

## MONSTER ENERGY CONSUMER PROMOTION (NATIONWIDE)

### ENTER FOR A CHANCE TO WIN MONSTER ENERGY® GEAR

#### TERMS and CONDITIONS

##### A. ELIGIBILITY

1. This ENTER FOR A CHANCE TO WIN MONSTER ENERGY® GEAR (“Promotion”) is open to all Singapore citizens, residents, work permit holders, valid Singapore work pass holders and is valid in Singapore only, subject to paragraphs A2-A3 below.
2. Only persons aged 18 years old and above are eligible to participate in this Promotion.
3. Persons ineligible and excluded from this Promotion are: (a) Employees of Promoter and Monster Energy Singapore Pte. Ltd. (“Monster Energy Singapore”), and their advertising, fulfillment and promotion agencies; (b) Affiliates and subsidiaries and the immediate families (spouses, and parents, siblings, children and each of their spouses and household members) of each of (a); (c) Persons who are prohibited under the laws of their country of citizenship, residency or domicile to participate in any games of chance and/or skill, or this Promotion.

##### B. PROMOTION PERIOD

1. The Promotion starts from 00:00 on 1<sup>st</sup> February 2025 and ends on 23:59 on 31 March 2025 (“Promotion Period”).
2. Any entry to the Promotion (“Entry”) not received during the Promotion Period shall be automatically disqualified from the participation. Neither the Promoter nor Monster Energy Singapore is liable for any lost, delayed or misdirected Entries (as defined in paragraph C2 below).

##### C. HOW TO PARTICIPATE

1. Purchase any can of Monster Energy® products from any participating outlets in Singapore (“Participating Stores”) during the Promotion Period and stand a chance to win the Prizes ascribed in paragraph D1 of this Terms and Conditions.
2. Participants are entitled to one (1) Entry for every purchase of one (1) can of Monster Energy® product in a single receipt (“Proof of Purchase”).
  - a. The Participating Brands are as follows:
    - Monster Energy
3. Scan the QR code and follow instructions on site to submit an entry.



4. Participants are advised to snap a photo of the Proof of Purchase and keep the original Proof of Purchase for record and/or verification purposes.
5. Phone data usage to participate in this Promotion may be subject to charges by your service provider / carrier.

6. By participating in the Promotion, the participant agrees that the Promoter may collect, and the Promoter, Monster Energy Singapore and/or their respective agents and agencies may use and disclose the participant's personal data (including images) collected or received from the participants for the purposes of administering the Promotion, including conducting background checks on the participant's identity and verifying their eligibility to participate and receive a prize. By participating in the Promotion, the participant explicitly allows the Promoter, Monster Energy Singapore, and/or their respective agents and agencies to contact the participant via the particulars provided for such purpose. The Promoter and Monster Energy Singapore values all personal information received and shall not disclose or furnish the participant's personal information to any unrelated third parties (save for their respective agents and agencies for the purposes of the Promotion or where required by law).
7. Each entry shall be subjected to verification by the Promoter and/or its representatives. In the event that details are invalid as determined by the Promoter's sole discretion, the entry will be disqualified.
8. You are entitled to one entry for each unique Proof of Purchase.

#### D. PRIZES

1. There are a total of eighty (80) prizes ("Prize(s)") to be won in the lucky draw, comprising of the following:
  - a. **Grand Prize:** twenty (20) winners x 1 Monster Energy® Duffle Bag
  - b. **1st Prize:** sixty (60) winners x 1 Monster Energy® Cap
2. The total number and type of Prizes that will be awarded in this Promotion will not exceed those as stated in paragraph D1. In participating in this Promotion, the participant acknowledges and agrees that in no event will more than the stated number of Prizes will be awarded.
3. The draw of Prize winners will take place on 5<sup>th</sup> April 2025 at 2:00 PM at the Promoter's registered business address.
4. Multiple entries are permitted. One person is limited to win only one (1) Prize from the Promotion.
5. Winners will be notified by phone. A notification letter shall be posted to the stated address of the winners, specifying the details of how to claim the Prizes. Winners MUST submit the Proof of Purchase for the Prize collection.
6. Prizes are available on an as-is basis and are not transferable, exchangeable or converted to monetary value. The Promoter reserves the right not to award any Prizes or any alternative prizes of equal or greater value, for any reason whatsoever to any person who fails to meet any stipulated requirement in order to claim the Prize.
7. The Promoter reserves the right to substitute any winner subsequently found to be disqualified, for any reason whatsoever, with an alternative winner.
8. The Promoter reserves the right to, at any time and in its sole and absolute discretion, replace and/or substitute any of the Prize(s) with any other item of a similar value.
9. Unless otherwise specified, all Prizes MUST be claimed by 30<sup>th</sup> April 2025. Prizes not claimed by any of the winners within the stipulated date will be forfeited without further notice and without any liability to, or any obligation to compensate, that winner.
10. Prizes are subject to the terms and conditions of the respective sponsors, if any. The Promoter is not liable for these conditions and the use of Prizes.
11. The Promoter, Monster Energy Singapore and their affiliates, subsidiaries and related companies shall not be liable for any costs relating to the Prizes and the issuance and/or maintenance thereof, including but not related to product warranties and any applicable taxes. Prizes will be awarded only in Singapore.

## E. VERIFICATION

1. Entries submitted are subject to verification. Any entry that is illegible, mutilated, altered, duplicated, tampered with, not obtained legitimately, contains printing, typographical, mechanical or other errors or the printing is unclear or does not contain information or Proof of Purchase required in the participating form is invalid.
2. All entries (including the Proofs of Purchase) submitted shall be the property of the Promoter and will not be returned.
3. The Promoter's decision on all matters relating to the Promotion is final, conclusive and binding. No correspondence will be entertained.

## F. OTHER CONDITIONS:

1. All promotional materials, including details on Promotion participation and Prizes form part of these Terms and Conditions. In the event of any inconsistency between these Terms and Conditions with any advertising, promotional or publicity materials in relation to or in connection with the Promotion, these Terms and Conditions shall prevail.
2. The Promoter and/or Monster Energy Singapore, is not and shall not be held responsible for any delay, error or any other problems in the operation of the Promotion caused by or arising from breakdown, technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, computer equipment, software, failure of e-mail on account of technical problems and/or traffic congestion on the Internet and/or at any web site or the telecommunication service or a combination thereof, including injury or damage to any participants or to any other person's computer or mobile phone related to and/or resulting from participating or downloading materials in or in connection with the Promotion.
3. In no event will the Promoter and/or Monster Energy Singapore and their respective parents, affiliates, subsidiaries and related companies, their respective advertising or promotion agencies or their respective officers, directors, employees, members, shareholders, attorneys, representatives and agents (collectively, "Affiliates"), be responsible or liable for any damages or losses of any kind, including but not limited to direct, indirect, incidental, consequential, special or punitive damages arising out of any participant's acceptance of the Prizes (if selected as winner), or their entry into the Promotion. By entering into the Promotion, participants hereby release and agree to hold harmless Monster Energy Singapore, the Promoter, and their Affiliates from and against any and all rights, demands, claims, causes of action, losses, damages, costs and expenses whatsoever that they may have, or which may arise, whether in whole or in part, and whether directly or indirectly.
4. The Promoter and/or Monster Energy Singapore and their Affiliates make no warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability or fitness for a particular purpose of any of the Prizes. Without limiting the generality of the foregoing or anything in these Terms and Conditions, the Promoter and/or Monster Energy Singapore and their Affiliates are not liable for any defect in the Prizes. For the avoidance of doubt, no provision in these Terms and Conditions shall be construed as limiting the liability of any party for death or personal injury caused by such party's negligence or any liability which cannot be excluded under the laws of Singapore.
5. Notwithstanding any of the foregoing, the Promoter reserves the right to amend, add, replace, vary and/or modify these Terms and Conditions, or terminate the Promotion at its sole discretion, without giving prior notice, if it becomes unable to fully perform its obligations hereunder owing directly or indirectly to forces beyond its control, including, without limitation, strikes, accidents, riots, acts of war or terrorism, epidemics, pandemics (including the Covid-19 pandemic), quarantines, civil commotion, loss or malfunction of utilities or communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations. Entry into this Promotion confirms acceptance of these Terms and Conditions and any amendments, additions, replacements, variations and modifications hereto, which shall be final and binding in all respects.
6. Except as provided for in these Terms and Conditions, a person who is not a party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Right of Third Parties) Act (Cap.53B), or any amendment thereto, to enforce any term of such agreement.
7. This Promotion and the Terms and Conditions shall be governed by the laws of Singapore. In the event that any dispute shall arise as to any matter arising out of or in connection with this Promotion and/or Terms and

Conditions (including any question regarding its existence or validity), parties agree to first attempt to settle such dispute by negotiations and/or mediation. Parties agree to participate in such negotiations and/or mediation in good faith and undertake to abide by the terms of any settlement reached therefrom. In the event that parties shall fail to settle such dispute by mediation within sixty (60) days from the date such dispute arose, the dispute shall be referred for final resolution 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.

8. The "Promoter" is Momentum Pte Ltd, 4010 Ang Mo Kio Ave 10, #06-04 TECHPLACE 1, Singapore 569626.
9. For details, logon to <https://www.monsterenergypromo.com> or call 62917611 (Monday – Friday, between 9:00 am and 5:30 pm, excluding public holidays). All calls to this number from your mobile phone may be subject to airtime charges by your service provider.