conjunction with any other discounts or offer
- This package is applicable for a minimum 2 consecutive nights stay
- There will be gift certificates issued to each winner and are strictly restricted as per package details set out in gift certificate. Change of the relevant Banyan Tree destination, even within the stipulated 6 Banyan Tree destinations, will not be entertained.
- This package is strictly restricted as per gift certificate and applies only to stipulated resorts stated above
- Banyan Tree Hotels and Resorts is not liable for lost or damaged gift certificate
- This package is not transferable and valid for MasterCard cardholders paying with their MasterCard branded credit cards only.
- To quote "MasterCard GSS Winner" and gift certificate number upon making reservations
- An original gift certificate is to be presented to receptionist upon check-in at the resort
- Usual terms and conditions of resort apply. Cancellations made within 14 days prior to the arrival date shall be deemed to have redeemed the relevant complimentary nights' stay.
- The following black out dates apply for redemption of the gift certificates:-
 - Banyan Tree Bangkok : 22 December 2007 to 2 January 2008, 6 February to 10 February 2008, Eve of Singapore Public Holidays and Singapore Public Holidays
 - Banyan Tree Bintan : Eve of Singapore Public Holidays and Singapore Public Holidays, 22 December 2007 to 2 January 2008 and 06 February 2008 to 10 February 2008
 - Banyan Tree Lijiang and Banyan Tree Ringha: 1 to 6 October 2007, 22 December 2007 to 10 January 2008, 6 to 14 February 2008, 30 April 2008 to 6 May 2008

- Banyan Tree Vabbinfaru: 20 December 2007 to 10 January 2008, 1 March 2008 to 15 April 2008, 28 April to 6 May 2008, 11 to 19 August 2008
- Banyan Tree Phuket : 25 to 27 October 2007, 20 December 2007 to 10 January 2008, 6 to 10 February 2008, 19 to 26 April 2008 , 29 April to 6 May 2008, Eve of Singapore Public Holidays and Singapore Public Holidays
- Validity period of packages is from 1 October 2007 to 30 September 2008, regardless of the date of claiming of Prizes by the winners. No extension will be given upon expiry of the validity period of the gift certificate.
- Winners of each package cannot transfer the packages and must be issued to the winning cardholder. In the event that the cardholder wins more than 1 Prize, he/she may transfer the Prize to his/her next-of-kin and make such an election to transfer at the point of collection of the Prize. This Prize shall be non-transferable thereafter.
- Winners shall bear all incidental charges and applicable taxes. Each package price is for room rate only and associated taxes are applicable. Extension of room only is subject to availability and will be charged to winners based on prevailing rate. Payment for any incidental charges, taxes or payment for extension of room must be made using a MasterCard branded card.
- In the event of a dispute regarding the terms and conditions of usage and redemption by winners of the gift certificates, Banyan Tree Hotels and Resorts will have full discretion as to the manner in which such disputes are to be resolved.

6. The results:

- There will be 8 winners for the Prize, each will be given gift certificates for a 2-night stay at the abovementioned 6 Banyan Tree Hotels & Resorts and S\$5,000 credits (which will be credited into the cardholder's MasterCard credit card account.) The draw will be conducted in MAPPL's office on 22 August 2007 at 152 Beach Road, #35-00, The Gateway East. All winners will be announced on 12 September 2007 or within 21 days following the determination of all winners under the Promotion (whichever is the later) in The Straits Times in Singapore.
- a. The winners will be notified by telephone and by ordinary post. Notice shall be deemed to have been given by telephone by contacting the number of the participant and by ordinary post by posting such notification to the winner's address (both as determined by the relevant MasterCard branded card issuer's account records).
- b. The winner of each draw is required to submit the following documents to MAPPL at 152 Beach Road, #35-00 The Gateway East, Singapore 189721 for locals and MasterCard overseas offices if the winner is a foreigner not residing in Singapore, **within 7 working days, following notice by telephone:**
 - i. the original transaction receipt or billing statement, with his/her name, address, contact numbers written legibly on the back;
 - ii. a clear legible copy of his/her NRIC/Passport;

- iii. a clear legible copy of his/her MasterCard branded credit card or MasterCard branded debit card or MasterCard Electronic branded card that was used.
- c. Each Prize winner's entitlement to the weekly Prize is subject to the following:
 - i. The transaction receipt submitted must be original and must reflect a valid transaction as determined solely by MAPPL;
 - ii. The transaction date must fall on or within the Qualifying Period;
 - iii. His/her MasterCard branded card must be valid at the time of claiming of the Prize
 - iv. The Prize winner must be a MasterCard branded credit card or debit card or MasterCard Electronic branded card holder. Prizes will be awarded to the primary account holder (as determined by the relevant MasterCard card issuer's account records). For corporate cards, the Prize will be awarded to the individual named on the MasterCard branded card (as determined by the relevant card issuer's account records) and MAPPL shall have no liability with regard to any corporate card policy regarding the participant's participation or receipt of the Prize.
 - v. The documents requested under paragraph 6(b) above must be presented by the respective Prize winner in person to the address stipulated in paragraph 6(b).
- d. All transaction dates will be based on the date indicated on the original transaction receipt submitted.
- e. MAPPL reserves the right, in its sole discretion, to reject a Prize winner if he/she is unable to satisfy the conditions set out in paragraphs 6(c) and 6(d).
- f. The names of all the Prize winners will be published in The Straits Times on 12 September or within 21 days following the determination of all winners under the Promotion (whichever is the later) in The Straits Times in Singapore.

IV. Claiming of the Prizes

1. For the purpose of clarification, the Prize will be deemed claimed when the winner(s) signs an acknowledgement receipt.
2. Prizes are not exchangeable for cash and are not transferable and will only be given to winners who are able to satisfy the requirements for the claiming of prizes set out herein. In the event that the cardholder wins more than 1 Prize, he/she may transfer the Prize to his/her next-of-kin and make such an election to transfer at the point of collection of the Prize. This Prize shall be non-transferable thereafter.
3. If a particular Prize is unavailable for any reason whatsoever, MAPPL reserves the right, at its sole discretion, to provide an alternative Prize of an equivalent value without prior notice.
4. The Prizes must be claimed by 30 September 2007, end of business day, failing which the unclaimed Prizes will be donated to an approved charity.

5. Spending money, meals, travel to and from departure point, fuel surcharges, air travel taxes, transfers, travel insurance and all other ancillary costs are the responsibility of each winner.
6. Participants shall be solely responsible for any taxes or duties payable by them as a result of participation in this Promotion or winning or using any Prize thereunder.

V. Redemption Programme

1. Promotion Period:
25 May – 22 July 2007
2. Qualifying Period:
Transactions made within the Promotion Period.
3. Qualifying Transactions:
Any transaction, made using a MasterCard branded credit card, MasterCard branded debit card or MasterCard Electronic branded card in Singapore during the Promotion Period.
4. Promotion Mechanics:
The first 1,000 Singapore issued cardholders who charge S\$3,000 and above to their MasterCard branded card, MasterCard branded electronic card and MasterCard branded debit card in Singapore during the Promotion Period, subject to a maximum accumulation of 8 transaction receipts during the promotion period entitles such cardholder to redeem a selected premium from Banyan Tree Gallery. Maximum of 1 redemption per cardholder during the promotion period.
5. How to Redeem:
 - a. To redeem, cardholders have to accumulate up to S\$3,000 worth of spending in Singapore on their Singapore issued MasterCard branded card, MasterCard branded electronic card and MasterCard branded debit card (max. of 8 receipts during the Promotion Period) and register their transactions as well as the dates of transactions at www.mastercardmoments.com/shopping, following the instructions and procedures for registration at the website.
 - b. An email will be sent to notify the first 1,000 cardholders who qualify for the redemption by 31 July 2007.
 - c. All redemptions must be made by 31 August 2007 at Banyan Tree Gallery (Singapore) located at 211 Upper Bukit Timah Road, Singapore 588182.
6. Redemption of the Banyan Tree Gallery selected premium is limited to the first 1,000 cardholders who have registered and each cardholder is entitled to redeem up to a maximum of one premium.
7. If the selected premium is unavailable for any reason whatsoever, MAPPL reserves the right, at its sole discretion, to provide an alternative item of an equivalent value without prior notice.

VI. Miscellaneous

1. MAPPL, MasterCard, its members, associated companies and agencies and their respective directors, officers, employees and agents shall not, to the extent permissible by law, be liable in any way whatsoever in respect of the following:
 - a. any entry that is damaged, lost stolen, misdirected or otherwise not received;
 - b. inaccurate entry information, howsoever caused;
 - c. any amount charged to a participant's account in the course of entering the Promotion;
 - d. virus or other corruption, technical or mechanical error or failure, human error, negligence or unauthorised human intervention in any part of the entry processes or the operation or administration of the Promotion;
 - e. any liability, loss, injury, claim or damage (including without limitation death or personal injury) incurred or suffered by any winner, other participant or other person which may be caused, directly or indirectly, in whole or in part, from any participation in the Promotion or the receipt, use or misuse of any prize. Each participant shall indemnify and hold harmless MAPPL, MasterCard, its members, associated companies and agencies and their respective directors, officers, employees and agents against any claim, action, proceeding, judgment, damage, loss, expense or liability made against or incurred by the same in connection with such participant's participation in the Promotion and, in the case of a winner, the receipt, use or misuse of any prize by any person.
2. MAPPL reserves the right, in its sole discretion, to disqualify any entry and to modify, terminate or suspend this Promotion in the even that the administration, security, fairness or proper play of the Promotion be interfered with or otherwise impaired for any reason whatsoever and, if the Promotion is so modified, terminated, or suspended, select a winner(s) from eligible, non-suspect entries received prior to such event.
3. All entries remain the sole property of MAPPL. All participant information is held within MasterCard's secured database of entries. Except where prohibited by law, participation in the Promotion constitutes each winner's consent to MAPPL's use of their name, personal description, likeness and opinions for any promotional, marketing and publicity purposes in any media.
4. If any of the provisions of these terms and conditions becomes or is invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
5. MAPPL does not assume any responsibility for the products and services offered by Banyan Tree Hotels & Resorts Pte. Ltd. The products and services are provided solely by Banyan Tree Hotels & Resorts Pte. Ltd., under such Terms and Conditions as determined by Banyan Tree Hotels & Resorts Pte. Ltd. and MAPPL accepts no liability whatsoever in connection with such products and services. The products and services have not been certified by MAPPL and under no circumstances shall the inclusion of any product or service under the offers stated herein be construed as an endorsement or recommendation of such product or service by MAPPL.

6. These terms and conditions shall be governed by the laws of Singapore and participants of the Promotion agree to submit to the non-exclusive jurisdiction of the courts of Singapore.