

1 Background

- 1.1 This silent auction (the “**Auction**”) is conducted in connection with AIA Fan Zone at OCBC Square from 19-21 July 2019 (the “**Event**”) and shall be governed by the following terms and conditions (the “**Terms**”). By placing a bid in the Auction, bidders agree to be bound by these Terms.
- 1.2 The organiser of this Auction is AIA Singapore Private Limited and its appointed events company, Lagardere Sports Asia (the “**Organiser**”).
- 1.3 This Auction is open to all Singapore Citizens, Permanent Residents, Employment Pass and Work Permit holders aged 21 and above, excluding any employees of the Organiser involved in the administration of the Auction.
- 1.4 All proceeds of this Auction will be donated to Children’s Wishing Well, a non-profit organisation and registered charity in Singapore that provides a broad range of services for children and youth from low-income families nationwide, and is the adopted charity of the Organiser.

2 How to Bid

- 2.1 To submit a bid for the autographed Tottenham Hotspur memorabilia, which consists of ONE (1) AIA Centennial Warm Up shirt and FIVE (5) Tottenham Hotspur 2019/2020 Home Shirts (“**Items**”), bidders must complete the official auction slip provided and place it in the collection box located at the AIA Fan Zone (a “**Bid**”). Bids may be submitted from 19 July 2019 to 21 July 2019, unless otherwise indicated, during the AIA Fan Zone operating hours from 3pm to 8pm (the “**Bidding Period**”). The Organiser reserves the right to reject any incomplete Bids or Bids that were not submitted with the official auction slips.
- 2.2 Once a Bid is submitted, it is considered a final submission and may not be modified, edited or withdrawn.
- 2.3 Bidders may place multiple bids for the same Item but only the bid with the highest amount will be considered. Should there be more than one successful bid with the same amount for the AIA Centennial Warm Up Shirt, the bidder who first placed the Bid based on the date and time written on the official auction slip will be contacted.
- 2.4 As there are FIVE (5) autographed 2019/2020 Tottenham Hotspur Home Shirts, bidders who placed the top five highest bid will be contacted. If there is a repeat of a bidder’s name in the top five, only the higher or highest bid will be considered.

3 Announcement of successful bidders

- 3.1 Following conclusion of the Bidding Period, the Organiser shall contact the highest bidder for each Item via the email address included in their Bid submission by 31 July 2019.
- 3.2 In the event that equal highest Bids are submitted by more than one bidder for the same Item, the Organiser shall be entitled to conduct a ‘tie-breaker’ to select the successful Bidder, the nature of which shall be determined by the Organiser at its discretion.
- 3.3 Instructions for payment will be included in the email notification to the successful bidder. Award of each Item is conditional upon the successful bidder: (i) producing, if requested, identification documents (NRIC / passport) for verification purposes; and (ii) paying their Bid amount in full.
- 3.4 The Items will only be delivered to the successful bidder after the bid amount has been successfully transferred to Children’s Wishing Well.
- 3.5 In the event that a successful bidder has not paid their Bid amount within 14 days of notification by the Organiser, the Organiser reserves the right to award the Item to the second highest Bidder. Any bidder whose Item has been forfeited or withdrawn shall not be entitled to any compensation, notwithstanding any non-receipt of notification.

4. Miscellaneous

- 4.1 The award of an Item shall constitute a purchase of goods by the successful bidder from the manufacturers of the Item and the Organiser provides no warranty and assumes no liability or responsibility for any defects in the redeemed Item. The Organiser is not an agent of the manufacturer. Any dispute about the quality or performance must be resolved directly with the manufacturer. To the maximum extent permitted by law, the Organiser will not be responsible for any injuries, loss or damage suffered as a result of the redemption or usage of the Item(s).
- 4.2 Items are as stated only and shall exclude any ancillary costs associated with the collection, redemption and/or use of such Item (including, without limitation, any insurance for such Item).
- 4.3 Items may in no circumstances be resold, re-auctioned or otherwise exchanged for value by the successful bidders.
- 4.4 The Organiser's decision in respect of all matters in relation to this Auction, including but not limited to the determination of the highest Bidders and the operation of any tiebreaker, will be final, conclusive and binding. No correspondence or claims will be entertained.
- 4.5 In the event of any inconsistency between these Terms and any marketing or promotional material relating to the Auction, these Terms shall prevail.
- 4.6 Any personal data submitted by the participants in bidding in the Auction and/or accepting any Item will be collected and used solely by Organiser for the specific purpose of the administration of the Auction in accordance with current Singapore data protection laws and will not be disclosed to a third party or used for other purposes without the bidders' prior consent, save to the extent set out in these Terms and/or as necessary for the arrangement and *administration of the Auction*. By submitting personal data in their Bid, bidders consent to such use of their personal data.
- 4.7 The failure or forbearance of the Organiser to enforce at any time any provision under these Terms shall not be deemed to be a waiver or relinquishment of the right of the Organiser thereafter to enforce any such provision.
- 4.8 The Organiser reserves the right to cancel the Auction and/or amend these Terms without notice.
- 4.9 These Terms shall be governed by and construed in accordance with the laws of Singapore and the parties agree to submit to the exclusive jurisdiction of the courts of Singapore.

- END -