

**BUY ANY COOLHAUS AND STAND TO WIN A TRIP TO JAPAN! ("PROMOTION")  
TERMS & CONDITIONS**

**1. ORGANISER & ELIGIBILITY**

- 1.1 Buy any Coolhaus and stand to win a trip to Japan! ("Promotion") is organized by Coolhaus (the "Organiser") and is open to all legal residents of Singapore aged 18 years and above.
- 1.2 The following group of persons shall not be eligible to participate in the Promotion:
- (a) Employees of the Organiser (including its affiliated and related companies) and their immediate family members (children, parents, brothers, sisters and spouses); and/or
  - (b) Representatives, employees, servants and/or agents of advertising and/or Promotion service providers of the Organiser (including its affiliated and related companies), and their immediate family members (children, parents, brothers, sisters and spouses).

**2. PROMOTION PERIOD**

- 2.1 The Promotion starts on 8 Dec 2022 at "00:00:01" to 31 Jan 2023 at "23:59:59" ("Promotion Period"). The Organiser reserves the right to revise the Promotion Period at any time by publishing a notification on <https://sg.cool.haus/promo> ("Site"). All submissions received after the Promotion Period shall be automatically disqualified without any notice to the participants.

**3. SUBMISSION & QUALIFYING CRITERIA**

- 3.1 The participant must purchase any Coolhaus ice cream set out under Clause 3.111 below ("**Participating Products**") in a single receipt at Fairprice, Cold Storage, CS Fresh and/or Giant outlets throughout Singapore during the Promotion Period to be qualified to participate in the Promotion.
- 3.2 The proof of purchase ("POP") required to enter the Promotion is one (1) original printed receipt with a minimum 1 item purchase of any Participating Product ("Valid POP"). The purchase receipt(s) must clearly indicate the Participating Products and the date of purchase must be within the Promotion Period.
- 3.3 Participants are entitled to one (1) entry for every Valid POP submitted. Participants are entitled / eligible to submit more than one (1) entry throughout the Promotion Period, but each entry must be accompanied by a Valid POP. Subsequent entries with duplicated receipts will be disqualified.
- 3.4 Participants may submit their entries by entering the submission form on the Site. Participants are required to type their full name, email address, mobile number, place of purchase, items purchased, date of purchase and upload a picture of the Valid POP.
- 3.5 Participants will be identified by their mobile number and POP photo submitted in their entries.

- 3.6 Participants must retain the Valid POP submitted throughout the Promotion Period for verification and redemption of prizes. Failure to present the Valid POP upon request shall result in forfeiture of the prizes.
- 3.7 The Valid POP provided pursuant to a request under Clause 3.56 must be identical to the one provided by participants when they submit their entry. If the Organiser has any reasons to believe that participants have shared any POP with another person, their entries or submissions will be invalid, and they will lose any rights they may have to claim the prize.
- 3.8 Entries must be received during the Promotion Period and will be deemed to be received only when received by the Organiser. No acknowledgement of receipt will be sent by the Organiser for the entries received. Records of the Organiser and its agencies are final and conclusive as to the time of receipt.
- 3.9 The Organiser shall not be liable for any delay, lost, damaged and/or non-receipt of submissions, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or any problems or technical malfunction of our telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the Internet.
- 3.10 The Organiser is not responsible if participants' mobile device or desktop is not sufficiently capable for the purpose of submitting an entry, including having the requisite photograph capability.
- 3.11 The list of Participating Products is set out below:

No.	Product [/Flavour]	Package Size
1.	Coolhaus Pint	473ml
	Coolhaus Sammie	90g

#### 4. PRIZES

- 4.1 There are **12** units of prizes to be won.

No.	Prize	Description
1.	Return travel vouchers to Osaka for 2 worth \$3800	2 units
2.	\$100 Klook Gift Cards	10 units

(each a "**Prize**", and collectively "**Prizes**").

- 4.2 Prizes are subjected to terms and conditions by third party issuance such as Chan Brothers Travel Pte Ltd and Klook Travel Technology Limited. The Organiser will not be responsible for the

prize, and any clarification and concerns regarding redemption of prize should be clarified with the respective prize supplier(s).

<b>Prize</b>	<b>Prize Supplier</b>	<b>Description</b>
Return travel vouchers to Osaka for 2 worth \$3800	Chan Brothers Travel Pte Ltd	<ul style="list-style-type: none"> <li>• Based on the time of travel, the ticket price may change. The cost of the tickets at that time will be deducted from the travel voucher.</li> <li>• If the winner selects tickets with a value greater than \$3800, they will be responsible for covering the difference.</li> <li>• No refunds will be given for remaining balances for tickets selected that are less than \$3800.</li> <li>• Travel vouchers are non-refundable and cannot be re-transferred or sold to third parties.</li> </ul>
\$100 Klook Gift Cards	Klook Travel Technology Limited	<ul style="list-style-type: none"> <li>• Gift Cards are non-refundable and cannot be re-transferred or sold to third parties.</li> <li>• Purchase of Gift Card is ineligible for earning KLOOK Credits.</li> <li>• Klook E-Gift Card is not applicable for usage on Klook Passes / Multi-Attractions Passes / Bundle &amp; Save Passes / Travel Insurance.</li> <li>• Unless otherwise specified, use of KLOOK Credits or Gift Card balance and all special promotions, discounts, or promotional coupons will not be applicable in the purchase of Gift Cards.</li> <li>• KLOOK shall not be liable or responsible for any loss or damage of KLOOK Gift Cards arising from acts and omissions of the user or any third party.</li> </ul>

4.3 The winner is responsible for paying any additional fees associated with using the Prize, including transportation costs and any upgrades to the Prize, such as an increase in the amount of permitted baggage or a change to business class.

4.4 The Prizes are for personal use and must not be sold or used for commercial purposes. Where applicable, the winner(s) shall be solely responsible for the taxes or duties that may be imposed on the Prizes.

4.5 Notwithstanding the number of entries submitted, each participant is only eligible to win up to one (1) Prize via the Promotion.

4.6 Any failure by the participant to comply with this Promotion Terms & Conditions imposed by the Organiser may result in the Prize being cancelled or withdrawn without any liability whatsoever

to the Organiser. Any failure to comply with the conditions imposed by the prize supplier(s) may result in the Prize being cancelled or withdrawn without liability to the Organiser or the prize supplier(s).

- 4.7 The Organiser reserves the right to disqualify the selected participant and to select an alternative participant if (i) the selected participant is unable to produce the requested Valid POP for his or her entry when asked; or (ii) the Organiser has reason to believe that the selected participants have breached any of the Promotion Terms & Conditions, tampered with the Promotion or claim process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. In such instances, the selected participant will lose his or her right to win the Prize.
- 4.8 The Organiser shall reserve the absolute right to substitute the Prize with another of similar value, at any time by providing a written notice to the participants at Coolhaus Singapore official Facebook page.
- 4.9 The Prize and all elements of the Prize must be taken as a whole when offered or the Prize will be forfeited, and if forfeited, the Organiser will not be liable. The Prizes are non-refundable, non-transferable and not exchangeable for cash or its equivalent.
- 4.10 All Prizes are given on an "as-is" basis.

## **5. SELECTION OF WINNERS**

- 5.1 Entries must not contain any material which, in the opinion of the Organiser, is offensive, defamatory, inappropriate, obscene, unsuitable, infringing content, rude, unlawful or otherwise objectionable.
- 5.2 All winners will be selected on 14 February 2023 after the Promotion ends ("Selection Date").
- 5.3 All judging decisions are as determined by the Organiser, in their sole and absolute discretion. All decisions are final, and no appeal or correspondences shall be entertained.
- 5.4 Every entry must be the participant's original work and not copied, assigned or commissioned to anyone else.

## **6. WINNER ANNOUNCEMENT**

- 6.1 Winners will be notified via email within 2 weeks of the Selection Date.
- 6.2 Winners will be contacted via email by the appointed Promotion agency for verification. Should the first attempt to contact the eligible winner fails, such as, but not limited to, (i) getting no responses, and / or, (ii) email address not in service, another two (2) attempts will be made within the next twenty-four (24) hours from the first email. Where such further attempts are unsuccessful, the Organiser reserves the right to select the next qualified participant. The Organiser shall not be held liable in the event the eligible winners cannot be contacted for whatever reasons.

6.3 Winners will be announced on Coolhaus Singapore Official Facebook Page after 2 weeks of the Selection Date.

## **7. PRIZE REDEMPTION / DELIVERY**

7.1 All valid redemption submissions received will be serialised based on the date and time of the submission received by the Organiser.

7.2 All Prizes must be claimed within one month from the date of notification ("Redemption Period"). The Prizes shall be valid (i) up until the Redemption Period or any other period as specified by the Organiser; or (ii) unless revoked by the Organiser in accordance with these Promotion Terms & Conditions. In the event that any Prizes are unclaimed within the Redemption Period or any such period as may be specified by the Organiser, the Organiser reserves the right to revoke or invalidate the unique redemption code issued in any manner it deems fit.

7.3 The Valid POP must be identical to that provided by the participant when submitting the entry. If, in the Organiser's sole opinion, the participant has shared any POP with another person, the entries or submissions will be invalid, and the participant will lose any rights to claim the Prize.

7.4 Once the Prizes are correctly claimed in accordance with this Promotion Terms & Conditions, the prizes will be delivered to the participants via courier service and shall be fulfilled within approximately 21 working days from the date of confirmation of participant details (i.e. full name, contact number and address). Winners are to sign prize acknowledgement form to acknowledge receipt of prize. Delivery time will depend on the winner's nominated address. To the extent permitted by applicable laws, the Organiser and its employees, agencies and representatives (including its affiliates) associated with this Promotion are not responsible for any delayed, lost, stolen, misdirected or damaged shipments.

7.5 Participants are required to share their details and the details will be assumed to be correct and final. It is the responsibility of the winner to provide a correct and valid address. Confirmation details cannot be changed after submission. The Organiser highly recommends a current residential street address be provided when requested for ease of correspondence and delivery. The Organiser cannot guarantee that a Prize returned to the Organiser due to non-delivery at the provided address will be re-sent to the winner. If the address provided is incomplete or incomprehensible the address submission will be deemed invalid.

7.6 All unclaimed Prizes after the Collection Period shall be forfeited.

7.7 The Organiser and its appointed fulfilment agency shall be entitled to request the original NRIC or the originals of other supporting documents or materials for verification purposes. The Organiser also reserves the right to request winners to sign a winner's deed of release or any other relevant forms or agreements that the Organiser deems necessary, to provide proof of identity, proof of age, and/or proof of entry validity (including phone bill) in order to claim a Prize. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.

## **8. RIGHTS OF THE ORGANISER**

- 8.1 By participating in the Promotion, participants give their consent and absolute right to the Organiser to use their names, likeness, photographs and Prizes as materials for the purposes of advertising, marketing, trade and/or publicity, without any prior notice. The participants shall not be entitled to claim ownership and/or other forms of compensation for the use of the materials by the Organisers.
- 8.2 The Organiser reserves the right to modify, suspend and/or cancel the Promotion and/or this Promotion Terms & Conditions at any time by publishing a notification on Coolhaus Singapore Official Facebook Page. Participants agree that their continued participation in this Promotion shall be treated or deemed as acceptance and agreement of the Promotion Terms & Conditions herein (as may be amended from time to time).
- 8.3 The Organiser reserves the right, at any time, to validate and check the authenticity of the entries and participants' details (including a participant's identity, age and place of residence). In the event that a winner cannot provide suitable proof as required by the Organiser to validate their entry, the winner will forfeit the Prize in whole and no substitute will be offered. Incomplete, indecipherable, inaudible, incorrect and illegible entries, as applicable, will at the Organiser's discretion be deemed invalid and not eligible to win.
- 8.4 The Organiser reserves the right, in its sole discretion, to disqualify any participant who the Organiser has reason to believe has breached any of the Promotion Terms & Conditions contained herein and/or that is found or suspected of tampering with the Promotion submission process or the operation of the Promotion. The Organiser reserves the right to pursue legal action against any individual it believes has undertaken fraudulent activities or other activities harmful to the Promotion.
- 8.5 All entries and any copyright subsisting in the entries become and shall remain the property of the Organiser who may publish or cause to be published any of the entries received.

## **9. LIABILITIES & RESPONSIBILITIES**

- 9.1 Nothing in these Promotion Terms & Conditions limit, exclude or modify or purports to limit, exclude or modify any statutory guarantees or warranties.
- 9.2 To the extent permitted by applicable laws, the Organiser (including its employees, agencies and representatives associated with this Promotion) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of:
- (a) any technical difficulties or equipment malfunction (whether or not under the Organiser's control);
  - (b) any theft, unauthorised access or third-party interference;
  - (c) any entry, claim or Prize that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Organiser) due to any reason beyond the reasonable control of the Organiser;
  - (d) any variation in the Prize value to that stated herein; or

- (e) any misuse of the Prize.
- 9.3 In the event of any discrepancies between this Promotion Terms & Conditions and any advertising, promotional, publicity and other materials relating to or in connection with this Promotion, this Promotion Terms & Conditions shall prevail.
- 9.4 Failure by the Organiser to enforce any of its rights at any stage does not constitute a waiver of those rights. The Organiser's legal rights to recover damages or other compensation from such an offender are reserved.
- 9.5 To the extent permitted by applicable laws, participants and their heirs shall assume full liability and responsibility in case of any liability, mishap, injury, damage, claim or accidents (including death) resulting from their participation in the Promotion and/or utilization of the Prize and agree to irrevocably and unconditionally release and hold the Organiser free and harmless of any liability for any reason whatsoever.
- 9.6 The Organiser accepts no responsibility for any tax implications and the participants must seek their own independent financial advice with regards to the tax implications relating to the Prize or acceptance of the Prize.

## **10. PERSONAL DATA PROTECTION**

- 10.1 Each participant's participation in the Promotion is conditional upon the participant consenting to the Organiser and its affiliated companies and business units, service providers and agencies using the participant's personal data for the following purposes:
  - (a) to notify the participant if he/she has won any Prize;
  - (b) to conduct, manage, and administer the Promotion including verifying the identity of participants for participation or prize collection;
  - (c) for consumer research and analysis, promotional, publicity, advertising and marketing purposes; and
  - (d) for the Organiser and its affiliates to obtain feedback on its products and services.
- 10.2 Personal information collected by the Organiser shall include participant's name, age, government issued ID, mobile number, email address, and any other information which may identify the participant, as well as supporting identification documents as may be required ("Personal Information"). Unless otherwise stated, the Personal Information shall be kept for a maximum of 2 years unless required for regulatory or legal purposes.
- 10.3 Each participant is free to revoke his or her consent to the processing of his or her Personal Information by sending a message to the Organiser as stated below. However, the participant understands that by doing so, he or she hereby withdraws his or her participation from this Promotion. The Organiser will use its best endeavours to keep all Personal Information processed for this Promotion strictly confidential.
- 10.4 The Organiser and its affiliated companies and business units may share a participant's Personal Information between themselves for administrative purposes, and with third parties supporting their administrative and business functions. In some cases, this may involve the storage, use,

disclosure or other processing, or transfer of participant's Personal Information outside of Singapore.

- 10.5 The Organiser and its affiliated companies and business units may also share a participant's Personal Information with third parties to carry out cross-promotion.
- 10.6 By participating in this Promotion, the participant consents to the use collection, disclosure, processing and transfer of his or her Personal Information for the purposes listed above. Unless otherwise provided for above, the collection, use, disclosure, processing and/or transfer of any Personal Information shall be conducted in accordance with the Organiser's Privacy Policy.
- 10.7 The Organiser's Privacy Policy may be found at <https://sg.cool.haus/pages/privacy-policy>. The Privacy Policy contains, amongst others, information from:
  - (a) how a participant may access the Personal Information that is held by the Organiser and seek correction or deletion of such information; and
  - (b)

## **11. MISCELLANEOUS**

- 11.1 Interpretation of the Promotion Terms & Conditions shall be at the sole discretion of the Organiser. By entering this Promotion, participants agree to be bound by the Promotion Terms & Conditions and the decisions of the Organiser shall be final and binding on all participants. No appeal shall be entertained for any reason whatsoever. The Organiser reserves the right to revise the Promotion Terms & Conditions at any time by publishing a notification on Coolhaus Singapore Official Facebook Page.
- 11.2 The use of any automated entry software or any other mechanical or electronic means that allows a participant to automatically enter repeatedly is prohibited and may render all entries submitted by that participant invalid.
- 11.3 The Promotion and this Promotion Terms & Conditions shall be governed by the laws of Singapore and be subject to the exclusive jurisdictions of the courts of Singapore.
- 11.4 If any of the provisions of these Promotion Terms & Conditions is adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that the remaining Terms & Conditions contained herein shall otherwise remain in full force and effect and remain enforceable between the parties.
- 11.5 This Promotion is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. Participants provide their information to the Organiser and not to any social media platform. Participants completely release any relevant social media platforms from any and all liability.
- 11.6 Should the participant have any inquiry regarding the Promotion, he or she may call 64442155 or email to [hello@coolhauspromo.com](mailto:hello@coolhauspromo.com) for more information.
- 11.7 A person who is not a party to any of the agreement governed by these Promotion Terms and Conditions shall have no rights under the Contracts (Right of Third Parties) Act (Cap. 53B), or any amendment thereto, to enforce any terms and conditions hereunder.