

Terms and conditions

Eligibility

- 1. This preorder is open to all citizens residing in Singapore, holding a valid Singapore National Registration Identity Card or Foreign Identification Number only.
- 2. Participants of this preorder must be a valid Link Member.
- 3. Participants of this preorder must not have purchased any PlayStation 5 consoles from Toy Or Game prior.
- 4. Mobile number and email address entered in this preorder must match your Link account. Any unmatched entries will be disqualified. <u>Update your Link membership profile here.</u>

How to participate in the preorder

- 1. Simply register with the mobile number and email address associated with your Link account to be eligible for a preorder slot.
- 2. Slots are allocated based on a first come first served basis.
- 3. By supplying the above information, the participant guarantees that he/she freely enters/participates in the preorder. He/she also guarantees that he/she is not contractually prohibited by any person.
- 4. The information given by the participant will only be used by NTUC Link for the activities of this promotion.
- 5. NTUC Link is not responsible for late, lost, illegible or incomplete entries.
- 6.NTUC Link does not warrant uninterrupted access to entries by reason of, technical malfunction, misdirected transmissions or failures, Internet access problems, etc.
- 7. By submitting an entry, you hereby:
 - a.agree to grant and authorise NTUC Link, without compensation, gain or rewards, a nonexclusive and irrevocable license to use, republish, edit and/or modify the entry, in whole or in part, throughout the world, in perpetuity and in any and all media; and
 - b. represent and warrant that all elements contained in the entry are original to you or fully cleared for us as contemplated herein, and shall not require NTUC Link to pay or incur any sums to any person or entity as a result of NTUC Link's use or exploitation of the same.
- 8. You shall indemnify and hold harmless NTUC Link and its affiliates from and against any claim, action, damage, loss, costs and expenses (including legal fees and professional fees) arising from or in connection with any breach of the foregoing.

Collection

- 1. Selected entries will be notified via email within 14 working days, after the registration closes.
- 2. Only selected entries will be contacted. If you have not received a response, it means that you've not been selected for this round of preorder.
- 3. Toy or Game will be in touch for more details on payment and collection.
- 4. NTUC Link's decision on selection is final and binding on all Participants.
- 5. No correspondence, appeals, enquiries on the subject, whether verbal or written, shall be entertained.
- 6.NTUC Link shall not be responsible for undelivered or unreadable materials submitted or for any computer malfunction in connection with any download or submission.
- 7. Slots are strictly not transferable or exchangeable in any other forms subject to such terms and conditions which the NTUC Link may in its sole discretion impose.
- 8.NTUC Link accepts no responsibility and will not be liable for any loss, injury or expense resulting from the participation of the preorder.

Linkpoints

1. Linkpoints issuance & redemption is not applicable for pre-orders (unless upon collection), online prepaid cards, digital content and game consoles.

Disqualification

- 1.NTUC Link reserves the right to disqualify and/or exclude Participant and/or revoke the slot if:
 - a. The Participant is ineligible or does not meet any of the eligibility criteria set out aforementioned; or
 - b. The Participant breaches the Terms and Conditions or other rules and regulations of the preorder or violated any applicable laws or regulations; or
 - c.NTUC Link's sole determination believes that the Participant has attempted to undermine the operation of the preorder by fraud, cheating or deception.

Liabilities

- 1. Each Participant acknowledges and agrees that NTUC Link, its affiliates, advertising, creative and promotion agencies make no representations regarding the quality, merchantability, fitness for a particular purpose or any other implied terms and conditions in relation to the PlayStation 5 and shall not be liable in any manner whatsoever for the following:
 - a. any cost or expense incurred by participants for taking part in this preorder or in the collection of the PlayStation 5 by selected members;
 - b. any consequences, including but not limited to, any claim, loss of life, injury, defect or damage, that arises out of or in connection with the preorder or use of the PlayStation 5;
 c. intervention by unauthorised parties during the preorder period;
 - d.electronic or human errors in the administration of the preorder and processing of entries (including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or any problems or technical malfunction of 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); and
 - e.any lost or unsuccessful attempts to contact and notify any selected entries.

Personal Data

- 1. All information, including personal data ("Information") submitted or known to NTUC Link and/or its affiliates in connection with this preorder will only be used for the purposes set out herein and be treated in accordance with these Terms and Conditions and those stipulated in the Privacy Policy of NTUC Link at https://plus.com.sg/legal/privacy-policy ("Privacy Policy").
- 2. By submitting a preorder entry, you agree to grant and authorise NTUC Link the right to collect, use, process and disclose your name, contact infrastructure and other personal data, without remuneration or compensation, for the purposes of:
 - a.the conduct and administration in relation to the preorder (including without limitation to collection of the PlayStation 5 consoles by the selected members);
 - b. for any and all purposes set out in the Privacy Policy.

3. By submitting a preorder entry, you acknowledge that in respect of any Information you provided:

- a. you are authorised to disclose such Information; and
- b.such disclosure complies with the applicable laws and regulations on privacy, and NTUC Link together with its affiliates, have the right to use such Information for the purposes set out above.
- c.you shall hold NTUC Link and all of its officers, directors and employees free and harmless from any liability arising from claims or suits of third parties, including costs and expenses incidental thereto, in connection with its use of the Information.
- d. Acceptance of the slot shall constitute consent on the participant's part to allow the use by NTUC Link of their name, image, voice, likeliness and/or the fact that selected members have been selected for editorial, advertising, promotional, marketing and/or other purposes without further notification, remuneration or compensation to the participant. Participants agree to cooperate with and participate in any and all activities organised by NTUC Link for these purposes.
- e.NTUC Link reserves the right to use the names, pictures, photographs or likeness of any participants in their marketing, publicity or promotional materials at their sole discretion without notice to the participant or require any participant to appear in any form of marketing, publicity or promotional activities.

Miscellaneous

- 1.NTUC Link reserves the right to cancel, suspend or amend the preorder (in whole or in part) and/or any of these Terms and Conditions at any time without prior notice and without any liability to you.
- 2. Any cancellation, suspension or changes to the preorder and/or these Terms and Conditions will be posted on the Site.
- 3. In the event of disputes regarding the preorder or these Terms and Conditions, NTUC Link shall have the right to make the final decision.
- 4. The decision of NTUC Link on all matters relating to the preorder is final, conclusive and binding.
- 5. In the event of any inconsistency between these Terms and Conditions and any brochures, marketing or promotional materials relating to this preorder, these Terms and Conditions shall prevail.
- 6. A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce these Terms and Conditions.
- 7. The Terms and Conditions of this preorder shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 8. All participants shall irrevocably submit to the exclusive jurisdiction of the courts of Singapore.