ION ORCHARD Exclusive Tourist Offer for American Express Card Members 8 February 2024 – 31 March 2025

Terms and Conditions

 For the purposes of this Terms and Conditions, "American Express Card Members" shall refer to shoppers of ION Orchard who transacted with valid non-Singapore American Express Card, except for such members who are (a) employees and staff of Orchard Turn Developments Pte Ltd and their immediate families (ie. parents, siblings, spouses and children), and (b) employees and staff of tenants of ION Orchard.

2. Exclusive Tourist Offer for American Express Card Members from now till 31 December 2023

- (i) First 200 American Express Card Members monthly with \$300 same-day spend at ION Orchard will receive 75 ION⁺ Points (worth \$30 e-vouchers).
- (ii) First 100 American Express Card Members monthly with \$750 same-day spend at ION Orchard will receive 250 ION⁺ Points (worth \$100 e-vouchers).

The following terms and conditions shall apply:

- 2.1 This promotion is open to **American Express Card Members** only, of nationality other than Singaporean and of a minimum age of 18 years old.
- 2.2 Offer is valid only when payment is made with an American Express Card issued by American Express International Inc. outside of Singapore only, excluding American Express Corporate Cards and American Express Cards issued by DBS Bank Limited and United Overseas Bank Limited. Offer is applicable to both basic and supplementary card members.
- 2.3 Each receipt submission must be a minimum spend of \$20 and same-day receipts can be combined to meet the respective minimum spend criteria.
- 2.4 Limited to one redemption per tier per Card Member per day.
- 2.5 The same-day receipt(s), credit /debit card charge slip(s), and American Express Card must be presented in person by the owner of the Credit Card on the day of purchase at any ION Orchard Concierge Counter from 10am to 10pm daily, for the redemption of the qualifying promotion.
- 2.6 All purchases must be made at participating *Easy Earn* stores in ION Orchard only.
- 2.7 Promotion is on a first-come, first-served on date of purchase, while stocks last. It is not exchangeable for any other shopping vouchers, gifts nor ION⁺ Points.
- 2.8 There will be no roll-over of the monthly ION⁺ Points if they are not fully redeemed for the month.
- 2.9 Applicable to American Express Cards issued by American Express International Inc. outside of Singapore only.
- 2.10 American Express Card Members must sign-up as a *ION*⁺ *Rewards Tourist member* to qualify for this promotion.
- 2.11 Only full payment of original receipt(s) and credit card charge(s) will be accepted.
- 2.12 Receipt(s) from bill payments, money changer transactions, Singapore Airlines Service Centre, The Oaks Cellar, deposit placements, advance order placements and instalment payments with the store will not be accepted.

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- 2.13 The criteria for qualifying purchases and earning of ION⁺ Points shall be determined by ION Orchard at ION Orchard's sole discretion and may vary between participating stores.
- 2.14 ION Orchard may cancel and/or delete and/or otherwise deduct the ION⁺ Points that have already be credited into your membership account in ION Orchard's absolute discretion.
- 2.15 ION⁺ Points earned from this promotion must be converted to e-CapitaVouchers by linking with the CapitaStar app to utilize the e-vouchers.
- 2.16 ION⁺ Points will not be awarded until the submitted receipt(s) are determined to be valid. ION Orchard may reject any receipt as invalid at its sole and absolute discretion, and such determination shall be final and conclusive.
- 2.17 The <u>ION⁺ Rewards Terms and Conditions</u> apply, including the expiry of ION⁺ Points earned in conjunction with this promotion.
- 2.18 The ION⁺ Points and e-voucher is not exchangeable for cash and is subject to the relevant terms and conditions governing the use of the voucher.
- 2.19 Merchant's Terms and Conditions apply. American Express acts solely as a payment provider and is not responsible or liable in the event such services, activities or benefits are not provided or fulfilled by the Merchant. Merchant is solely responsible for the fulfilment of Offer and all relevant privileges.
- 2.20 ION Orchard and its partner(s) reserve the right to vary or amend the promotion and/or any of the terms and conditions herein at their sole and absolute discretion and without prior notice or any liability to any party.
- 2.21 ION Orchard does not make any warranty or representation in relation to any products or services offered in this promotion or redeemed by e-vouchers and shall not accept any liability in respect of the same.
- 2.22 The participant of this promotion warrants that his personal data submitted to ION Orchard are true and correct. By participating in the promotion, the participant and any party acting on his behalf agrees and consents to ION Orchard collecting, retaining, disclosing, processing and/or using at its discretion, without any notification or compensation to the participant, any of his name, address, contact number, email address and other personal data for the purposes of this promotion and, where the participate consents, for communication (whether in relation to this promotion or other events, activities or promotions), promotional, advertising, marketing or publicity purposes.
- 2.23 ION Orchard may at its sole and absolute discretion amend, revise, vary or supplement any of the promotions and terms and conditions herein at any time without any liability to any party, without prior notice. Other terms and conditions of ION Orchard and its tenants or stores apply. Information stated is correct at the time of print.
- 2.24 The participant agrees that ION Orchard, its affiliates, subsidiaries, agents and respective officers and employees shall not be liable for any actions, claims, demands, injuries, proceedings, liability, losses, damages, costs and expenses of any nature sustained by the participant directly or indirectly by reason of or in connection with this promotion. The Member will indemnify and keep fully indemnified ION Orchard and its officers, servants, agents and employees ("the Indemnified Parties") against any and all loss, damage, liability, claims, expenses and costs (including legal costs on a full indemnity basis) suffered and/or incurred by

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any of the Indemnified Parties as a result of the breach of any of the terms and conditions herein by the participant.

- 2.25 For the purposes of these terms and conditions, "ION Orchard" may refer to Orchard Turn Retail Investment Pte Ltd, Orchard Turn Developments Pte Ltd and/or ION Orchard Mall, as the case may be.
- 2.26 The terms and conditions herein shall be governed by the laws of Singapore and the participant in this promotion irrevocably submits to the jurisdiction of the Singapore courts.
- 2.27 A party who is not a participant of this promotion shall have no rights under the Contracts (Rights of Third Parties) Act (Cap 53) and may not enforce any provision of these terms and conditions.