

“CREATIVE MID-AUTUMN ENTRY” SOCIAL MEDIA CONTEST

TERMS & CONDITIONS

1. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 1.1. By participating in the “*Count the Lanterns*” social media contest held on Facebook (“**Contest**”), each Participant (as defined below) confirms that he/she has read, understood and agrees to be bound by these terms & conditions set out herein, including any other requirements set out in any Contest-related promotional material, and all amendments, additions, replacements and modifications thereto as may be made from time to time (the “**Terms and Conditions**”). This Contest is organised by Jewel Changi Airport Trustee Pte. Ltd. and Jewel Changi Airport Devt Pte. Ltd. (collectively, “**Jewel**”) and/or its authorised agents (collectively the “**Organisers**”).
- 1.2. As a condition of entry into the Contest, each Participant affirms and represents that he/she is either above 18 years of age or if he/she is below the age of 18, he/she has sought and obtained consent from his/her parents or legal guardian for the entry into the Contest, and to be bound in all respects by these Terms and Conditions. If required by the Organisers, Participants shall submit proof of parental or legal guardian consent for their participation in the Contest.

2. CONTEST DURATION

- 2.1. The Contest shall commence on 27 August 2022 and conclude on 11 September 2022 (the period known as the “**Contest Period**”). All date and times stated in these Terms and Conditions refers to Singapore Date and Time.

3. CONTEST ELIGIBILITY

- 3.1. The Contest is open to all natural persons, other than the directors and employees (and the immediate family members of such directors or employees) of the Organisers who are directly involved in the organising of the Contest, the Organiser’s appointed social media agency, and such other persons involved in organising, promoting and/or conducting the Contest (each a “**Participant**”). For this Clause, ‘**immediate family members**’ shall include spouses, children, parents, parents-in-law and siblings.

4. CONTEST MECHANICS AND CONDITIONS

- 4.1. To submit a valid entry for the Contest, Participants must:
 - (i) Take a photo with our Mid-Autumn installations at Canopy Park, carrying a lantern.
 - (ii) Share the contest post on their Facebook page;
 - (iii) Set the post privacy to public; and
 - (iv) Like and follow Jewel Changi Airport’s Facebook.
- 4.2. Each Participant can submit only one entry per Facebook profile account for this Contest.
- 4.3. Only entries in compliance with Clauses 4.1 and 4.2 above shall be considered a valid entry (“**Valid Entry**”) for the Contest.
- 4.4. By submitting a Valid Entry, Participants represents and warrants that:
 - (i) he/she is not in violation of any laws or regulations of their country of residence by participating in the Contest;
 - (ii) he/she is the authorised account owner of the Facebook account that is used to submit the Valid Entry; and

- (iii) The Valid Entry does not contain defamatory, violent, racist, xenophobic, obscene, pornographic, sexual, indecent or unlawful material or information and/or otherwise may bring the Organisers into disrepute.
- 4.5. The Valid Entry shall be disqualified if Clause 4.4 is not complied with.
- 4.6. Notwithstanding the foregoing, the Organisers reserve the right to disqualify all Valid Entries that the Organisers deemed inappropriate, fraudulent, misleading, deceptive or generally or potentially damaging to the goodwill or reputation of Jewel Changi Airport and/or the Organisers.
- 4.7. All submitted entries and/or works which are incomplete, illegible, incomprehensible, false, deceptive and/or not otherwise received by the Organisers for whatever reason shall render those entries or works ineligible and void.
- 4.8. The Organisers decision on all matters relating to the Contest (including the selection of winners) is final, conclusive and binding on all Participants. No appeal will be entertained for any reason whatsoever.

5. SELECTION OF WINNERS

- 5.1. The Organisers will select three (3) winning entries (each a “**Winning Entry**”, collectively “**Winning Entries**”) from the Valid Entries, based on the following criteria:
 - (i) Valid Entries which they had taken a photo of themselves with the Canopy Park Mid Autumn Installations, carrying a lantern; and
 - (ii) The most creative, heartfelt or interesting entry (based solely on the Organisers’ discretion) on what the Mid-autumn festival means to the Participant.
- 5.2. Participants whose Valid Entries are selected as the Winning Entries (“**Winners**”) will be notified by private/direct message (the “**Notification**”) from Jewel Changi Airport. If, for some reason, a Winner cannot be contacted by the Organisers or if a Winner does not acknowledge the Notification within **two (2) weeks** from the Notification (“**Unresponsive Winner**”), the Organisers reserves the right to disqualify the Unresponsive Winner and select a replacement Winner for the Prize or forfeit the Prize and the Unresponsive Winner shall not be entitled to any payment or compensation in any form from the Organisers.
- 5.3. In the event that a Winner is determined by the Organisers (at its discretion) as not having complied with these Terms and Conditions, notwithstanding the selection in Clause 5.1 above, the Organisers reserve the right to disqualify such Winner.
- 5.4. Participants must be residing in Singapore.

6. PRIZES

- 6.1. The Prizes for the Contest consist of the following:
 - Three (3) PlayAtJewel Family Annual Membership (2A2C) (each termed the “Prize”).
- 6.2. In order for a Winner to receive the Prize, he/she shall, (if required by the Organisers) provide (i) proof of his eligibility for the Contest and (ii) proof of ownership of the Facebook account used for the submission of the Valid Entry. In the event that any Winner is unable to provide satisfactory proof of the information as may be required by the Organisers above, he or she shall be disqualified from the Contest and the Prize shall be forfeited in whole, with no payment or compensation provided.
- 6.3. The Organisers reserve the right to amend or substitute the Prize at any time without prior notice to the Winners, and the Organisers assumes no liability or responsibility whatsoever in respect of any defect, deficiency or variation of the Prize or any part thereof) or the nature/consumption of the Prize (or any part thereof) and will not entertain any direct or indirect correspondence with anyone in this regard.

- 6.4. To the fullest extent permitted by law, the Organisers shall not be liable for any loss, damage, injury or disappointment (including without limitation any indirect or consequential loss) suffered by any Participant entering the Contest or as a result of or arising from despatching, claiming or accepting the Prize or from disqualification from the Contest.

7. USE OF THE VALID ENTRIES BY THE ORGANISERS

- 7.1. By submitting a Valid Entry and accepting the Prize, the Winners hereby acknowledge and agree that the Winning Entry may be used by the Organisers as marketing and/or promotional materials during and after the Contest. The Winners hereby grant the Organisers an irrevocable, perpetual, worldwide, exclusive, royalty-free, sub-licensable and transferable licence to use, reproduce, distribute, edit or produce derivative works of, display and/ or publicise the Winning Entry in any and all media formats and any media channels and for any purpose as deemed fit by the Organisers.
- 7.2. The Winners further hereby represents and warrants that he/she is the sole legal and beneficial owner of all intellectual property rights to the Winning Entry and that he/she has not licensed or assigned the intellectual property rights in the Winning Entry to any third party anywhere in the world.
- 7.3. In the event that any third party alleges that the Winning Entry infringes the copyright or other intellectual proprietary right of such third party, the Winner shall defend, indemnify and hold the Organisers harmless from and against any and all claims, demands, actions, proceedings, recoveries, judgment or execution resulting and/ or arising therefrom.
- 7.4. To the extent that copyright subsists in the Winning Entry, the Winner hereby waives their right (if any) to be identified. Where any intellectual property rights in the Winning Entry is created by any other persons (other than the Winner) and the copyright contained therein was or is assigned, licensed or sub-licensed (as the case may be) to the Winner, the Winner hereby undertakes to obtain an express waiver in writing of their right (if any) to be identified, from all such persons and to provide the same to the Organisers as soon as reasonably practicable. In any event, and unless specifically agreed with the Organisers, the Winner hereby warrants that it shall ensure that any right to be identified (if any) existing or subsisting in any and all of the Winning Entry provided to the Organisers have been waived in writing.

8. PERSONAL DATA AND PRIVACY PERSONAL INFORMATION

- 8.1. Participation in the Contest will require the collection, use, processing and disclosure of Participants' personal data (such as full name mobile number and email). By participating in the Contest, Participants are deemed to have consented to the Organiser's collection, use and disclosure of their personal data (to the Organiser's subsidiaries, affiliates, service providers, agents and vendors where required) for the purposes of conducting and administering the Contest; providing and facilitating the award and redemption of Prizes; matching of personal data collected via the Contest with other data that the Organisers have in its database so as to optimise operations and improve the services offered (such as providing relevant and personalised content) via the contact information provided; statistical analysis; improving the products and services offered (including the Contest and future contests) and for the Organisers to fulfil its obligations under these Terms & Conditions (collectively the "**Relevant Purposes**"), in accordance with the Personal Data Protection Act 2012, all applicable privacy laws and Jewel Changi Airport's Privacy Policy, which is available at: <https://www.jewelchangiairport.com/en/privacypolicy.html>.
- 8.2. Participants represent and warrant that their personal data disclosed to the Organisers is complete and accurate. The Organisers shall not be held liable and shall be fully indemnified by the Participants for any incorrect or inaccurate personal data provided. Where Participants have provided the personal data of a third party, that Participant shall be deemed to have obtained the consent from such third party and shall be deemed to have full authority to disclose such third party's personal data to the Organisers. Such Participant shall indemnify the Organisers for any unauthorised disclosure of personal data of such third parties.

- 8.3. Participants consent to the Organisers communicating information about the Contest, transactional and service announcements (e.g. Prizes validity, e-vouchers/e-discounts usage expiry reminders and successful redemption notifications) and/or amendments to these Terms and Conditions (the "**Contest Updates**") via the contact information provided /Facebook private message function.
- 8.4. Where applicable, if a Participant opted for additional marketing and promotional content, such Participant also consent to receiving electronic direct mailers (eDMs) and marketing promotional material (such as information, news, offers and promotions about exclusive deals, offers and events) regarding Jewel Changi Airport and Changi Airport (collectively the "**Additional Offers**"), via the contact information provided to the Organisers. Participants may at any time, unsubscribe from the Additional Offers by updating their subscription preferences by clicking on "unsubscribe" located at the bottom of the Additional Offers communication or by writing to the Organisers at contact.us@jewelchangiairport.com.
- 8.5. To promote and advertise the Contest, the Organisers reserve the right to engage authorised photographers and videographers to take photographs and/or video recordings. By participating in the Contest, Participants consent to being photographed and recorded by authorised photographers and videographers and consent to the Organisers' use of such images, films or recordings for creating marketing and publicity materials for public transmission.

9. AMENDMENTS TO AND CANCELLATION OF CONTEST

- 9.1. The Organisers reserve the right to, without any liability to Participants and/or Winners, amend, modify, cancel, terminate or suspend the Contest, these Terms and Conditions and any specific rules applicable to the Contest, in whole or in part, at its sole discretion and at any time without notice to any Participant, or if the Organisers believe the Contest is not capable of being conducted smoothly or in the event of a virus, bug, tampering, unauthorised intervention, fraud, technical or system failure or disruption, force majeure or any other causes or circumstances beyond the reasonable control of the Organisers that could corrupt or affect the administration, security, impartiality or normal course of the Contest. In the event of amendments to or cancellation of the Contest, the Organisers may (but shall not be obliged to), at its sole discretion, post a notice via the Jewel Changi Airport's Instagram page, Facebook Page and/or any other communication channels so as to notify all Participants. Participants shall not be entitled to any damages or compensation whatsoever or howsoever arising as a result of such amendment or cancellation.

10. LIABILITY AND INDEMNITY

- 10.1. All Participants shall assume all risks in respect of loss, injury, damage or liability which may arise as a result of or in connection with the Participant's participation in the Contest or his/ her submission of any entry or work in relation to the Contest.
- 10.2. To the fullest extent permitted by law, the Organisers shall not be liable in Contract, Tort (other than the negligence of the Organisers resulting in personal injury or death) or otherwise, for any direct loss, indirect/consequential loss, injury damage, liability, cost and expense which the Participant may sustain or incur as a result of his/her participation in the Contest and in no event shall the Organisers be responsible and/or liable for any interruption or cessation of transmission whether caused by technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, traffic congestion on the internet or at any website, or any combination thereof, any bugs, viruses, trojan horse or the like which may be transmitted to or through the Organisers Instagram page, Facebook page or website by any third party, any errors or omissions in any entry, work, or content, or any loss or damage of any kind incurred on the Participant's or any other person's computer or mobile device as a result of the Participant's submission of any entry for the Contest, or otherwise related to or resulting from participation in the Contest.
- 10.3. The Participant (including his or her heirs, parents, legal guardians, executor and/or administrators) shall defend and be solely liable for, fully indemnify and hold the Organisers, its

officers, employees and agents, to the maximum extent permitted by the law, harmless from and against all liabilities, damages, losses, costs (including legal costs on a full indemnity basis and/ or reasonable solicitor's fees) and expenses of any nature arising from any claims, demands, actions, proceedings, recoveries, judgment or execution which the Organisers, its officers, employees or agents, may suffer or incur by, from or in connection with the Participant's participation in the Contest.

11. GENERAL

- 11.1. The Organisers reserve the right to disqualify, block and/or discard any entries from any Participant who tampers with or hacks the entry process, as determined by the Organisers in its sole discretion. The Organisers shall take action, in accordance with the law, against any Participant who attempts to deliberately damage any social media account, Instagram page, Facebook Page or website or undermine the legitimate operation of the Contest. Automated entries are prohibited, and any use of automated devices, software or other methods deemed to be illegitimate for the Contest by the Organisers will result in immediate disqualification without any prior notice given.
- 11.2. All entries shall be submitted in accordance with these Terms and Conditions. The Organisers accepts no responsibility for any late, lost or misdirected entries including entries not received by the Organisers or delays in the submission of the entry due to any technical disruptions, network congestion or for any other reason. The Organisers reserves the right to audit and ensure that each Participant's entry is bona fide.
- 11.3. The Organisers shall not be responsible and/or liable for any hyperlink to or the content of any other website and any reference to any website, entity, product or service is not an endorsement or verification by the Organisers of such website, entity, product or service.
- 11.4. The Contest is in no way sponsored, endorsed, administered or associated with Facebook. Questions, comments or feedback concerning the Contest are to be addressed to the Organisers only and not to Facebook. The Participants shall release Facebook from all damages, losses and expenses of all kind, which might result in claims regarding the Contest.
- 11.5. In the event of any inconsistency between these Terms and Conditions with any other form of publicity collaterals relating to the Contest, these Terms and Conditions shall prevail.
- 11.6. The Contest and these Terms and Conditions are governed by the laws of the Republic of Singapore and all Participants (including Winners) agree to irrevocably submit themselves to the exclusive jurisdiction of the Singapore courts in the determination of any matter or dispute arising in connection therewith.
- 11.7. These Terms and Conditions are not intended to confer rights to any third party under the Contracts (Rights of Third Parties) Act (Cap. 53B).

12. CONTACT US

- 12.1. Should you have any questions regarding the Contest, kindly email us at marcom@jewelchangiairport.com. Please state "*Creative Mid-Autumn Entry*" Social Media Contest in the subject field of your correspondence.

(Version dated 5 August 2021)