

## **GCash & MoneyGram Dream Vacation (Christmas and New Year Lucky Raffle Draw) Promotion Terms & Conditions**

The "GCash/MoneyGram Christmas and New Year Lucky Draw" Promotion ("**Promotion**") is organized in the Philippines by GCash having its address at W Global Center 30th Street, 9th Avenue, Bonifacio Global City, Taguig, Philippines ("**Promoter**"). It's Partner (MoneyGram) will assist in marketing and promoting this promotion.

1. The Promotion is open to GCash app users who are Know Your Customer (KYC) verified and legal residents of Philippines aged 18 or over, excluding the following:
  - Employees (and family members up to 3<sup>rd</sup> degree of consanguinity), affiliates, subsidiary companies and representatives of the Promoter and Partner;
  - Agents of the Promoter and Partner including their affiliates and subsidiary companies as well as family members;
  - Any person or entity professionally connected with the Promotion; and
  - Any person prohibited from participating in the Promotion under any statute, law, regulation, ordinance, rule, directive, guideline, policy, requirement, or other governmental restriction or any similar form of decision, or determination by, or any interpretation or administration of any of the foregoing in the Philippines or any instrumentality thereof ("**Applicable Law**").
2. **Promotional Period:** Between December 15, 2018 to February 15, 2019.
3. **To Enter:** Customers shall receive a minimum P10,000 or USD 200 monetary transaction ("**Qualifying Transaction**") through MoneyGram into a verified GCash account during the Promotion Period in order to be eligible to receive a raffle coupon entitling them to participate in a raffle draw to receive either a) Cash Back up to the amount of the remittance (Qualifying Transaction) received or b) its equivalent in plane fare – either of which are capped at Peso 16,000.
4. **The Prize:** Up to Twenty (20) unique winners (to be drawn at the end of the promotion period) who can receive either a) Cash Back up to the amount of the remittance (Qualifying Transaction) received or b) the equivalent in plane fare – either of which are capped at Peso 16,000.
5. The winners will be notified by telephone or SMS after the draw has been conducted. All reasonable attempts will be made to contact the winners, but if this cannot be achieved within fourteen (14) days after the draw date, the Promoter reserves the right to withdraw the prize entitlement and award the prize to an alternative winner selected at the same time as the original winner or to dispose of the prize as it deems fit.
6. To claim the prize, the winner must present at least one (1) valid ID
7. The prizes are not exchangeable or transferable.
8. Draw time will be at 4pm in the presence of DTI representatives.
9. Redemption period for the prize is until 60 days upon end of promo.
10. Validity for international ticket is six (6) months while that for domestic tickets is one (1) year.
11. Taxes related to this promotion to be covered by GCash.
12. If any winner is subsequently found not eligible to participate in this Promotion, the Promoter may at its sole discretion forfeit or reclaim the prize and award or dispose of the same in such manner and to such person as it deems fit.
13. The Promoter reserves the right to deny the awarding and issuance of any of the prizes.

14. The Promoter reserves the right to verify the eligibility of entrants. The Promoter may require such information as it considers reasonably necessary for this purpose and a prize may be withheld unless and until the Promoter is satisfied with the verification.
15. No responsibility is accepted for transactions lost or delayed or as a result of any network, computer hardware or software failure of any kind. *Proof of sending will not be accepted as proof of conducting a Qualifying Transaction.*
16. The Promoter will only use the personal details supplied for the administration of the Promotion and for no other purpose, unless we have your consent. Click to see our privacy policy here: <http://corporate.moneygram.com/privacy-statement/privacy-statement>.
17. If for any reason the Promotion is not capable of running as planned for reasons including but not limited to tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right (subject to any written directions given under applicable law) to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Promotion without awarding the prizes or any other compensation.
18. If an act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions the Promoter will not be liable for any failure to perform or delay in performing its obligation.
19. The Promoter's decision in all matters to do with the Promotion is final and no correspondence will be entered into in this regard.
20. Winners who do not wish to take part in this Promotion may either communicate the same to the Promoter or decline to accept within the deadline specified for the same.
21. Winners may be requested to participate in publicity arising from the Promotion including having his or her photograph taken and his or her name, nationality and country of residence being disclosed without further pay or compensation subject to the applicable laws.
22. By entering this Promotion, all participants will be deemed to have accepted and be bound by these terms and conditions.
23. The Promoter reserves the right to amend these terms and conditions or to cancel, alter or amend the competition at any stage if deemed necessary in its opinion or if circumstances arise outside of its control. This Promotion is governed by the laws of Philippines and participants submit to the exclusive jurisdiction of these courts.
24. By accepting these terms and conditions all participants (i.e. the data subjects) agree that personal data shall be collected and processed by the Promoter and stored on the Promoter's database and used for the administration of its ongoing relationship with participants and in connection with the Promotion. All participants have the right to access their personal data by writing to the following address: [support@gcash.com](mailto:support@gcash.com)
25. Neither the Promoter nor any other person or party associated with the Promotion (including MoneyGram and its related parties) shall be liable for any loss or damage (including but not limited to indirect or consequential loss or damage) suffered or sustained about either participation in this Promotion or with the prizes offered.

26. These Terms and Conditions supersede all other prior terms and conditions, understandings, arrangements or agreements, whether verbal or written, in relation to the Promotion.