

TERMS AND CONDITIONS GOVERNING ARK BRANDS SAVERS DEALS PROMOTION 2020 [JULY to AUGUST] (THE "PROMOTION").

1. Eligibility

- 1.1 The Promotion is open to all customers who have made an Eligible Purchase as described in these terms and conditions.
- 1.2 The Promotion starts on 01 July 2020 and ends on 31 August 2020 or such other date(s) as may be determined by Ark Industries in its sole discretion ("**Promotion Period**").
- 1.3 An "**Eligible Purchase**" refers to a sales transaction that meets the minimum order quantity specified by Ark Industries to be applicable to an Eligible Brand Apparel.
- 1.4 An "**Eligible Brand Apparel**" refers to an apparel distributed by Ark Industries which bears a sports brand which has been selected or otherwise specified by Ark Industries to be applicable to the Promotion.
- 1.5 "**Promotional Gifts/Services**" refers to the complimentary embellishments, services and/ or gifts which are specified by Ark Industries to be applicable to a relevant Eligible Purchase.

2. Promotion Mechanics

- 2.1 A customer shall be entitled to receive the specified Promotional Gifts/Services in respect of an Eligible Purchase on a "whilst stocks last" basis.
- 2.2 To qualify as an Eligible Purchase, the sales transaction for the Eligible Brand Apparel must be concluded under a single tax invoice within the Promotion Period. There shall be no splitting of tax invoices.
- 2.3 The qualification of a sales transaction as an Eligible Purchase, and a customer's entitlement to any Promotional Gifts/Services, shall be determined by Ark Industries at its sole discretion.
- 2.4 In the event that any sales transaction should be determined, subsequent to an award of any Promotional Gifts/Services, not to be an Eligible Purchase, Ark Industries reserves the right to:
 - (a) forfeit or withdraw the Promotional Gift/Services Savings awarded but not yet redeemed;
 - or
 - (b) reclaim back the value of the Promotional Gifts/Services which have been redeemed.
- 2.5 Ark Industries shall not be liable to any person for any claims, expenses, loss or damage which may be suffered or incurred by any person as a result of his/her participation in the Promotion or in connection with the use of any Promotional Gifts/Services.
- 2.6 In the event of any dispute, the decision of Ark Industries shall be final and binding.

3. Promotional Gifts/Services

- 3.1 Any Promotional Gift/Services awarded under the Promotion shall not be exchangeable by the customer for cash or otherwise.
- 3.2 Ark Industries shall have the right, exercisable at its sole discretion, to substitute any specified Promotional Gifts/Services with gifts or services of a similar value/nature.
- 3.3 Without prejudice to the generality of Clause 2.5 above, Ark Industries shall not be responsible or liable for any defect in any Promotional Gifts/Services and expressly disclaims, to the fullest

extent permitted by law, any and all warranties as to the quality, merchantability, fitness for any purpose, or any other qualitative or functional aspect of any Promotional Gifts/Services.

4. General

- 4.1 This Promotion is not valid with other offers or promotions unless otherwise stated.
- 4.2 These Terms and Conditions shall be read in conjunction with the terms and conditions governing the sale/purchase of Ark Industries' products, including any Eligible Purchase.
- 4.3 Ark Industries reserves the right to vary or amend any of these Terms and Conditions at any time and from time to time by posting such varied or amended Terms and Conditions on its website and/or by notification using other electronic or written means. Such varied or amended Terms and Conditions shall take effect from the date of such notification/posting.
- 4.4 In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to the Promotion, these terms and conditions shall prevail.
- 4.5 These Terms and Conditions shall be governed by the laws of Singapore and the Parties irrevocably agree that the courts of Republic of Singapore shall have the exclusive jurisdiction to settle any disputes arising out of this Promotion.