

## **Geneco Referral Contest (“Contest”) Terms & Conditions**

### **A. Official Contest Rules**

1. The Geneco Referral Contest (the “**Contest**”) is a contest organised by Geneco by Seraya Energy Pte Ltd ( the “**Organizer**”)
2. These terms and conditions (“**Terms and Conditions**”) shall apply to the Contest. By submitting an entry for the Contest, Participants agree to abide by and are bound by the Terms and Conditions governing the conduct of this Contest.
3. The Organizer reserves the right to change any terms and conditions of the Contest at its sole and absolute discretion, without prior notice, reason or liability. By entering the Contest, the Participants not only undertake to review the Terms and Conditions of the Contest at any particular time, which has been made available for public viewing at [www.geneco.sg/refer-a-friend/](http://www.geneco.sg/refer-a-friend/) but also agree to be bound to subsequent new or amended Terms and Conditions (if any).
4. The Organiser also reserves the right to terminate, cancel, suspend or amend (including but not limited to replacing the Contest’s prize with one or more items of similar value) the Contest at any time without prior notice, reason or liability. The Organiser accepts no responsibility and/or liability for any deviation in the prize values (if any).

### **B. Eligibility Conditions**

5. Subject to the provisions of these Terms and Conditions, this Contest is only open to Participants who satisfy the following conditions upon commencement of the Contest:
  - (a) currently reside in Singapore at a permanent residential address;
  - (b) is an existing electricity account holder with Geneco; and
  - (c) does not have a Geneco account that was terminated or closed (whether by the individual or Geneco) in the last twelve (12) months immediately prior to the commencement of the Contest.
6. Notwithstanding the foregoing, the Contest is not open to both employees of Seraya Energy Pte Ltd, YTL PowerSeraya Pte Limited or PetroSeraya Pte Ltd and their immediate family members (such as their spouse, children, siblings and parents). The Contest is also not open to any other Participant deemed ineligible and/or notified by the Organiser as being ineligible at any point during the course of the Contest.
7. The Organiser reserves their right to exercise their sole and absolute discretion to exclude or disqualify any Participant and/or submission from participating in the Contest.

### **C. Contest Period**

8. The Contest shall begin on 1 January 2021 and ending on 28 February 2021, both days inclusive (the “**Contest Period**”). The Organiser reserves their right to amend the Contest Period at any time without prior notice.

#### **D. Participation**

9. To enter the Contest, each Participant shall share their referral code which consists of his/her Geneco account registered mobile number (e.g. 9xxxxxxx) linked to his/her Geneco account (“**Referral Code**”) with any persons who does not have an electricity account with Geneco (“**Referral Recipient**”).
10. A referral is deemed successful when:-
  - a. each Referral Recipient signs up for a residential electricity account with Geneco under any one of the following Geneco plans: Get It Fixed 36 / Get It Fixed 24 / Get It Less 24/ Get It Green or Get Sunny (“**Eligible Plan**”) via Geneco’s website <https://www.geneco.sg/residential/electricity-plans/> during the Contest Period;
  - b. applies the Referral Code in the referral code field at the point of signing up for the Eligible Plan online; and
  - c. the Referral Recipient account is activated and/or transferred over to Geneco by 31st March 2021
11. For the avoidance of doubt, Referral Recipient is only allowed to enter one Referral Code during sign up and any sign ups made after the Contest Period will not be considered.
12. Participant requires a minimum of 8 successful referrals to be eligible for the contest. The top five (5) Participants with the highest number of contest entries (“**Winners**”) will win voucher(s) from the Dairy Farm Group Singapore (the “**Prize**”) as follows:  
1<sup>st</sup> Prize: \$1,000 Dairy Farm voucher  
2<sup>nd</sup> Prize: \$500 Dairy Farm voucher  
3<sup>rd</sup> Prize: \$300 Dairy Farm voucher  
4<sup>th</sup> Prize: \$200 Dairy Farm voucher  
5<sup>th</sup> Prize: \$100 Dairy Farm voucher
13. The Organizer will upload the top ten (10) Participants with the highest number of contest entries of the week on the leaderboard at [www.geneco.sg/refer-a-friend/](http://www.geneco.sg/refer-a-friend/) and the information will be refreshed and updated on every Tuesday, 1200hrs, starting from 12 January 2021 leading to the last Tuesday before the close of the Contest Period.

#### **E. Selection of Winners, Prizes and Notifications**

14. All contest entries for the Contest shall be solely decided by the Organiser. The results of the Contest shall be final and binding, and no appeal against the Contest’s results shall be entertained. In the event of any dispute, the Organiser’s decision shall be final and no further correspondence will be entertained.
15. In the event of a draw (same number of successful contest entries), the Prize will be shared equally between the Winners of the prize category.

16. The Organiser shall announce the Winners of the Contest *via* Geneco's Facebook post by 9 April 2021. The Organiser reserves the sole and exclusive discretion to post the Winners' names and results on Geneco's Facebook Post.
17. The five (5) winners of the Contest will be each entitled to Prize voucher in clause 12 from the Dairy Farm Group Singapore, which may be spent at any outlet of Cold Storage, Marketplace, Jasons, Giant, 7-Eleven and Guardian (the "**Prize**"). Please note that the vouchers will only be sent to the five (5) winners of the Contest *via* ordinary post to their residential addresses of their electricity plan account with Geneco, in the month of March 2021. All applicable taxes, fees and surcharges and/or foreign duties (if applicable) on the Prizes remain the sole responsibility of the winner.
18. The Prize is non-transferable and cannot be exchanged for cash, any other forms of credit, and/or any other goods or services, and is subject to such other terms and conditions as may be imposed by the Organiser.

**F. *Disclaimer***

19. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Contest, in particular those relating to the Prizes, are the property of their respective owners. The Organiser is not and does not provide any endorsements or sponsorships to their products and/or services. The trademark, logo, graphic symbols of the Organiser and its affiliates (i.e. Seraya Energy Pte Ltd, YTL PowerSeraya Pte Limited or PetroSeraya Pte Ltd) are and remain their intellectual property.
20. Should any of the Terms and Conditions stated herein be held illegal or unenforceable, such term or provision shall be deemed to be deleted from the Terms and Conditions of the Contest. The rest of the Terms and Conditions shall remain in full force and effect. Failure by the Organiser to exercise any of its rights as stated in the Terms and Conditions herein does not and should not constitute a waiver of those rights.
21. Should there be any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with this Contest, these Terms and Conditions shall prevail.
22. A person who is not a party to any agreement governed by these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any terms of such agreement.

**G. *Use of information and publicity***

23. By entering this Contest, Participants are deemed to have provided consent to the Organiser and its affiliates, pursuant to the Personal Data Protection Act 2012, for the collection, storage, use and disclosure of their personal data for the purposes of administering and assessing this Contest.

**H. *Limitations and Indemnity***

24. Participants shall assume all risk in respect of loss, injury, damage or liability which may arise as a result of or in connection with the Participant's participation in the Contest.
25. Save for in the case of death or personal injury caused by negligence, the Organiser shall not be responsible or held liable for any losses, damages or injuries of any kind resulting from the Participants' participating in the Contest. All Participants shall defend and be solely liable for, fully indemnify and hold the Organiser (and its affiliates), its employees and agents, to the maximum extent permitted under the law, harmless from all liabilities, damages, losses, costs (including legal costs on an indemnity basis and/or solicitor-client fees as taxed by the Court) and expenses of any nature arising from any claims, demands, actions, proceedings, recoveries, judgment or execution which Geneco (and its affiliates), officers, employees or agents may suffer or incur by, from or in connection with the Participant's participation in the Contest.

***I. Governing Law and Jurisdiction***

26. The Contest and the Terms and Conditions associated therewith shall be governed by Singapore law. By participating in the Contest, each Participant agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore insofar as the subject relates to the Contest and Terms and Conditions associated therewith.