# Terms and Conditions for Lucky Big Prizes

Thank you for purchasing from the Average Tech Guy store (hereinafter referred to as "us", "we", "our")! We know it's tempting to skip these Terms, however, it is important to establish what you expect from us, and what we will need to establish from you.

#### 1. Introduction

1.1 This is a legally binding agreement ("Agreement") between us and any Carousell user who requests for to participate in our Lucky Big Prizes lucky draw ("Lucky Draw", or "Service"), you are deemed to have read, understood and agreed to our terms. If you do not agree to these terms, please do not enroll into the lucky draw. 1.2 We may amend the terms in this Agreement at any time. Such amendments shall be effective once they are posted in the description of the Carousell listing. It is your responsibility to review this Agreement regularly. Your continued use of the Service, whether or not reviewed by you, shall constitute your agreement to be bound by these terms.

### 2. Definitions

- 2.1 Working Days refer to Mondays, Tuesdays, Wednesdays, Thursdays and Fridays, with the exception of public holidays, and any other holidays designated by Government of the Republic of Singapore
- 2.2 Prize refers to the item displayed in the listing in Carousell, subject to change at any point of time.
- 2.3 Participant refers to any Carousell user who have opted in to participate in this Lucky Draw.

## 3. Mechanics

- 3.1. For every \$30 spent on any item(s) in our store, you will be entitled to one (1) chance (with each chance representing one "ticket") in the Lucky Draw.
- 3.2. Participation in the Lucky Draw is free of charge.
- 3.3. One ticket will be chosen randomly at the end of the month, and the winner who said ticket belongs to will receive the Prize at no charge.

#### 4. Restrictions on the Lucky Draw

- 4.1 All Prizes must be claimed within 5 (five) working days of being posted on the Average Tech Guys' Carousell listing. If any Participant fails to do so after this period, the prize will be considered null and void, and we reserve the rights to deal with the prize in whichever way we deem fit.
- 4.2 All Prizes come with no warranty, unless otherwise stated.
- 4.3 Prizes will be shipped by a third party courier, and we will not be liable for any lost or damaged parcel while on delivery.
- 4.4 By participating, you give us a perpetual, worldwide, royalty-free, sub-licensable license to publicly perform, display, and create derivative works of any content you have sent to us, subject to the Personal Data Protection Act 2012 of Singapore.
- 4.5 Prizes are not refundable or exchangeable for cash or kind, unless otherwise stated.
- 5. You agree that you shall indemnify and hold us, our licensors and each such party's affiliates, officers, directors, members, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs and/or regulatory action) arising out of or in connection with your use of this Service.
- 6. We make no representation, warranty or guarantee as to the reliability, timeliness, quality, suitability, availability, accuracy or completeness of the Service. We do not represent or warrant that (a) the use of the Service will be secure, uninterrupted, free of errors or other harmful components, or operate in combination with any other hardware, software, system or data, (b) will meet your requirements or expectations, (c) any stored data will be accurate or reliable, or (d) the quality of any products, services, information or other materials purchased or obtained by you through the Application will meet your requirements or expectations. The Service is provided to you strictly on an "as is" basis. All conditions, representations and warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights, are hereby excluded to the extent permissible by law.

# 7. Internet Delays

THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS INCLUDING THE DEVICE USED BY YOU OR THE THIRD PARTY PROVIDER BEING FAULTY, NOT CONNECTED, OUT OF RANGE, SWITCHED OFF OR NOT FUNCTIONING.

WE ARE NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, DAMAGES OR LOSSES RESULTING FROM SUCH PROBLEMS.

- 8. All decisions by us are deemed to be final.
- 9. Nothing contained in these Terms of Use shall be construed as creating any agency, partnership, or other form of joint enterprise with us.
- 10. If any provision of the Terms of Use is held to be invalid or unenforceable, the legality, validity and enforceability of the remaining provisions shall not be affected or impaired.
- 11. The failure of us to enforce any right or provision in the Terms of Use shall not constitute a waiver of such right or provision.