

TERMS & CONDITIONS: REDEEM FREE 5-hour ENERGY® PROMOTION ("Promotion")

GENERAL

1. The Terms and Conditions set out herein shall apply to the Promotion by 5-Hour International Corporation Private Limited ("5-hour ENERGY") relating to and/ or in connection with the brands and pack types of products manufactured and/or sold by 5-hour ENERGY

2. This Promotion is open to all Singapore citizens, permanent residents, holders of valid employment passes or work permits, with the exception of employees of 5-hour ENERGY, its affiliate companies, associated agencies, advertising agencies, dealers, distributors, vendors, participating outlets, promoters and their relatives.

3. As we do not market to children under age 12. Only persons above aged 12 years old are eligible to participate in this Promotion.

4. For the purposes of the Promotion, the "Company", "us" or "we" shall refer to 5-hour ENERGY. To the fullest extent permitted by law, the term "5-hour ENERGY" shall also include third parties (including but not limited to any agent, partner, participating establishment and/or contractor) involved in the running and/or mechanics of this Promotion.

AGREEMENT TO TERMS AND CONDITIONS

5. By participating in this Promotion, participants agree to and shall abide by, these Terms and Conditions applicable to and governing this Promotion as set out herein.

RESERVATION OF RIGHTS

6. The Company reserves the right at any time and in its absolute discretion to vary the Terms and Conditions (or any part thereof) and/or to withdraw or terminate the Promotion without prior notice or reason.

7. All decisions made by the Company in relation to the Promotion, the Terms and Conditions and any aspect thereof are final and binding and no correspondence will be entertained.

8. All Goods and Services are:

- a. subject to stock availability (up to 1st 5000 redemption);
- b. not exchangeable for cash or credit unless specifically stated;
- c. the Company reserves the right to cancel, change, substitute or remove the said Goods and Services at any time without prior notice.

PRIVACY

9. 5-hour ENERGY collects, uses and discloses participants' personal information and data in accordance with our Privacy policy at <https://5hourenergy.com.sg/others/privacy-policy/>. The Privacy and Cookie Policy may be updated from time to time and we encourage participants to check back regularly for updates to the same.

WARRANTY AND USE OF RECORDS

10. Each participant warrants that any information provided pursuant to this Promotion (including but not limited to name, identification number (partial or otherwise), contact details and number(s) and/or addresses) is true, accurate, valid and to be relied upon by the Company. Each participant shall be responsible for keeping the Company informed of any update to the information initially provided, as necessary.

11. By participating in this Promotion, the participants agree to take part in any promotional or publicity exercise as may be conducted by the Company. Any record in any medium arising out of or in connection with such promotional or publicity exercise including but not limited to the participants' performance, appearance, likeness, personal particulars, photographs, audio/visual recordings and/or written responses shall to the fullest extent permitted by law be the sole property of the Company and in any case the participants hereby irrevocably and unconditionally at no cost, grant the Company all consents and waivers necessary for the Company to make or retain such Records and use and/or publish the same in any manner as the Company shall in its sole discretion deem fit in relation to the Purpose.

12. Where permissible and to the fullest extent permitted by law, each participant expressly waives all rights which the participant may acquire or have or be entitled to under the law (and any subsequent enactment or amendments thereto) in respect of or in relation to, the Records.

LIMITATION OF LIABILITY

13. The Company accepts no responsibility and will not be liable for any loss, injury, expense, delay or irregularity ("Loss") arising out of or in connection with the Promotion.

14. In particular and without prejudice to clause 13, the Company disclaims any liability in respect of any Loss (whether suffered by the participants, their families or third parties) arising from or in connection with or as a result of:

- a. any incomplete or inaccurate or illegible information provided by the participants;
- b. any third parties' provision of goods and/or services (including but not limited to any communication, delivery or electronic messaging services); and
- c. the possession and/or use of the Goods and Services as defined hereafter

15. The Company makes no product representation or warranties, whether expressed or implied and disclaims any and all liability, as to the condition, quality, merchantability or fitness for use of 5-hour ENERGY Products and/or services pertaining and/or provided to, received and/ or purchased by the participant pursuant to the Promotion (the "Goods and Services").

PROMOTION DETAILS/ MECHANICS

16. The details of the Promotion are set out in Schedule 1.

OTHER TERMS

17. These Terms and Conditions shall be governed by Singapore law and the parties agree to submit to the jurisdiction of the courts of Singapore.

18. The Contracts (Rights of Third Parties) Act Cap.53B is hereby expressly excluded from application to these Terms and Conditions.

19. Failure to comply with any of the Terms and Conditions of this Promotion may result in the participant being disqualified from taking part in the Promotion, in which event any monies paid by such participant shall not be refunded.

20. For the avoidance of doubt, in no event whatsoever shall the participant be entitled to any refund of monies or compensation.

SCHEDULE 1

PROMOTION DETAILS

1. The Promotion will take place from 6 January 2021 to 31 March 2021 (both dates inclusive) (the "Promotion Period").

2. In view of the ongoing and changing public health situation due to COVID-19, the Promotion Period and/or mechanics may be amended by the Company from time to time in its discretion as communicated by the Company.

3. During the Promotion Period, each participant may get a free sample of 5-hour ENERGY® shot, after submitting a registration on the Promotion web link:
<https://5hourenergy.com.sg/giveaway/registration/>

4. Each participant may register for the Promotion only once and receive a maximum of one (1) Promotion Product during the Redemption Period. On while stocks last basis, limited to first 5000 redemptions

5. Each participant entering the promotion is entitled to use of one promotion code "5HE10", limited to 1 redemption per user. Promo code validity: 6 Jan – 30 Apr 2021.

REGISTRATION

6. During the Promotion Period, participants may visit the Website to register for the Promotion. The participants are to furnish the following valid information during the registration:

Registration on Website

- (a) Full Name;
- (b) Singapore registered Mobile Number; and
- (c) Email Address
- (d) Date of Birth
- (e) Mailing address

7. Each participant shall be responsible for furnishing correct and accurate details.

8. For the avoidance of doubt, by completing the registration on the Website, or by participating in the Promotion, the participant consents and agrees to the collection, use and disclosure of its personal data by the Company for the purposes of administering the Promotion and otherwise in accordance with the Company's privacy policy. For more information (including on collection, use and disclosure of such personal data), the participant may refer to the Company's privacy policy which may be found at: <https://5hourenergy.com.sg/others/privacy-policy/>.

9. Upon successful completion of the registration, the Company shall proceed to verify the registration details provided by the participant. Within approximately 7 working days, participants who have successfully registered will receive free 5-hour ENERGY® shot sent to their Mailing address.

10. The Company has the sole discretion to:

(a) void or reject any participation attempt in the Promotion which in its opinion is fraudulent, not genuine or which does not fulfill the Promotion requirements; and
(b) determine when the Promotion Product has been fully redeemed and reject any further redemptions.

11. The Company will not be responsible for any lost, late, damaged, corrupted, illegible, misdirected or incomplete confirmation of participation in the Promotion and/ or Voucher, or for any confirmation of participation in the Promotion and/ or Voucher not received due to lost, failed, delayed or interrupted communications or to other delays, or errors of any kind in the transmission.

12. Where the Promotion Products have been fully redeemed, the participant will see a prompt from the website that states that the promotion has ceased.

13. For the avoidance of doubt, the Promotion Product, regardless of its condition, quality, merchantability or fitness for use, or failure by the participant to redeem the same within the Redemption Period, is not exchangeable for cash.

14. All Promotion Products are subject to the issuing or co-ordinating organisations' terms and conditions as applicable.

15. Unless otherwise stated, the Company is under no obligation to contact the participants in relation to the Promotion or any part thereof. Should the Company choose to do so, we will make only reasonable efforts to contact the participants.