

# TERMS & CONDITIONS FOR JEWEL PHOTO CONTEST

## 1. ACCEPTANCE OF THE TERMS AND CONDITIONS

1.1. By participating in the Jewel Photo Contest held on Instagram and 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 Contests.

## 2. CONTEST DURATION

2.1. The Contest shall commence on 13 April 2020 and conclude on 23 April 2020 (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 Organiser 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 the purpose of 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) like and/ or follow Jewel Changi Airport’s official Facebook and/ or Instagram page; and
- (ii) upload a photo(s) taken at Jewel Changi Airport and share why this is their favourite memory
- (iii) tag Jewel Changi Airport in the post and/ or photo(s)

4.2. Participants can submit only one entry for this Contest.

4.3. Only upon strict compliance with Clause 4.1, shall an entry 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 an entry.
- (iii) The organisers reserves the rights to use the photos submitted by the participants for the contest for other purposes including but not limited to social media posts, website or other publicity or promotional channels.

4.5. The Valid Entry shall be disqualified if Clause 4.4 is not complied with.

4.6. All Valid Entries shall not contain defamatory, violent, infringing, obscene, pornographic, sexual, indecent or unlawful material or information that violate local and international laws and regulations.

4.7. Notwithstanding the foregoing, the Organisers reserve the right to disqualify all Valid Entries that do not comply with the criteria stipulated in these Terms and Conditions or are deemed inappropriate, fraudulent, misleading, deceptive or generally or potentially damaging to the goodwill or reputation of the Organisers. 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 and Prize(s)

5.1. The Organisers will select winning entries ("**Winning Entries**") from the Valid Entries, based on the following criteria:

- (i) creativity and quality of the post and photo shared
- (ii) liked and/ or follow Jewel Changi Airport's official Facebook and/ or Instagram page

5.2. Participants whose Valid Entries are selected as the Winning Entries ("**Winners**") will be notified by Instagram or Facebook private/direct message (the "**Notification**"). If, for some reason, a Winner cannot be contacted by the Organisers or if a Winner does not acknowledge the Notification within a reasonable period of time (as determined by the Organisers in its sole discretion) ("**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, the Organisers reserve the right to disqualify such Winner.

5.4. The Prize shall consist of the following:

- (i) Jewel Vouchers

(collectively the "Prize").

5.5. 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 Instagram and/or 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, he or she shall be disqualified from the Contest and the Prize shall be forfeited in whole, with no payment or compensation provided.

5.6. 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.

5.7. To the fullest extent permitted by law, the Organisers shall not be liable for any loss, damage, injury or disappointment (including without limitation, 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.

## 6. Personal Information

6.1. By participating in the Contest, all Participants consent to the Organisers collecting, using, processing or transferring their personal data (including but not limited to their names and their Instagram and/or Facebook handles and profile pictures) for promotional, marketing and publicity purposes about the Contest or Jewel Changi Airport, in accordance with [Jewel's Privacy Policy](#). It is a condition for participation in the Contest that Participants consent to the public disclosure of his/her name, and their Valid Entry (including the Photograph) for publicity or commercial purposes or

otherwise, and the Organisers shall be entitled to use any such information for any future marketing effort, without any further notice, payment or compensation to the Participants.

6.2. Participants warrant that all information submitted is true, current and complete. Participants shall inform the Organisers immediately of any inaccuracies in the information submitted.

## **7. Amendments to and Cancellation of Contest**

7.1. 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 amendment 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. Participants shall not be entitled to any damages or compensation whatsoever or howsoever arising as a result of such amendment or cancellation.

## **8. LIABILITY AND INDEMNITY**

8.1. All Participants of the Contest 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.

8.2. To the fullest extent permitted by law, the Organisers shall not be liable in Contract, Tort (including Negligence) 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.

8.3. 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.

## **9. General**

9.1. 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 will 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.

9.2. All entries must 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.

9.3. 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.

9.4. The Contest is in no way sponsored, endorsed, administered or associated with Instagram and Facebook. Questions, comments or feedback concerning the Contest are to be addressed to the Organisers only and not to Instagram and/or Facebook. The Participants shall release Instagram and/or Facebook from all damages, losses and expenses of all kind, which might result in claims regarding the Contest.

9.5. 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.

9.6. The Contest and its Terms and Conditions are governed by the laws of the Republic of Singapore and all Participants and Winners agree to irrevocably submit themselves to the non-exclusive jurisdiction of the Singapore courts in the determination of any matter or dispute arising in connection therewith.

9.7. The Terms and Conditions listed are not intended to confer rights to any third party under the Contracts (Rights of Third Parties) Act (Cap. 53B).

## **10. CONTACT US**

10.1. If you have any questions regarding the Contest, kindly email us at [marcom@jewelchangiairport.com](mailto:marcom@jewelchangiairport.com). Please state Jewel Photo Contest in the subject field of your correspondence.

(Version Dated 13 April 2020)