

# **Terms and Conditions**

#### A. ELIGIBILITY AND MEMBERSHIP

1. All HomeTeamNS Members, as determined by us in our sole discretion, may participate in the HomeTeamNS Rewards+ Programme by downloading and logging onto the Mobile Application, or by such other means as determined by us from time to time in our sole discretion.

2. Upon the termination or suspension of a Principal Member's membership for any reason whatsoever, the Principal Member and the Family Member(s) of the aforementioned Principal Member will not be able to participate in the HomeTeamNS Rewards+ Programme and all unutilized +HPoints of the Principal Member and the Family Member(s) of the aforementioned Principal Member shall be forfeited and/or invalidated, as determined by us in our sole discretion.

3. In the event of termination or suspension of any Family Member's membership for any reason whatsoever, such Family Member will not be able to participate in the HomeTeamNS Rewards+ Programme and all unutilized +HPoints of the Family Member(s) shall be forfeited and/or invalidated, as determined by us in our sole discretion. For the avoidance of doubt, the Principal Member's participation in the HomeTeamNS Rewards+ Programme will not be affected.

4. Notwithstanding anything stated herein, we have the absolute discretion to determine which account is eligible for participation in the HomeTeamNS Rewards+ Programme and shall be entitled to exclude any HomeTeamNS Member from the HomeTeamNS Rewards+ Programme without ascribing any reasons thereof.

5. By downloading and logging onto the Mobile Application, you shall be deemed to have read, understood, and accepted these Terms and Conditions. These Terms and Conditions shall also apply in relation to any Personal Data provided by you to us in connection with the HomeTeamNS Rewards+ Programme.

6. As a condition of your participation in the HomeTeamNS Rewards+ Programme, you are required to provide us with current, accurate, truthful and complete information about yourself during the registration process and to keep your records with us current and up-to-date. You agree that you shall be solely responsible for all consequences of providing any inaccurate, incomplete and/or insufficient information. In the event that we determine or have reason to believe that the information which you have provided to us is not current, is inaccurate, or is incomplete in any way or that you have provided us with false or misleading registration information, we reserve the right to either suspend or terminate your Membership.

7. We may amend these Terms and Conditions from time to time in our sole discretion upon posting the amended version on the Programme Website and the Mobile Application. By your continued participation in the HomeTeamNS Rewards+ Programme, you agree to be bound by these Terms and Conditions as amended from time to time.

#### B. +HPOINTS ACCRUALS

- 1. +HPoints can be earned by you in accordance with these Terms and Conditions when you:
  - a. make membership applications and renewals on the mobile app; or
  - b. make a booking of any HomeTeamNS Facility

To be eligible to earn +HPoints, you must:

- a. (where you have made an online purchase) complete the purchase through the Mobile Application, the Programme Website, the self-help kiosks at HomeTeamNS Clubhouses or by such other means as determined by us from time to time in our sole discretion.
- b. (where you have made an online booking) complete the booking of any HomeTeamNS Facility through the Mobile Application, the Programme Website, the self-help kiosks at HomeTeamNS Clubhouses or by such other means as determined by us from time to time in our sole discretion; or

For the +HPoints to be credited to your Account, you will need to log into your Account before submitting your Receipt and/or completing the purchase and/or booking.

3. The criteria for qualifying purchases and facility bookings, and the +HPoints earn rate for qualifying purchases and facility bookings shall be determined by us at our sole discretion.

4. +HPoints will only be credited into your Account after:

b. in the case of any online purchases, the completion of the purchase in accordance with Clause B2(a)

c. in the case of any facility bookings, the completion of the facility booking in accordance with Clause B2(b);

5. We may reject any Receipt and/or purchase and/or booking and/or registration/enrolment as being invalid at our sole discretion, and any such decisions by us shall be considered final, conclusive and binding upon you. No +HPoints will be credited in respect of any transaction where:

- a. you have requested to return any goods; and/or
- b. you have sought a refund of the listed price of any goods and/or services; and/or
- c. any facility bookings have been cancelled by you or by us; and/or

6. We may cancel and/or delete and/or otherwise deduct +HPoints that have already been credited into your Account in our absolute discretion.

7. We may delay crediting +HPoints into your Account until we have verified to our satisfaction that +HPoints were not credited into your Account in breach of any of these Terms and Conditions.

8. +HPoints accrued in your Account remain our property. +HPoints do not entitle a member to a vested right or interest and have no cash value. +HPoints are not redeemable for cash. The sale, auction (including online auction), barter or assignment of any accumulated +HPoints is strictly prohibited, and any +HPoints which we deem in our sole discretion to have been sold, auctioned, bartered or assigned in violation of these Terms and Conditions may be confiscated and/or cancelled.

9. +HPoints in your Account are voided upon cancellation or termination of your Membership, howsoever caused. For the avoidance of doubt, you shall not be entitled to any compensation in respect of any +HPoints which are voided.

10. You may check the number of +HPoints that you have via the Mobile Application or via such other means as determined by us from time to time in our sole discretion.

## C. +HPOINTS VALIDITY PERIOD

1. +HPoints credited to your Account in a certain month of a calendar year will expire one calendar year from the last day of that month. Please refer to the table below for further illustration:

Period Earned	Expiry Date
1 January 2023 - 31 January 2023	31 January 2024
1 February 2023 – 28 February 2023	29 February 2024
1 March 2023 – 31 March 2023	31 March 2024
1 April 2023 – 30 April 2023	30 April 2024
1 May 2023 – 31 May 2023	31 May 2024
1 June 2023 – 30 June 2023	30 June 2024
1 July 2023 – 31 July 2023	31 July 2024
1 August 2023 – 31 August 2023	31 August 2024
1 September 2023 – 30 September 2023	30 September 2024
1 October 2023 – 31 October 2023	31 October 2024
1 November 2023 – 30 November 2023	30 November 2024
1 December 2023 – 31 December 2023	31 December 2024

2. We may from time to time, amend the validity period of the +HPoints.

3. Notwithstanding Clause C1, the HomeTeamNS Rewards+ Programme and +HPoints will only be valid during the membership validity period.

#### D. DISCRETION

1. Notwithstanding and without prejudice to the other terms of these Terms and Conditions, we are entitled at any time in our absolute discretion without liability to you, without notice and without giving any reason, to:

a. suspend or terminate your Membership entirely whether or not you are in default of these Terms and Conditions; and/or

b. impose restrictions on the payment method accepted for the purchase or redemption of vouchers or benefits under the HomeTeamNS Rewards+ Programme; and/or

c. refuse to allow you to participate in the HomeTeamNS Rewards+ Programme; and/or

d. introduce, amend, restrict, suspend, or terminate all or any of the benefits, services, facilities, and privileges in respect of or in connection with your Membership.

#### E. REDEMPTION

1. You would need to log into your Account via the Mobile Application or by such other means as determined by us from time to time in our sole discretion for any Redemption. All Redemptions shall be in accordance with these Terms and Conditions.

2. The list of Rewards, Prizes and the number of +HPoints required for the Redemption shall be determined by us. For the avoidance of doubt, we may from time to time amend the number of +HPoints required for Redemption without prior notice to you.

3. Rewards and/or Prizes are offered subject to their availability and we are entitled to substitute the Rewards and/or Prizes for another of a similar value.

4. To the maximum extent permitted under applicable law, we do not make any warranty or representation on any product or service offered as Rewards and/or Prizes and do not accept any liability in respect of any such Rewards and/or Prizes.

5. Any dispute arising from or relating to the Redemption shall be settled between you and the supplier of the Rewards and/or Prizes. We shall not be liable for any claim arising from or relating to the Rewards and/or Prizes and/or the Redemption process.

6. After Redemption, the Rewards and/or Prizes may not be exchanged for cash and/or +HPoints and/or any other Reward, Prize or item. Refunds for and/or replacements of Rewards and/or Prizes will not be entertained.

7. Rewards and/or Prizes in the form of vouchers, certificates or tickets will not be accepted for use if any of these have been defaced, torn and/or damaged.

8. Rewards and/or Prizes must be used within the specified expiry date (if any), failing which the voucher, certificate or ticket shall be null and void and shall not be extended or replaced by us.

9. All questions or disputes regarding the HomeTeamNS Rewards+ Programme, the +HPoints and the Redemption will be resolved by us at our sole discretion and our decision in this respect shall be final and binding on you.

10. You assume all risk and liability for loss, damage or injury to any person or property arising from your participation in the HomeTeamNS Rewards+ Programme. To the extent permitted by law, we disclaim any liability whatsoever arising from or relating to your participation in the HomeTeamNS Rewards+ Programme.

11. You shall indemnify and hold us, the Participating Merchants, HomeTeamNS Partners and the third party operators, service providers or suppliers providing the Rewards and/or Prizes harmless from and against any and all claims, proceedings, loss, damage, costs and expenses (including legal costs on

an indemnity basis) incurred, suffered or sustained by us, the Participating Merchants, HomeTeamNS Partners and the third party operators, service providers or suppliers providing the Rewards and/or Prizes directly or indirectly arising from or relating to your participation in the HomeTeamNS Rewards+ Programme, the Redemption, the use, misuse or abuse of the +HPoints, and/or the breach by you of these Terms and Conditions.

## F. CHANGE OF PERSONAL PARTICULARS

1. You must promptly update us of any change in your personal particulars (including but not limited to a change in your electronic mail address, address for correspondence and contact numbers) via the HomeTeamNS Mobile Application or via such other means as determined by us from time to time in our sole discretion.

#### G. TERMINATION OF HOMETEAMNS REWARDS+

1. We may at our absolute and sole discretion, without prior notice to you, suspend or terminate the HomeTeamNS Rewards+ Programme for any reason whatsoever as we deem fit.

#### H. PERSONAL DATA

1. By participating in the HomeTeamNS Rewards+ Programme, you confirm that:

a. the information provided by you is true and correct;

b. we can collect, use and disclose your Personal Data for the purposes set out in our HomeTeamNS Data Protection Policy (www.hometeamns.sg/pdpa) relating to membership / interest group / events / use of services and facilities (as may be applicable), for and in connection with the HomeTeamNS Rewards+ Programme and for our general business purposes, as amended from time to time; and

c. where Personal Data of any third party is provided by you, you have obtained the consent of the third party to our collection, use and disclosure of the Personal Data.

By continuing to participate in the HomeTeamNS Rewards+ Programme, you are deemed to have read, understood and accepted the terms of our HomeTeamNS Data Protection Policy.

2. If you wish to withdraw your consent to any use of your Personal Data, or if you have any questions or complaints relating to your Personal Data, or if you would like to obtain access and make corrections to your Personal Data records, please contact our designated Data Protection Officer via electronic mail at <u>dpo@hometeamns.sg</u>.

3. You acknowledge that if you choose to withdraw your consent for the collection, use, disclosure and/or processing of your Personal Data for the HomeTeamNS Rewards+ Programme, you may not be able to participate in the HomeTeamNS Rewards+ Programme. In such an event, we shall have the right to terminate your Membership and Account. Such right shall be without prejudice to our rights and remedies against you in respect of any loss or damages arising from or in connection with such termination.

#### I. EXCLUSION OF LIABILITY

1. Notwithstanding any other terms or conditions in these Terms and Conditions, we shall not be liable to you for any loss, damage, inconvenience, moral distress, cost and expense of any nature (including, without limitation for any act, omission, neglect or wilful default on the part of our agents, contractors, correspondents and/or their respective officers and employees) which in any way may be suffered or incurred by you or by any other person in respect of or in connection with the HomeTeamNS

#### This document is updated as of 29-Dec-22

Rewards+ Programme, including without limitation, your Account, Membership, Rewards or Redemption and/or in connection with the collection, use, disclosure and/or processing of your Personal Data in accordance with these Terms and Conditions. You will release and discharge us from all claims in relation to the aforesaid loss, damage, inconvenience, embarrassment, cost and/or expense.

2. Without prejudice to the generality of the foregoing and to the maximum extent permitted by applicable law, we shall also not be liable for any direct, incidental or consequential damage or loss suffered by you that may result from the collection, use, disclosure and/or processing of your Personal Data, including but not limited to any loss of, or any inability to retrieve, any Personal Data, howsoever caused, or any inaccuracy in the Personal Data presented, used or transmitted.

#### J. GENERAL

1. You shall indemnify us and keep us indemnified against any loss, damage, liability cost and expense (including legal costs and disbursements on a full indemnity basis), directly or indirectly arising from or relating to your misuse of the Membership and/or breach of any of these Terms and Conditions, including without limitation, if you commit any fraud or misrepresent any information supplied or to be supplied under these Terms and Conditions.

2. We may amend these Terms and Conditions from time to time in our sole discretion without notice to you.

3. Each of these Terms and Conditions is severable and distinct from one another and if at any time, any one or more of these Terms and Conditions or any part thereof is or becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will not thereby be affected or impaired in any way.

4. You agree to be bound by these Terms and Conditions and all other terms and conditions governing the use of such facilities, benefits or services in connection with your Membership, as the same may be amended or varied from time to time. If there is any conflict between these Terms and Conditions and any other terms and conditions, the former will prevail and apply and the latter will be deemed to be modified so far only as it is necessary to give effect to the provisions of these Terms and Conditions. Unless otherwise provided by these Terms and Conditions, nothing in these Terms and Conditions will affect the validity and enforceability of our rights or remedies under any other terms and conditions which will continue to apply.

5. The rights and remedies provided in these Terms and Conditions are cumulative and not exclusive of any other right or remedies (whether provided by law or otherwise).

6. No failure on our part to exercise and no delay on our part in exercising any right or remedy under these Terms and Conditions will operate as a waiver of such right or remedy, nor will any single or partial exercise of any right or remedy preclude any other or further exercise of such right or remedy or the exercise of any other right of remedy. Any waiver by us of our rights or remedies in respect of any terms under these Terms and Conditions or any breach of these Terms and Conditions on your part must be in writing and may be given subject to such terms and conditions as we may deem fit and is effective only in the instance and for the purpose for which it is given.

7. These Terms and Conditions are governed by and shall be construed in accordance with the laws of the Republic of Singapore. You hereby irrevocably submit to the jurisdiction of the courts of the Republic of Singapore.

8. For the avoidance of doubt, these Terms and Conditions relate solely to the HomeTeamNS Rewards+ Programme. Notwithstanding that a HomeTeamNS Platform may be able to be accessed via the Mobile Application, your use of, and access to, any such platform shall be governed by separate

terms and conditions, available at the website of such platform, which you must read carefully prior to such use and access.

#### K. DEFINITIONS AND INTERPRETATION

1. In these Terms and Conditions, the definition of terms shall be set out below, except where the context otherwise requires:

"Account" means your account maintained by us stating the number of +HPoints accumulated by you;

"Associate Member" refers to all staff who have served or are serving in any of the Home Team Agencies under the Ministry of Home Affairs and who has paid the membership fee;

"Family Member" refers to all immediate family members (i.e. spouse, parents and children only) of Ordinary Members / Associate Members and who has paid the membership fee (if any);

"Home Team Agencies" currently refers to Singapore Police Force, Internal Security Department, Singapore Civil Defence Force, Immigrations and Checkpoints Authority, Singapore Prison Service, Central Narcotics Bureau, Home Team Academy, Home Team Science and Technology Agency, Casino Regulatory Authority and Yellow Ribbon Singapore;

"HomeTeamNS Clubhouses" currently refers to the HomeTeamNS clubhouses located at Balestier, Bedok Reservoir, Bukit Batok and Khatib;

"HomeTeamNS Facilities" refers to the facilities at the HomeTeamNS Clubhouses, which are available for use by HomeTeamNS Members;

"HomeTeamNS Member" refers to the Principal Member and the Family Member;

"HomeTeamNS Partners" refers to the entities/organisations/merchants listed on the Programme Website and the Mobile Application as partners of the HomeTeamNS' Rewards+ Programme, which list shall be updated from time to time on the Programme Website and the Mobile Application;

"HomeTeamNS Platforms" currently refers to the HomeTeamNS' Facebook account, website, Telegram account and Instagram account. The list of such platforms shall be updated from time to time on the Programme Website;

"HomeTeamNS Rewards+ Programme" means the loyalty programme managed by us;

"Membership" means membership to and participation in the HomeTeamNS Rewards+ Programme;

"Mobile Application" means the mobile application(s) or part thereof created in connection with the HomeTeamNS Rewards+ Programme, as may be modified from time to time;

"Ordinary Member" refers to all NSmen who have served or are serving in the Singapore Police Force or Singapore Civil Defence Force and who has paid the membership fee;

"Participating Merchants" means the tenants within the HomeTeamNS Clubhouses that are participating in the HomeTeamNS Rewards+ Programme, as determined by us in our sole discretion and notified at the Programme Website and the Mobile Application from time to time;

"Personal Data" means data, whether true or not, about an individual who can be identified from that data or from that data and other information to which we have or are likely to have access;

"Principal Member" refers to a member who is an Ordinary Member or an Associate Member. For the avoidance of doubt, a Family Member or a Social Member is not a Principal Member;

"Prizes" means prizes in lucky draws or contests organised under the HomeTeamNS Rewards+ Programme;

"Programme Website" means the website(s) or part thereof created in connection with the HomeTeamNS Rewards+ Programme, as may be modified from time to time;

"Receipt" means receipt(s) of purchase;

"Redemption" means the redemption of +HPoints by you for Rewards and/or Prizes;

"Rewards" refers to the goods and/or services redeemable by you using your +HPoints;

"Social Member" refers to relative and/or friends of Ordinary Members / Associate Members and who has paid the membership fee;

"Terms and Conditions" means these terms and conditions governing your Membership as amended or supplemented by us from time to time;

"We", "our" and "us" refer to HomeTeamNS which will be managing the HomeTeamNS Rewards+ Programme from time to time;

"You" and "your" refer to the person who has signed up to the HomeTeamNS Rewards+ Programme; and

"+HPoints" means the points awarded under the HomeTeamNS Rewards+ Programme.

2. Unless the context otherwise requires, words importing the singular shall also include the plural and vice versa. Words denoting the masculine gender include the feminine gender and both shall include the neuter gender.

3. The headings in these Terms and Conditions are inserted for ease of references only and shall not affect the construction of these Terms and Conditions.

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