**Terms and Conditions for “ACCORHOTELS FOOD & WINE FESTIVAL SINGAPORE” (“Campaign”) Contest/Lucky Draw**

1. **Eligibility**
   1. The Campaign comprises a contest/lucky draw component (“**Contest/Lucky Draw**”) which will be conducted by AAPC Singapore Pte Ltd (“**AAPC**”).
   2. Subject to clauses 1(c) and 1(d), the Contest / Lucky Draw is open to all individuals ordinarily resident in Singapore (e.g. Singapore citizen, permanent resident, or holder of valid work permit, miscellaneous work pass and dependant pass)aged 18 and above as at 4 November 2017 and with a valid Singapore mailing address (“**Participant**”).
   3. Employees of AAPC, its affiliates, related corporations (“**Accor Group**”) or of AccorHotels’ partners including any hotel staff of hotels operated or franchised by the Accor Group and/or sponsors for the Contest / Lucky Draw (if applicable), and any other parties directly involved in organizing, promoting, or conducting the Contest/Lucky Draw are not eligible to participate in the Contest / Lucky Draw.
   4. Notwithstanding clause 1(b), AAPC reserves the absolute discretion to determine the eligibility of any person who is interested to participate in the Contest/Lucky Draw. Such determination is final and conclusive, and AAPC is not obliged to give any reason for disqualifying any person from participation in the Contest/Lucky Draw or any part thereof.
   5. Winner(s) of the Contest/Lucky Draw may be required to sign a written statement confirming their eligibility before prize collection.
2. **Contest/Lucky Draw Prizes**
   1. **The following prizes have been allocated for the Contest/Lucky Draw:**
      1. **one (1)** winner to receive a pair of return economy air tickets to Paris plus five (5) nights’ accommodation at an AccorHotels hotel/property in Paris chosen by AAPC (“**Paris Hotel Stay Prize**”);
      2. **one (1**) winner to receive a pair of return economy air tickets to Sydney plus five (5) nights’ accommodation at an AccorHotels hotel/property in Sydney chosen by AAPC (“**Sydney Hotel Stay Prize**”);
      3. one winner to receive a one-night stay in an AccorHotels hotel/property in Singapore chosen by AAPC (“**Local Hotel Stay Prize**”);
      4. 3 winners to receive an assortment of food and beverage vouchers to be determined by AAPC (“**Free F&B Vouchers**”),

collectively, the “**Prizes**” and each a “**Prize**”.

* 1. The Paris Hotel Stay Prize and the Sydney Hotel Stay Prize air tickets are only inclusive of base fare. Taxes, any additional charges and fees are to be borne by the winners at the time of booking. The Paris Hotel Stay Prize and the Sydney Hotel Stay Prize air tickets are valid for one-time usage only, for travel from Singapore only, and seats are subject to availability.
  2. The Prizes are subject to further prevailing terms and conditions of use, including those of the suppliers of the Prizes. Without prejudice to these Terms and Conditions, the winners of the Paris Hotel Stay Prize and the Sydney Hotel Stay Prize further agree to the following terms and conditions:

1. All flight bookings must be made with British Airways Plc. Please email at [shr.enquiries@ba.com](mailto:shr.enquiries@ba.com) to redeem the air tickets.
2. Travel is subject to the British Airways Plc Conditions of Carriage and fare conditions advised at the time of booking. Travel is subject to availability at the time of booking and reservations must be made by **31st December 2017**. Travel on prizewinner ticket should be avoided over public holidays, Fridays, Saturdays and peak school holiday periods. The prize-winner and their travel companion will not accrue British Airways Executive Club (Avios points) on the prize travel. An upgrade cannot be purchased on airfares with cash or British Airways Executive Club ( Avios points).
3. Flights are permitted on British Airways services only and departures must be from Singapore. The prize-winner and their travel companion must travel together on all flights via the most direct routing.
4. The prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated. The prize is not exchangeable or redeemable for cash or other goods or services. The prize cannot be transferred to any other person, unless agreed to by British Airways Plc. There can be no changes made to travel arrangements once tickets are issued. The air tickets must be booked by **31st December 2017** and travel must commence prior to **31st March 2018**. No extensions will be given. Any unused portions of the prize will be forfeited.
5. The prize does not include travel insurance, passports, visas, meals, payments to third parties, ground transportation or any other costs not specifically stated.
6. Compliance with any health or other government requirements is the responsibility of the prize-winner and their travel companion. It is the responsibility of the prize-winner to enquire about local issues and conditions at destinations prior to travel. British Airways Plc makes no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including local government, local consular offices and the website of the British Foreign & Commonwealth Office.
7. If a prize or any part of a prize cannot, in the opinion of British Airways Plc, be provided for any reason, then British Airways Plc reserves the right to provide an alternative travel prize or part of a prize (including to an alternative destination) to approximately the same value as that part of the prize being replaced.
8. British Airways Plc and its related bodies corporate and their respective officers, employees and agents will not be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect and consequential loss) suffered or sustained in connection with the use of any part of the prize, except for liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
   1. If any act, omission, event or circumstance occurs which is beyond the reasonable control of British Airways Plc and which prevents British Airways Plc from complying with these terms and conditions, British Airways Plc will not be liable for any failure to perform or delay in performing its obligations.
9. **How to participate in the Contest/Lucky Draw**
   1. **AccorHotels Food and Wine Festival Passports (“Passports”) can be collected at all restaurants and bars participating in the Campaign (annexed hereto) (“Participating Outlets”).**
   2. To qualify to participate in the Contest/Lucky Draw and have the chance to win the respective Prizes, a Participant must collect the relevant minimum number of stamps issued by the Participating Outlets (“**Stamps**”) in a single Passport as stated below:

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| --- | --- |
| **Minimum Stamps required in a single Passport** | **Category of Prizes (chance to win) (“Prize Category”)** |
| 3 | Free F&B Vouchers |
| 6 | Local Hotel Stay Prize |
| 9 | Sydney Hotel Stay Prize or Paris Hotel Stay Prize |

* 1. Subject to Clause [3(l)], there are no restrictions on the number of Passports which may be submitted; a Participant may submit multiple Passports to increase their chances of winning.
  2. Participants are required to dine at the Participating Outlets in Singapore from 4th November 2017 to 12th November 2017 (both dates inclusive) to be entitled to collect the Stamps.
  3. To qualify to participate in the Contest/Lucky Draw, the Participants must submit their Passports between 1200hrs on 4November 2017 and 1159hrs on 12 November 2017 (“**Qualifying Period**”) by dropping them into the designated “ACCORHOTELS FOOD & WINE FESTIVAL SINGAPORE” lucky draw box at any of the Participating Outlets.
  4. Entries with invalid or incomplete information will be disqualified.

Collection of Stamps

* 1. The Stamps will be issued by the Participating Outlets upon fulfilment of the respective criteria as set out below:

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| **No. of Stamps** | **Restaurants** | **Bars** |
| 1 | With each AccorHotels Food and Wine Festival Set Menu (Lunch or Dinner as the case may be) ordered or minimum spending of an amount equivalent to the price of the respective restaurant’s Set Menus (Lunch or Dinner as the case may be) in a single receipt[[1]](#footnote-1); (“**Condition A**”) | With a minimum spending of S$20 per table in a single receipt (“**Condition B**”)[[2]](#footnote-2); |
| +1 | For verified AccorPlus/Far Card/Le Club Accorhotels members who fulfil Condition A | For verified AccorPlus/Far Card/Le Club Accorhotels members who fulfil Condition B |
| +1 | For payments made via MasterCard and which fulfil Condition A | For payments made via MasterCard and which fulfil Condition A |

* 1. All **Participants are required to retain their dining receipts for verification purposes.**
  2. **In the event of loss of or damage to the Passport or receipts, AAPC shall not be liable in any manner for whatsoever reason; The Participant acknowledges that in such situations, the Stamps will not be issued or re-issued (where the case may be) and the Participating Outlets shall** not re-print any receipts.
  3. **To collect the Stamps, the Participant must produce the qualifying receipts/evidence to the Participating Outlet at the time the qualifying expenditures in respect of those receipts are made at the Participating Outlet.** Participant shall ensure that the Stamps are being issued correctly before leaving the premises of the Participating Outlet. The Participant acknowledges that there shall beno re-issuing of Stamps after the Participants have left the premises of the Participating Outlet.
  4. **To collect the additional Stamp as an AccorPlus/Le Club Accorhotels member, the Participant must furnish his/her membership card at the time the qualifying expenditure is made.**
  5. In the event that a Participant’s name is drawn as a winner of more than one Prize in the same Prize Category, that Participant shall elect to redeem only one Prize. A re-draw for the winners of such remaining Prize(s) in that Prize Category shall be conducted again. Participants may, however, win more than one Prize as long as each Prize is from a different Prize Category.

1. **Selection of winners, winners’ notification, collection of Prizes**
   1. The Contest/Lucky Draw will be conducted on [20 November 2017], 9.30am – 3.00pm at AAPC’s office in 1 Wallich Street #17-01 Guoco Tower Singapore 078881. AAPC reserves the right to change the venue, date and time of the Contest/Lucky Draw at its absolute discretion without any prior notice to the Participants.
   2. The winners of the Contest/Lucky Draw will be selected at random, either by means of manual or computerized in any method as AAPC may determine at its absolute discretion. AAPC has the discretion to change the venue, date and time without any prior notice to the Participants.
   3. AAPC will contact the winners via email or phone calls within seven (7) business days after the draw date. The winners must respond in writing by email or ordinary post within seven days (including weekends and Public Holidays) from the date of the notification from AAPC, failing which they will automatically be disqualified and replaced with a reserve winner, who will be subject to the same notification procedures stated in this clause.
   4. Winners shall make an appointment with AAPC no later than seven (7) business days from the day they received the notification of win from AAPC, to claim their prize(s) during regular business hours, pursuant to instructions provided in the notification from AAPC. Each winner must produce a proof of identity (NRIC/FIN card and/or passport) plus the original dining receipts corresponding with the Contest/Lucky Draw entry to claim their prize(s). If there is any discrepancy between the winning entry and the documents produced for verification, the entry will be deemed as disqualified. AAPC reserves the right to replace any winner if his/her entry is disqualified. All prizes must be claimed within 2 months of AAPC’s notification of the winners, otherwise the prizes or their equivalent value shall be donated to the Community Chest or such other charity as may be approved by the regulatory authority. Any winner whose prize has been so forfeited shall not be entitled to any compensation.
2. **Other terms and conditions** 
   1. By participating in this Campaign, participants will be deemed to have read and understood these Terms and Conditions and to be bound by them, any other requirements set out in any related promotional material, and all amendments, additions, replacements and modifications as may be made from time to time. Non-compliance with or breach of any of these Terms and Conditions may disqualify a participant at any stage of the Contest/Lucky Draw, and any prizes won may be forfeited, withheld, withdrawn or reclaimed.
   2. AAPC reserves the right to withdraw, suspend, discontinue or terminate the Contest/Lucky Draw at any time at its absolute discretion, without notice or liability to any person.
   3. AAPC reserves the right, at any time in its sole and absolute discretion, to substitute, withdraw, add to or alter any of the Prizes offered without notice to the Participants.
   4. The Campaign is not valid with other discounts, vouchers, promotions, privileges, membership/loyalty programmes unless otherwise stated; Participants shall not be allowed to collect Stamps on any expenditure made with any other discounts, vouchers, promotions, privileges, membership/loyalty programmes’ points.
   5. Participant affirms the accuracy of all information provided at the time of Contest / Lucky Draw entry. Any misrepresentation of any fact or particulars (deemed material by AAPC) shall result in disqualification and/or the forfeiture, withholding, withdrawal or reclaiming of any prizes won.
   6. The Prizes and Stamps are neither transferable nor exchangeable for cash, credits or otherwise.
   7. In the event of any inconsistency between the Terms and Conditions with any other form of publicity collaterals relating to the promotion, these Terms and Conditions shall prevail.
   8. These Terms and Conditions listed are not intended to confer rights to a third party under the Contracts (Rights of Third Parties) Act (Cap. 53B) (the “**Act**”) to enforce any provision of these terms and conditions. The provisions of the Act are hereby excluded.

1. **Limitation on Liability**

The Accor Group, its directors, officers, and/or employees shall not be liable for any and all injuries, liabilities, losses or damages, special, incidental, or consequential loss or damages of any kind (collectively, “**Losses**”) arising from or in any way connected with the Campaign and Contest/Lucky Draw, including any Losses arising from or connected with the use or inability to use any prize or any component thereof such as flight delays, cancellations, the closure of buildings, facilities, venues and exhibits, and the unavailability of flights.

1. **Amendments**

AAPC Singapore Pte Ltd reserves the right to vary, delete or add to these terms and conditions at any time at its absolute discretion without notice or liability to the Participants or any other person.

1. **Publicity & Personal Data**
   1. By participating in the Contest, each Participant agrees to co-operate with and participate in any advertising or publicity activities of AAPC relating to the Contest.
   2. Participants shall grant permission to AAPC and its agents/service providers to take and to have full and free use of video/photographs containing their image/likeness, in any media or form (“**Materials**”). Participants are not entitled to remuneration, residuals, royalties or any other payment from AAPC in respect of the creation and use of their image/likeness and/or the Materials. . By participating in the Campaign and/or Contest/Lucky Draw, each participant consents to AAPC’s collection, use and disclosure of his or her respective personal data for the purpose of facilitating his or her participation in the Campaign and/or Contest/Lucky Draw, providing him or her with information on the Contest/Lucky Draw, and the publication of the results of the Contest/Lucky Draw on its website or other mediums. Each participant also consents for AAPC to share his or her personal data with any of its service providers, agents and/or suppliers of prizes for the purposes of providing winners with the prizes.
2. **All Decisions Final**

AAPC’s decision on all matters relating to the Contest/Lucky Draw and the selection of the winners shall be final, conclusive, and binding on all Participants. No appeals or correspondence will be entertained.

1. **Governing Law; Jurisdiction**
   1. These Terms and Conditions shall be governed by Singapore laws.
   2. Any dispute arising out of or in connection with these Terms and Conditions, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

1. No splitting of receipts is allowed. The number of Stamps that may be collected is capped at one (1) for any non-Set Menu spending, notwithstanding that spending is above the minimum amount required. [↑](#footnote-ref-1)
2. No splitting of receipts is allowed. The number of Stamps that may be collected is capped at one (1) for any spending, notwithstanding spending is above S$20. [↑](#footnote-ref-2)