

GAIN CITY LUCKY DRAW - WIN A BYD M6

Terms & Conditions:

The following terms and conditions ("Terms and Conditions") apply to the GAIN CITY LUCKY DRAW – WIN A BYD M6 (the "Contest"), where participants stand a chance to win a BYD M6 (the "Prize Car"). The contest is organised by Gain City Best-Electric Pte Ltd (the "Organiser").

1. Eligibility

i. The contest is only open to Gain City's customers including Wholesale buyers and online purchases (with valid mobile number submitted) who spend a minimum of \$100 in a single receipt at Gain City from 23 June 2025 to 1 December 2025.

a. Participants must be Singaporeans or Singapore Permanent Residents

b. who are residing in Singapore;

c. and are aged 18 and above

d. Participants from entities such as business companies, partnership or sole proprietorship must be legally appointed/or authorised to participate in the draw. In the event of any dispute arising from the said participation, Gain City has the right to disqualify such a winner!

ii. All Gain City Best-Electric Pte Ltd and Vantage Automotive Limited ("**VAL**") employees and their immediate family members associated with this promotion are not eligible to participate in the Contest.

iii. Eligibility cut-off date for online e-commerce customers on 1 December 2025.

2. Contest Period

- The contest period is valid from 23 June 2025 to 1 December 2025, both dates inclusive (the "Contest Period").

3. Participation in the Contest

i. The participant will be entitled to 1 Lucky Draw entry for every \$100 spent in a single receipt at Gain City.

- ii. The participant may enter the contest multiple times. However, entries will only be valid and accepted when contest criteria are met in a single invoice/receipt. Accumulating invoices to meet contest criteria are not allowed. Participants are required to keep the invoice as proof of purchase.
- iii. Only purchases made during the Contest period will be accepted.
- iv. The Organiser will not be responsible for inaccurate details given by any participant.
- vi. All outstanding payments must be made in full before collection of the Prize Car.
- vii. The participant who cancels their purchase or terminates their agreement/contract on or before the drawing date will have their eligibility to the Contest entry automatically forfeited.
- viii. The Organiser reserves the right in sole discretion to disqualify all entries that do not meet the rules and regulations of the Contest. These include entries submitted with invalid or incorrect information.
- ix. Participants affirm the accuracy of all information provided at the time of Lucky Draw entry. Any misrepresentation of any fact or particulars (deemed material by Gain City) shall result in disqualification and/or the forfeiture, withholding, withdrawal or reclaiming of the prize won.
- x. Customers who register at gaincity.com/win-a-car and provide their consent will receive 10 times the chances to win. All eligible participants will receive an SMS by 4 December 2025 indicating the total number of chances they have earned.

4. Conduct of Lucky Draw and Prizes

- i. The Lucky Draw will be held at Gain City Best-Electric Pte Ltd, 8 Ang Mo Kio Industrial Park 2, Singapore 569500 on 5 December 2025 via Facebook Live.
- ii. The Organizer reserves the right, in its sole and absolute discretion to change the date, time, location and the mode of drawing of the lucky draw if deemed necessary without prior notice.
- iii. The Lucky Draw will be conducted by any one of the Organizer staff.
- iv. One (1) winner will be drawn for the One (1) Prize of winning One (1) BYD M6, and four (4) 'reserve winners' will be drawn to replace the FIRST winner drawn, in the event of any disqualification due to criteria and/or Terms & Conditions not met.
- v. The prize is subject to availability and the Organiser reserves the right, at any time in its sole and absolute discretion, to substitute, withdraw, add to or alter any of the prizes offered without prior notice.

vi. The Organiser has the right, at any time in its sole and absolute discretion to determine the eligibility of the winners shall be final, conclusive and binding. No correspondence will be entertained.

5. Winner Notification and Prize Collection

i. The winner will be notified by phone and/or email, according to the contact number and/or email address stated/or retrieved from customer's record or provided on the entry submission on the same day of the conduct of the lucky draw. The participant will not be declared winner until all verification checks have been satisfied.

ii. Participants for the contest will be contacted on the same day of the draw through the email and mobile number that participants indicated on their customer records and must satisfy all verification requirements before being declared the winner. If a participant cannot be contacted or fails to respond after 3 emails and/or phone calls made by the Organiser, this participant will be disqualified and another 'reserve' winner will be selected. Winner will receive a letter to collect their prize. The Organiser's decision on the winner is final and no correspondence will be entertained. The Organiser's decision at all stages of the Lucky Draw is final. No enquiries, appeals, verbal or written, shall be entertained. The participants shall accept and abide by any and all decisions made by the Organiser concerning, without limitation, these Terms and Conditions, the rules, procedures and regulations of the Lucky Draw, the award of prize and any other matters relating to the Lucky Draw.

iii. The prize is non-transferable and non-convertible to cash. The Organiser accepts no responsibility for any tax or other liability that may arise from the prize winning. Prize is subject to availability and the Organiser has the right to substitute any prize for a comparable prize of equal or greater value to be awarded in lieu, subject to any applicable law.

iv. The winner is to abide by the Terms & Conditions under clause 2 of Other VAL Terms & Conditions.

v. Winner is required to personally attend a prize presentation ceremony after the draw for publicity purposes. The Organiser shall have the right to request the winner to present his/her identity proof for verification purpose when such winner comes for the prize presentation.

vi. Winner is required to provide their full particulars, including their full NRIC/Passport/Identification number for the purpose of verification & audit.

vii. Winner must allow photographs taken to be published in Gain City and VAL's collateral before the prize is received.

viii. The Organiser reserves the right, in absolute discretion, to reject a prize winner if he/she is unable to fulfil the condition set out in 5.v.

ix. The Organiser is not responsible in any event that the prize associated sponsor is not able to, for whatever reason, honour the prizes, or for any rescheduling or delay attributable to the sponsor.

x. The Organiser is not an agent of the sponsor of the products and services comprising the prizes or vice versa. Any disputes should be resolved directly with VAL. Redemption and use of the prize is also subject to the Terms and Conditions of VAL.

6. Condition and further information on Prize

i. The prize of one (1) BYD M6 excludes the charges and items in clause 2 of VAL sponsorship, Terms & Conditions. The winner agrees to bear all charges in the redemption of the car as stipulated by VAL.

ii. Prize is not transferable or exchangeable and cannot be exchanged for cash or other services in cash. Gain City Best-Electric Pte Ltd. accepts no responsibility for any tax or other liability that may arise from the prize winning.

iii. The Organiser will not be liable in any manner whatsoever for any additional charges, claims, losses, damage, injury, cost or expenses in connection with and/or arising out of this contest, the redemption or use of the prize.

iv. The Organiser does not bear any responsibility for the outcome of the collection of the prize car with the prize sponsor.

v. The decision of the Organiser is final and binding in all matters relating to this contest. No correspondence will be entertained.

7. Use of Personal Information

i. By participating in this Lucky Draw, you agree that Gain City Best-Electric Pte Ltd may collect and use your personal data, as provided in the customer record, for the following purpose in accordance with the Personal Data Protection Act 2012 and our data protection policy: To administer the Lucky Draw, including contacting you for the administration of prize in relation to this Lucky Draw.

ii. You also expressly consent to Gain City disclosing the personal data provided to its official partners and sponsors, for the purpose of verifying the particulars of the winner of the contest.

iii. Gain City Best-Electric Pte Ltd will not disclose personal data for any unauthorized purpose nor sell any personal data that it collects.

8. General Terms & Conditions

- i. By participating in this Contest, the participant is deemed to have accepted and agreed to be bound by these Terms and Conditions and any other instructions that the Organiser may issue from time to time.
- ii. By participating in this Contest, the winners agree to participate in any form of publicity for this Contest. The Organiser reserves the right to photograph, video, and/or record the Contest, and publish any participants' images and details for marketing and promotional purposes relating to the publicity of the Contest and/or use in advertisements across all media, including, without limitation, in the Organiser's publications, presentations, promotional materials on their websites, in its original or edited format without having to pay any fee or compensation to the participants.
- iii. By entering the Lucky Draw, participants agree to be bound by and to comply with the Terms and Conditions. Non-compliance with or breach of any of these Terms & Conditions may disqualify a participant at any stage of the Lucky Draw, and any prize won may be forfeited, withheld, withdrawn or reclaimed.
- iv. Participants shall not, without the prior written approval of Gain City Best-Electric Pte Ltd, neither speak to the press or any other media nor give any interviews or comments relating to the Lucky Draw.
- v. The Organiser shall not be liable to any persons in the Contest for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death in respect of, in connection with and/or arising from the Contest.
- vi. The Organiser reserves the right to withdraw or cancel the Contest and to amend or change these Terms and Conditions at any time for whatever reason and without giving prior notice to the participants. The decision of the Organiser on all matters relating to or in connection with the Contest is final, and no correspondence will be entertained.
- vii. The participant shall fully indemnify and hold the Organiser harmless from and against any loss, damage, cost, liability or expense (including legal fees), whether direct or indirect, in connection with and/or arising from the Participant's breach of these Terms and Conditions.
- viii. The Organiser and/or its affiliates shall not be liable to any winner or customer for any loss, damage and/or injury whatsoever or howsoever caused as a result of the winner/customer's use and/or enjoyment of the prize.
- ix. In the event of any inconsistencies or discrepancies between the Terms and Conditions and the contents of any flyers, marketing and/or promotional materials relating to the Contest, these Terms and Conditions shall prevail.

x. The Lucky Draw Terms and Conditions shall be governed by and interpreted in accordance with Singapore law. The Courts of Singapore shall have exclusive jurisdiction over any disputes arising from these Terms and Conditions, including the validity and enforceability thereof.

9. Terms and Conditions of Vantage Automotive Limited

By participating in the Lucky Draw and in consideration of Vantage Automotive Limited (“**VAL**”) providing one (1) brand new BYD M6 (the “**Prize Car**”) as a prize to the winner of the Lucky Draw (the “**Winner**”), the Winner shall be **DEEMED** to have read, acknowledged, and agreed to the terms and conditions stated herein (“**VAL’s T&Cs**”) unconditionally and without reservation:

i. The Winner warrants that he or she has read, acknowledged and agreed to VAL’s T&C, accept the decisions of Gain City as final and binding as related to the conduct and result of the Lucky Draw and accept the decisions of VAL as final and binding on the Winner’s entitlement to and receipt of the Prize Car (as defined hereinbelow).

ii. VAL shall be entitled to amend, expand, vary or delete any of the clauses in VAL’s T&C at any point in time without any prior consent or approval of, and without notice to the Winner and/or participants in the Lucky Draw. The Winner or any participant in the Lucky Draw shall not be entitled to vary any clauses in VAL’s T&C unless mutually agreed by VAL and the Winner or any participant in writing.

iii. The Prize Car shall not be exchangeable for cash or any other item or assignable by the Winner to any other party.

iv. The Winner shall not be entitled to trade-in or sell the Prize Car for the purchase of another vehicle from VAL or any of VAL’s affiliates or related corporations.

v. The colour of the Prize Car shall be determined by VAL at its sole discretion.

vi. The Winner shall satisfy all conditions and comply with all legal, regulatory, and procedural requirements pertaining to the registration of the Prize Car prior to making any claim thereto and taking delivery thereof, including but not limited to:

- a) procuring the requisite COE for ownership of the Prize Car and registration of the Prize Car through VAL or its affiliates;

- b) procuring valid motor vehicle insurance for the Prize Car from VAL or any insurers designated by VAL;
- c) making payment for the following excluded items, which are not included as part of the Prize Car, at VAL's prevailing rates, along with any applicable Goods and Services Tax ("**GST**"):
 - Certificate of Entitlement (COE)
 - Vehicle Emissions Scheme (VES) surcharge, if applicable
 - Servicing Program
 - Motor Vehicle Insurance
 - Road Tax
 - IU Installation
 - Number Plates
 - Goods and Services Tax (GST)
 - Registration fee
 - Any additional fittings, fixtures and accessories other than those provided by VAL in its sole discretion
 - Any other incidentals not stated herein

vii. The Winner shall also pay VAL an administrative fee of SGD 2,000 or such other prevailing amount prescribed by VAL for the COE bidding and registration of the Prize Car on behalf of the Winner;

viii. The Winner shall register the Prize Car through VAL and take delivery of the Prize Car within a period of two (2) months from the date of announcement of the Winner of the Lucky Draw (the "**Claim Date**"), failing which VAL shall be entitled to charge the Winner reasonable fees for the storage of the Prize Car on a daily basis commencing from the Claim Date at such rate(s) as shall determine at its sole discretion.

ix. VAL will assist to obtain COE on behalf of the Winner subject to the following:

- a) the Winner may either request VAL to bid for the COE on his or her behalf or obtain an open category COE from VAL;
- b) any request for VAL to bid for the COE on the behalf of the Winner shall be according to VAL's prevailing terms and conditions for providing such service, including but not limited to the payment of the COE bidding deposit of SGD \$10,000 (or such amount as may be applicable at the relevant time) and any applicable GST, by the Winner at the time of the request; and
- c) any open category COE obtained from VAL shall be at such price and on such terms and conditions as VAL may determine at the relevant time.

x. In the event the Winner fails to redeem or initiate the necessary arrangements to claim the Prize Car within fourteen (14) days from the Claim date, or is unable to fulfill the requirements for the registration and delivery of the Prize Car within two (2) months from the Claim Date, the Winner shall be deemed to have irrevocably forfeited any and all rights, title, and interest in the Prize Car, without any payment, compensation, or reimbursement whatsoever. Such forfeiture shall take effect automatically and without any requirement for VAL to provide prior notice to the Winner.

xi. The Winner shall indemnify, release and hold harmless VAL or any of its related parties, including any of their respective directors, officers, agents, representatives, employees, contractors, affiliates or all persons assisting in the Lucky Draw ("**Related Parties**"), for any claims, liabilities, loss (including direct, consequential or incidental loss), damages, settlement, costs (including legal or other professional costs), expenses, injury (including death or any disability, whether permanent or otherwise) or illness (of whatsoever nature and howsoever contracted) ("**Losses**") arising from the participation in or conduct of the Lucky Draw, including but not limited to any electronic error or human error in the Lucky Draw, and/or the Winner registering, receiving, possessing, using, misusing or forfeiture of the Prize Car.

- xii. The Winner shall not hold VAL or any of its Related Parties responsible for any Losses howsoever arising from or in connection with the forfeiture of the Prize Car or conduct of the Lucky Draw. VAL shall not be responsible for nor shall have any liability for the forfeiture of the Prize Car due to the Winner's failure to receive notifications from VAL regarding the collection or delivery of the Prize Car for any reason whatsoever, including but not limited to the provision of incorrect or otherwise non-functioning contact information of the Winner. Further, VAL shall not be responsible for any and all Losses arising from or in connection with the Lucky Draw.
- xiii. The Winner shall bear the costs of all excluded items set out in Clause 6(c) above.
- xiv. All payments arising from or in connection with the Prize Car shall be made in full before collection of the Prize Car.
- xv. VAL shall be under no obligation whatsoever to register the Prize Car in the name of any person other than the Winner as notified in writing by Gain City to VAL;
- xvi. The Prize Car is non-transferable and non-negotiable.
- xvii. For verification purpose, the Winner shall be required to present in person the original notification letter from Gain City and a valid proof of identity (such as his or her valid National Registration Identity Card ("**NRIC**") or passport or other valid identification documents) to VAL on the scheduled appointment date and location as determined by VAL when claiming the Prize Car.
- xviii. By participating in the Lucky Draw and/or registering or receiving the Prize Car, the Winner gives consent to VAL and its Related Parties to collect, use and disclose his or her personal data including but not limited to any information provided by or collected on behalf of the Winner relating to his or her personal identification information, contact details, location data, social media, images (including photographs), sounds (including voice), videos of the Winner taken in film, electronic or any other form in connection with the Lucky Draw and/or the Prize Car for the following purposes:

- a) administration in relation to the Lucky Draw and/or the Prize Car;
- b) communication with the Winner or any third parties in relation to the Lucky Draw and/or the Prize Car;
- c) verification of the identity of the Winner;
- d) registration of the Prize Car to the Winner;
- e) to perform all duties, obligations and to supply services or products arising from the VAL's T&C;
- f) for VAL and/or its Related Parties internal and external publicity and/or marketing purposes through various media such as printed newsletters, brochures, flyers, posters, banners, calendars, electronic publications, emails, websites, messaging applications and social media platforms (including but not limited to photographs, audio or video recordings) without any compensation to the Winner;
- g) to meet and comply with VAL and/or its Related Parties' internal policies and procedures and any applicable rules, laws, regulations, codes of practice, or guidelines, orders or requests issued by any court, legal or regulatory body; and/or
- h) for research, audit and analysis purposes so that VAL and/or its Related Parties can monitor and improve the services provided, for administrative purposes and geographical and statistical analysis.

xix. Any images, sounds and video footages collected in accordance with clause 18 may be edited, copied, exhibited, published, disclosed or distributed and the Winner agrees to waive the right to inspect or approve the finished product and waive any right to royalties or other compensation arising or related to the use of the images or recording. The ownership, intellectual property and all rights of the images and video footages shall belong solely to VAL.

xx. The Winner agrees that VAL's T&C shall be governed by and construed in accordance with Singapore law and any disputes arising out of or in connection with the terms and conditions herein (including a dispute regarding the existence, validity or termination of this agreement) shall be under the exclusive jurisdiction of the Singapore Courts.

xxi. If any of the clauses or part thereof of VAL's T&C is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant clause or part thereof shall be deemed deleted. Any modification or deletion of a clause or part thereof shall not affect the validity and enforceability of the rest of this VAL's T&C.

- xxii. The Winner agree that the VAL's T&C constitutes the whole agreement between VAL and the Winner and the Winner warrants that he or she has not relied upon any oral or written representations made to him or her by VAL and its Related Parties in connection with the Prize Car or the Lucky Draw.
- xxiii. A person who is not the Winner shall have no rights under the Contract (Rights of Third Parties) Act 2001 to enforce or to enjoy the benefit of any term of the VAL's T&C.
- xxiv. Unless otherwise expressed in this VAL's T&C, no waiver under this agreement shall be valid unless made in writing. No delay in exercising any right or remedy by VAL under this agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy by VAL prevent any further or other exercise or the exercise of any other right or remedy by VAL.