

## Terms and Conditions for Win a Tesla with American Express

1. "Win a Tesla with American Express" lucky draw (the "Draw") is organized by American Express International Inc., Singapore Branch ("Amex") and Fuda Traders Pte Ltd (collectively, the "Organizers").

### Eligibility

2. To be eligible to participate in the Draw, the individual must fulfil the relevant criteria set out in this Clause 2 and Clause 2A:

#### (a) New Basic Card Applicants

Apply and receive approval for a new Basic American Express® Personal Card ("New Basic Card Applicants"), and make a minimum spend of S\$1 on eligible transactions, between 2 August 2021 and 31 December 2021. New Basic Card Applicants will be allocated entries for the Draw ("Draw Entries") in accordance with the criteria and allocation set out in Clauses 5(a) and 5(b).

After Card approval, a New Basic Card Applicant will be considered an Existing Basic Card Member and will also be allocated Draw Entries in accordance with the criteria and allocation set out in Clauses 5(c) to 5(f).

The Draw is not applicable to Card applicants who:

- i. Cancelled their American Express® Cards within the last twelve (12) months; or
- ii. Convert an existing personal American Express® Card.
- iii. Applied directly or indirectly through the following online aggregators or affiliate networks and subsidiaries: Appier, Egentic, EnjoyCompare, Financial Horse, Finty, Milelion, MoneySmart, OMG, Shutterwhale, Singsaver, Value Champion, and Withmobile.
- iv. Applied for (a) American Express Corporate Cards; (b) American Express Singapore Airlines Business Credit Card; and (c) American Express Cards issued by DBS Bank Limited, United Overseas Bank Limited, Citibank Singapore Limited.

#### (b) Existing Basic Card Members

Be an American Express Basic Card Member ("Existing Basic Card Members") holding a qualifying personal American Express® Card issued by American Express International Inc. in Singapore ("Eligible Cards") and meet any of the criteria set out in Clauses 5(c) to 5(f) between 2 August 2021 and 31 December 2021. The following Cards do not qualify for participation in the Draw:

- i. American Express Corporate Cards;
- ii. American Express Singapore Airlines Business Credit Card; and
- iii. American Express Cards issued by DBS Bank Limited, United Overseas Bank Limited, Citibank Singapore Limited;

New Basic Card Applicants and Existing Basic Card Members who are qualified to participate in the Draw are collectively referred to as the ("Qualifying Card Members").

2A. Not be an employee of American Express International Inc., Fuda Traders Pte Ltd, their advertising agencies, tenants and their employees, subsidiaries of the abovementioned parties, the immediate families of the employees of the abovementioned parties, and any other party who are directly involved in organizing, promoting or conducting the Draw as determined by the Organizers.

### Campaign Period

3. The Campaign Period is from 2 August 2021 to 31 December 2021 (both dates inclusive).

### Allocation of Draw Entries

4. Qualifying Card Members will be automatically enrolled into the Draw.

5. The criteria and allocation of Draw Entries are as below:

Criteria <i>(to be fulfilled within Campaign Period)</i>	Number of allocated Draw Entries
<u>For New Basic Card Applicants</u>	
(a) Make a minimum spend of S\$1 on eligible transactions on the following cards:	
(i) American Express® True Cashback Card	10
(ii) American Express® CapitaCard	10
(iii) American Express® Singapore Airlines KrisFlyer Credit Card	10
(iv) All other American Express Personal Cards in Singapore	10
(b) Make a minimum spend of S\$1 on eligible transactions on the following cards <u>and</u> make full payment of the applicable annual card fee:	
(i) American Express® Platinum Credit Card, with an annual fee payment of S\$321 (inclusive of GST)	20
(ii) American Express Singapore Airlines KrisFlyer Ascend Credit Card, with an annual fee payment of S\$337.05 (inclusive of GST)	20
(iii) The Platinum Card®, with an annual fee payment of S\$1,712 (inclusive of GST)	30
<u>For Existing Basic Card Members</u>	
(c) Every S\$50 spend on all eligible transactions with an Eligible Card	1
(d) Every payment with an Eligible Card via Pay Small, an instalment payment plan by American Express at participating business	10
<i>Note: Pay Small terms and conditions apply. Find out more about Pay Small and participating business at <a href="http://amex.co/paysmall">amex.co/paysmall</a></i>	

<u>For both New Basic Card Applicants and Existing Basic Card Members</u>	
<p>(e) Refer a friend through the American Express Member Get Member (MGM) program</p> <p><i>Note:</i></p> <p>(i) Referrers will only qualify to participate in the Draw when the referrer and referee make a minimum spend of S\$1 on eligible transactions during the Campaign Period.</p> <p>(ii) After card approval, the referee will be considered an Existing Basic Card Member and will also be allocated Draw Entries in accordance with the criteria and allocation set out in Clauses 5(c) to 5(f).</p> <p>(iii) Not applicable for the True Cashback Card Referral Program.</p> <p>(iv) MGM terms and conditions apply. Find out more about MGM at <a href="http://amex.co/mgmhub">amex.co/mgmhub</a></p>	10
<p>(f) Every successful enrolment in Recurring Billing via <a href="http://amex.co/sgrbform">amex.co/sgrbform</a></p>	10

6. Please visit [amex.co/SGexclusions](http://amex.co/SGexclusions) for a list of non-eligible purchases or transactions, which is non-exhaustive and is subject to changes from time to time
7. Supplementary Card Members are not entitled to participate in the Draw. Eligible transactions made by Supplementary Card Members will count towards the allocation of Draw Entries to the Basic Qualifying Card Members in accordance with Clause 5.
8. Draw Entries awarded are neither negotiable nor transferable. Amex reserve the right to determine the final number of Draw Entries allocated to each Qualifying Card Members.
9. Draw Entries are allocated cumulatively with no cap.

Prize

10. The prize for the Draw is a Red Tesla Model 3 Standard Plus Rear-Wheel Drive (the "Car" or "Prize"). There will only be one Car given away to one winner for the entire Draw (the "Winner") as the Prize.
11. The Car does not include the following which shall be the sole responsibility (including at the cost) of the Winner:
  - (a) Certificate of Entitlement ("COE");
  - (b) Servicing;
  - (c) Motor vehicle insurance;
  - (d) Road tax;
  - (e) In-vehicle unit and installation;
  - (f) Number plates; and
  - (g) Registration fee.
12. The winner shall accept the Car on an 'as-is' condition. The actual specification of the Car may differ from the visual used in all printed collaterals.

13. The color of the Car is fixed, and color change of the Car is not allowed. The Car is not transferable or exchangeable for credit, cash or in kind and is subject to the Terms and Conditions set by the Organizers.
14. Delivery of the Car is subject to stock availability and delivery of the Car to the Winner shall be fulfilled by Fuda Traders Pte Ltd.
15. Amex reserves the right to replace the Car with another item of similar value.
16. All Card accounts must also be in good standing through to the time of awarding of the Prize for the Qualifying Card Member to qualify to win the Prize.

## Conduct of Draw

17. The Draw will be on 9 February 2022, 10:00AM at the office of American Express International Inc. located 1 Marina Boulevard, #22-00 One Marina Boulevard, Singapore 018989, or on such other date or time or at such other venue as may be determined by Amex. The Winner will be selected at random by Amex by computerized system under the supervision of an independent public accountant.
18. The Winner will be notified by phone and post within seven (7) business days after the Draw Date and Winner will be required to sign an acknowledgment letter of the Prize to claim the Prize within the next seven (7) business days at the office of American Express International Inc. located at 1 Marina Boulevard, #22-00 One Marina Boulevard, Singapore 018989 or at such other venue as may be determined by Amex.
19. The original notification letter, personal identification details (NRIC or passport) must be presented by the Winner to sign the acknowledgement letter / claim the Prize. Photocopies or electronic copies will not be accepted. If there is any discrepancy between the winning entry and the documents produced for verification, the entry will be deemed as disqualified.
20. Amex reserves the right to draw reserve Winner(s) to replace the original Winner who is uncontactable, or who may subsequently be disqualified or deemed ineligible.
21. The Winner will also be announced on the campaign landing page [amex.co/tesladraw](https://amex.co/tesladraw) in the format of <lastname><last 4 digits of identification/passport number> e.g. TAN854C.

## General Terms

22. By participating in the Draw, the Qualifying Card Member agrees to be bound by the rules, regulations and decisions of Amex by these Terms and Conditions. Failure to comply with these Terms and Conditions and suspected involvement in illegal activities, including but not limited to fraud or attempted deception, will result in the disqualification of the Card Member from the Draw.
23. By participating in the Draw, the Winner agrees to co-operate with and participate in any advertising or publicity activities of Amex relating to the Draw for over a period of one (1) year. The Winner agrees that Amex may publicize partial information of the name, identification number or passport number and/or photograph of the Winner in such mode and manner as Amex considers fit. By

providing Amex with personal information, the Qualifying Card Members consent for Amex to collect, use and disclose his or her respective personal information for the purpose of facilitating his or her participation and providing him or her with information on the Draw. The Winner also consent for Amex to share their personal information with Fuda Traders Pte Ltd for the purposes of providing him or her with the Prize.

24. Amex will not be responsible for any loss, claim or liability whatsoever suffered or incurred by any person in connection with the Draw (including the acceptance or possession of the Prize howsoever arising, including without limitation, any loss of opportunity to participate due to any entries not received for any reasons whatsoever, any error in computing chances, any breakdown or malfunction in any computing system or equipment, any notice which is misdirected or lost in post, claims, cost, injuries, losses, or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light.
25. The decision of Amex on all matters relating the Draw is final, conclusive and binding and no correspondence will be entertained.
26. Amex reserve the right to replace any prize with another item, or cancel, terminate, modify or suspend the Draw at any time in their sole discretion without notice.
27. These Terms and Conditions shall be governed by Singapore laws the Singapore Courts shall have non-exclusive jurisdiction for any disputes arising from these Terms and Conditions.

The above information is correct at the time of print, 2 August 2021.

This promotion is authorized under the Singapore Lucky Draw permit number: LD/556/2021.