

TERMS OF USE

PLEASE READ THE FOLLOWING TERMS OF USE CAREFULLY BEFORE USING THIS PLATFORM. BY CLICKING ON THE “ACCEPT” BUTTON AND/OR USING THIS PLATFORM, YOU AGREE TO THE TERMS OF THIS AGREEMENT WHICH WILL BIND YOU.

Welcome to www.LotteLuxuryWhiskyAuction.sg (the “**Platform**”). The Platform will host a silent auction for a Bowmore whisky, contributed by Beam Suntory Asia Pte. Ltd. (“**Beam Suntory**”).

These terms of use constitute the legal agreement (“**Agreement**”) between you and Lotte Travel Retail Singapore Pte. Ltd. (“**us**” or “**we**”), who will lead and conduct the silent auction on the Platform and sell the auctioned product to the winning bidder. This Agreement governs the use of the Platform, services and products offered via the Platform, and any other services and/or products provided in connection with any of the foregoing (collectively, the “**Services**”).

IMPORTANT NOTICE TO ALL USERS:

- THE TERMS OF THIS AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY AND INDEMNITIES IN PARAGRAPHS 5 TO 7.
- IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, WE WILL NOT LICENSE USE OF THE PLATFORM TO YOU AND YOU MUST NOT USE THE PLATFORM.
- BREACH OF ANY OF THE TERMS OF THIS AGREEMENT WILL ENTITLE US TO TAKE ANY LEGAL ACTION AGAINST YOU AS WE MAY DEEM APPROPRIATE, WITHOUT REFERENCE TO YOU.

You should print a copy of this Agreement for future reference.

1. TERMS OF USE

- 1.1 The provisions set out in this Agreement govern your access to and your use of the Platform and shall constitute a legally binding agreement between you and us. We may change such terms from time to time without prior notice. If you do not agree to such terms, you must not use the Platform.
- 1.2 Subject to you agreeing to abide by the terms of this Agreement, we hereby grant to you a personal, non-exclusive and non-transferable licence to use the Platform on the terms of this Agreement.
- 1.3 By registering an account with the Platform (which involves providing us with certain mandatory and voluntary information as required for a successful registration) and using the Platform, you confirm that:
 - (a) you have read the terms set out in this Agreement and agree to be bound by and comply with them; and
 - (b) you are 18 years old or above. We may ask for proof of age before you can register for an account.
- 1.4 You are responsible for maintaining the confidentiality of your account, and you are responsible for all activities that occur under your account. We are not responsible for any loss, damage or liabilities arising as a result of or in connection with the wrongful, fraudulent or illegal use of your account.
- 1.5 Save as otherwise permitted by us under any other written agreement, you are not permitted to use, or submit any content to, the Platform or any of our affiliated websites (including social media pages) to advertise, promote or market any products or services of any third party or yourself.

- 1.6 We reserve the right to change, modify, suspend or discontinue any portion of the Services, Platform or any other products, services, affiliated websites (including social media pages) and/or other software provided by us in connection with any of the foregoing at any time. You agree that access to or operation of any of the foregoing may from time to time be interrupted, be suspended or encounter technical difficulties.
- 1.7 These terms of use refer to the following additional terms, which also apply to your use of the Platform and which form part of this Agreement:
- (a) Silent Auction Terms and Conditions which sets out the terms and conditions applicable to all users who participate in the silent auction on the Platform.
 - (b) Our Privacy Policy sets out our policy concerning the collection, use and disclosure of your personal data (“**Data**”) in compliance with the Personal Data Protection Act 2012 (No. 26 of 2012) (“**PDPA**”). By using the Platform, you consent to our collection, use and disclosure of your Data in the manner set out in our Privacy Policy and you warrant that all Data provided by you is accurate. Should you wish to update your Data and/or withdraw your consent to our collection, use and disclosure of your Data, or should you have any feedback or enquiries relating to your Data, please contact our Data Protection Officer at nalangili@lotte.net
 - (c) Our Acceptable Use Policy sets out the permitted uses and prohibited uses of the Platform. When using the Platform, including uploading any content, you must comply with this Acceptable Use Policy.
- 1.8 We reserve the right to, without any notice, explanation or liability and in our sole and absolute discretion carry out any of the following measures:
- (a) refuse or limit or suspend your access to the Platform (including access to your account with us) at any time;
 - (b) remove or edit content (including content submitted by you) on the Website or on any of our affiliated websites (including social media pages);
 - (c) cancel any Services provided to you; or
 - (d) take any civil actions, including without limitation a claim for damages and / or interim or injunctive relief.

2. RESTRICTIONS

Except as expressly set out in this Agreement or as permitted by any local law, you undertake not to:

- (a) violate or breach any applicable law or regulation in any relevant jurisdiction in your use of the Platform or the Services;
- (b) reproduce, copy, modify, adapt, alter, translate, publish, display, communicate, transmit, sell, exploit or use the whole or any part of any Service, the Platform or any of the contents therein for any commercial or other purposes;
- (c) dilute, tarnish or otherwise harm our brand in any way, including through registering and/or using any brand name or trade name that is identical or similar to the brand names and trade names related to the Platform, or derivative terms in domain names, trade names, trademarks or other source identifiers, or registering and/or using domain names, trade names, trademarks or other source identifiers that closely imitate or are confusingly similar to our domains, trademarks, taglines, or promotional campaigns;

- (d) provide or submit any false or misleading information and/or documents to us, including (but not limited to) false names, date of birth or other personal data;
- (e) collect, use, disclose any personal data made available to you via the Platform or the Services for any purposes unrelated to the purchase of products via the Platform, without obtaining the consent of the owner of such personal data and us;
- (f) retain any personal data of users where the purpose for which that personal data was collected is no longer being served by retention of the personal data, or where retention is no longer necessary for legal or business purposes;
- (g) distribute or post spam, unsolicited or bulk electronic communications, chain letters, or pyramid schemes; or
- (h) endeavour to circumvent a suspension, termination, or closure of your account, including, but not limited to, creating a new account to circumvent an account suspension or closure.

3. INTELLECTUAL PROPERTY RIGHTS

- 3.1 You acknowledge that all intellectual property rights in the Platform anywhere in the world belong to us or their respective owners, that rights in the Platform are licensed (not sold) to you, and that you have no rights in, or to, the Platform other than the right to use them in accordance with the terms of this Agreement.
- 3.2 You acknowledge that you have no right to have access to the Platform in source code form.
- 3.3 You must not modify the paper or digital copies of any materials you have printed off or downloaded from the Platform in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 3.4 Our status (and that of any identified contributors) as the authors of content on the Platform must always be acknowledged. You must include our copyright notice on all entire and partial copies you make of the Platform on any medium.
- 3.5 You must not use any part of the content on the Platform for commercial purposes without obtaining a licence to do so from us or our licensors.
- 3.6 If you print off, copy or download any content on the Platform in breach of this Agreement, your right to use the Platform will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

4. UPLOADING CONTENT TO THE PLATFORM

- 4.1 You irrevocably and unconditionally represent and warrant that any content uploaded by yourself to the Platform complies with our Acceptable Use Policy and the PDPA.
- 4.2 We will only use the content uploaded by you for the purposes of carrying out the Services, carrying out our obligations in this Agreement and any other purpose expressly set out in this Agreement or otherwise agreed between us. We will not otherwise distribute the content uploaded by you, save for when required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 4.3 We have the right to disclose your identity to any third party claiming that any content posted or uploaded by you to the Platform constitutes a violation of their rights under Singapore law.
- 4.4 We will not be responsible, or liable to any third party, for the content or accuracy of any content or data uploaded by you or any other user of the Platform.

- 4.5 We have the right to remove any posting you make on the Platform if, in our opinion, your post does not comply with the content standards set out in our Acceptable Use Policy.

5. WARRANTIES

- 5.1 While we make all efforts to maintain the accuracy of the information on the Platform, we provide the Services, Platform and all information, content, materials, products (including the auctioned products) and other services included on or otherwise made available to you through the Services (the “**Related Content**”) on an “as is” and “as available” basis, unless otherwise specified in writing. We make no representations or warranties of any kind, express or implied, as to the operation of any of the foregoing, unless otherwise specified in writing. You expressly agree that your use of the Services and the Platform is at your sole risk.
- 5.2 To the full extent permissible by law, we disclaim all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose. We do not warrant that the Services, the Platform, the Related Content, or electronic communications sent by us are free of viruses or other harmful components.

6. LIMITATION OF LIABILITY

- 6.1 Save as otherwise permitted by us under any other agreement, you agree not to use the Services, the Platform and the Related Content for any commercial, business or re-sale purposes. We and Beam Suntory (whom we are collaborating with for the silent auction conducted on the Platform), our related corporations and our respective directors, officers, employees, agents and representatives, independent contractors, licensees, successors and assigns (collectively, our “**Related Parties**”) have no liability to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement (including the carrying out of the silent auction process) for:
- (a) loss of profits, sales, business, or revenue;
 - (b) business interruption;
 - (c) loss of anticipated savings;
 - (d) loss or corruption of data or information;
 - (e) cost of substitute products or services from the use of or inability to use the Services;
 - (f) loss of business opportunity, goodwill or reputation; or
 - (g) any other indirect or consequential loss or damage.
- 6.2 Nothing in this Agreement shall limit or exclude our liability for death or personal injury resulting from our negligence, fraud, or any other matter in respect of which we are prohibited under applicable law from limiting or excluding our liability.
- 6.3 You further acknowledge and agree that your access and use of the Services is dependent on third- party service providers such as internet, network, connectivity or other link providers. Your payment for any product purchased via the Platform may be processed by third party payment system providers. We cannot guarantee the security of such third-party payment system(s) or any payment data on the Platform, we are not responsible for any acts or omissions of any third parties and disclaims any and all liability in connection with the acts, omissions or defaults of such third parties. Without prejudice to the generality of the foregoing, we are not responsible for the results of any credit inquiry, the availability or performance of the Internet, your connection to the Internet or the actions or inaction of any other person or entity, including any

internet service provider. By using the Platform, you expressly relieve us from any and all liability in connection with the acts, omissions or defaults of such third parties.

- 6.4 This Agreement sets out the full extent of our obligations and liabilities in respect of the supply of the Services and the Platform. Except as expressly stated in this Agreement, there are no conditions, warranties, representations or other terms, express or implied, that are binding on us. Any condition, warranty, representation or other term concerning the supply of the Services and the Platform which might otherwise be implied into, or incorporated in, this Agreement whether by statute, common law or otherwise, is excluded to the fullest extent permitted by law.

7. INDEMNITY

You agree to indemnify and hold us and our Related Parties harmless from and against all claims, losses, expenses, damages and costs (including but not limited to direct, incidental, consequential, exemplary and indirect damages), and reasonable legal fees, resulting from or arising out of your act, default or omission, whether in your use of the Platform, Services and/or any websites or software in relation thereto or otherwise, and whether under this Agreement, any laws or regulations or otherwise and / or violation of any rights of another person or entity by you.

8. OTHER IMPORTANT TERMS

- 8.1 We reserve the right, at our sole and absolute discretion, to modify this Agreement from time to time so that our Services and policies are accurately reflected. While we will use our reasonable endeavours to notify you of any material changes to this Agreement by email, you agree and acknowledge that it shall be your responsibility to review this Agreement regularly. By continuing to use the Platform following the effective date of any modifications to this Agreement, you shall be deemed to have accepted such modification. If you do not agree to any modifications, you must not use the Platform.
- 8.2 We may transfer our rights and obligations under this Agreement to another organisation, but this will not affect your rights or obligations under this Agreement. You may not, without our prior consent in writing, transfer any of your rights or obligations under this Agreement.
- 8.3 No partnership or agency or employment relationship has arisen by reason of this Agreement.
- 8.4 This Agreement and any document expressly referred to in it constitutes the entire agreement between us regarding their subject matter, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to that subject matter. You agree that you shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement or any document expressly referred to in it. You agree that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement or any document expressly referred to in it.
- 8.5 If we fail to insist that you perform any of your obligations under this Agreement, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.
- 8.6 We will not be liable by reason of any failure or delay in the performance of our obligations on account of events beyond our reasonable control, which may include denial-of-service attacks, a failure by a third-party hosting provider or utility provider, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

- 8.7 Each of the terms of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect.
- 8.8 This Agreement, its subject matter and its formation, and any other disputes or claims in connection therewith, are governed by Singapore law. In the event of any such disputes or claims in connection with this Agreement, you agree to first engage in good faith discussions with us to resolve such dispute or claim. If such dispute or claim is not resolved within sixty (60) days, we both irrevocably submit to the exclusive jurisdiction of the courts of Singapore.