

TERMS OF CONTEST

1. Acceptance Of Terms And Conditions

- 1.1 By participating in the "Avengers: Beyond Earth's Mightiest at Jewel Voting contest" (the "**Contest**"), each Participant 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**").
- 1.2 This Contest is organised and administered by Jewel Changi Airport Trustee Pte. Ltd. ("**JCAT**").
- 1.3 The Walt Disney Company (Southeast Asia) Pte. Limited and each of their respective parent, affiliates, and subsidiaries (collectively, "Disney") are not responsible for the promotion, administration or execution of this Contest and/or the delivery of the Prizes, and exclude responsibility and all liabilities arising from the Contest and/or the Prizes.
- 1.4 As a condition of entry into the Contest, each Participant affirms and represents that he/she agrees to be bound in all respects by these Terms and Conditions (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 JCAT, Participants shall submit proof of parental or legal guardian consent for their participation in the Contest.

2. Contest Eligibility Criteria

- 2.1 This Contest is open to participants who (each a "**Participant**" and collectively the "**Participants**"):
 - a. are not persons within the Excluded Categories.

"**Excluded Categories**" refer to:
 - i. Directors and employees of JCAT and any of the subsidiaries, JCAT's appointed agencies, vendors, auditors, including any other persons who are involved in organising, promoting and/or conducting the Contest;
 - ii. Any person who is or becomes insane, deceased, insolvent or is the subject of a criminal investigation, or has criminal proceedings instituted against him/her in any jurisdiction (at the time of entry and/or the draw);
 - iii. Any person whose participation in and/or association with the Contest may cause (in the sole and absolute opinion of JCAT) and/or the Contest, any disrepute, contempt, scandal, ridicule, or cause JCAT and/or the Contest to be perceived unfavourably; and
 - iv. Any other person or class of persons deemed ineligible or notified by JCAT as being ineligible from time to time.
- 2.2 JCAT reserves the right (in its sole and absolute discretion) to determine the eligibility of any person in relation to the Contest, and JCAT may at any time during the Contest disqualify any person from participating in the Contest without providing any reason if it determines that such person does not meet the eligibility criteria above.

3. Contest Mechanics And Conditions Of Participation

- 3.1 The Contest shall commence from 26 May 2023 (0001hrs, Singapore Time) and end on 13 August 2023 (2359hrs, Singapore Time) (the "**Contest Period**").

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3.2 To take part in the Contest, each Participant shall:

- Vote for their favourite avengers on the Jewel subdomain page created for the purpose of this contest (available on the information panels within Shiseido Forest Valley);
- Take a photo with the Avengers-themed photo frame and post it on their Facebook and/ or Instagram;
- Share in the caption why the Avenger that they have voted for is their favourite Super Hero and tag @JewelChangiAirport;
- Set the post and or profile to public so that it is visible to all members of the public;
- Follow Jewel Changi Airport's Facebook and/ or Instagram page;

3.3 Participants must only use his/her own personal Facebook and/or Instagram account and not any other account, including any work or shared Facebook account. JCAT reserves the right to require proof that the Facebook and/ or Instagram account belongs to the Participant.

3.4 Each Participant will be entitled to participate in the Contest once and JCAT shall disregard any duplicate submissions.

3.5 Each Participant represents and warrants that any personal data the Participant discloses to JCAT is complete and accurate. Each Participant shall fully indemnify JCAT against any loss or damage that may result from his or her breach of this clause.

4. Prizes

4.1 The following prizes have been allocated for the Contest (each a "**Prize**", collectively the "**Prizes**"):

Exclusive Marvel Premiums

4.2 Six Participants (Three participants from Facebook and three participants from IG) who provide the most creative answer and satisfy the criteria set out in Clause 3.2 above, will win the Prize. (the "Prize Winner")

4.3 All Prize Winner(s) will be selected **thirty (30) days** following the end of the Contest, or such other later date as may be determined by JCAT and/or notified on its official website.

4.4 All Prize Winner(s) will be notified in writing through Facebook Messenger, to the Facebook account that was used to enter this Contest. The Prize Winners must respond and claim the Prize in writing via Facebook Messenger within **twenty-four (24) hours** from the time/date of the notification, failing which the Prizes shall be treated as unclaimed and shall be deemed forfeited. Prizes must be claimed physically at Jewel Changi Airport and by the date notified by JCAT, which may be changed at JCAT's absolute discretion.

4.5 All Prize Winner(s) shall provide proof of identity and email address as JCAT may reasonably require. In the event that the Prize Winner(s) is unable to provide, he or she shall be deemed to have forfeited the Prize.

4.6 All Prizes are non-transferable, non-refundable and non-exchangeable for cash, credit, goods or benefits-in-kind, unless otherwise stated. There shall be no refund or exchange for any partially used or unused prize. JCAT reserves the right to replace or change the Prizes without prior notice.

4.7 The Prize Winner is responsible for all taxes payable on the Prize (including but not limited to, Goods and Services Tax, Airport Tax, etc.).

4.8 JCAT shall not be liable to compensate any Prize Winner if they are unable to use the Prize, are unable/fail to make bookings via the appointed travel partner and/or agency, or in any event whatsoever. JCAT makes no representation, warranty or undertaking whatsoever as to any implied terms or conditions with respect to any Prize.

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- 4.9 JCAT shall not be responsible for any consequences, including but not limited to loss of life, injury to person and/or damage to property, arising from and/or in connection with the use of the Contest, redemption and/or use of the Prizes.
- 4.10 JCAT reserves the right to deny or claw back any Prize awarded to any Prize Winner should the Prize Winner subsequently be found to be disqualified or ineligible to participate in the Contest. JCAT's determination on all matters relating to the Contest shall be final, conclusive and binding. No correspondence and/or appeals will be entertained.
- 4.11 All Prize Winners whose Prizes have been unclaimed/unredeemed or forfeited hereunder shall not be entitled to any payment or compensation. Failure to respond to any notification from JCAT in relation to any Prize won, to take the necessary steps to claim, redeem and/or book the Prize, or to provide any information or material required for the claim/redemption/collection of any Prize, shall be deemed a failure to claim/redeem such Prize. JCAT reserves the right to select another winner in JCAT's absolute discretion or donate any unclaimed or unredeemed Prizes to charities of its choice.

5. Personal Data & Privacy

- 5.1 By participating in the Contest, you confirm that you consent to the collection, use, processing and disclosure of your data (including personal data) in accordance with Jewel Changi Airport's Privacy Policy, which is available at: <https://www.jewelchangiairport.com/en/privacypolicy.html>). Such personal data includes but is not limited to your full name and email address.
- 5.2 The purposes for which personal data collected by JCAT from you may be used and/or shared with third parties include but are not limited to conducting and administering the Contest and communicating with you in relation to the Contest; facilitating the selection and notification of Prize Winners, promoting and advertising the Prize Winners; matching your personal data collected through the Contest registration page with other data that JCAT holds in its database so as to optimise operations and improve the services offered (such as providing relevant and personalised content) to you via your registered mobile or email address provided; statistical analysis; and for JCAT to fulfil its obligations under these Terms & Conditions. In particular, if you are a Prize Winner, you further and specifically consent to JCAT providing such third party partner all such personal data provided to us so as to facilitate the redemption, contact you for marketing purposes and/or to conduct analysis and research (collectively, the "**Relevant Purposes**").
- 5.3 You represent and warrant that the personal data which you disclose to JCAT during the Contest registration process is true, complete and accurate. JCAT shall not be held liable and shall be fully indemnified by you for any incorrect or inaccurate personal data provided.
- 5.4 If you have opted in for additional marketing and promotional content during the registration process, you hereby 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 Changi Airport and Jewel Changi Airport (collectively the "**Additional Offers**"), via your mobile number or email address provided on the Contest registration page during the registration process. You may at any time, unsubscribe from the Additional Offers by updating your subscription preferences by clicking on "unsubscribe" located at the bottom of the Additional Offers communication. Please note that you will continue to receive Contest Updates even if you have opted out of receiving Additional Offers. If you wish to unsubscribe from Contest Updates, you will have to similarly update your subscription preferences from the Contest Updates communication. However, should you do so, you may not be able to participate in the Contest.

6. LIABILITY AND INDEMNITY

- 6.1 To the fullest extent permitted by law, JCAT shall not be liable in contract, tort (including negligence) or otherwise, for any direct loss, indirect or consequential loss, damage, cost and expense, or loss or profits, arising out of or in connection with the Contest, save and except for any personal injury or death caused by the negligence of JCAT and its employees.

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- 6.2 JCAT shall not be held liable or responsible for any disputes that Winners may have with our Partners or any other third parties, regarding the use of the Prize.
- 6.3 Participants agree that they will indemnify and hold harmless JCAT, and its directors, officers, employees, agents, contractors (each an "Indemnified Party") from and against all claims, demands, chose in action, judgments, suits, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs (calculated on a full indemnity basis and including solicitor and client costs) and all other professional costs and expenses) suffered or incurred by an Indemnified Party arising out of or in connection with their participation in the Contest.

7. GENERAL CONTEST TERMS & CONDITIONS

7.1 JCAT reserves the right to:

- a. Refuse the participation of any person in the Contest and/or disqualify any participant of the Contest for any reason whatsoever, including but not limited to unsafe or unruly behavior that may result in harm or damage to that person or any other persons; and
- b. Change or vary these Terms and Conditions as it deems fit, without prior notice. Should any dispute arise, JCAT's decision on all matters relating to the Contest and these Terms and Conditions is final, conclusive and binding on all participants and no correspondence will be entertained.

7.2 JCAT makes no representation, warranty or undertaking whatsoever as to any implied terms or conditions or as to the accuracy, completeness and timeliness of any content or information regarding the Contest contained on its official website, or on any Contest-related collaterals/materials. All information is accurate at time of print/publishing. JCAT shall not be liable for any dissatisfaction, damages, loss, injury or inconvenience arising from the materials published or printed in relation to the Contest.

7.3 JCAT reserves the right to amend, modify or delete any content and information regarding the Contest on its official website or on Contest-related collaterals/materials; to correct any errors in any notified Contest mechanics, evaluation of the Contest submissions, or Contest results and Winners and to vary or amend these Terms & Conditions at any time, without providing any prior notice. Any such changes shall be effective and binding once it has been updated on JCAT's official website. JCAT accepts no liabilities arising from or in connection with these corrections or amendments, including without limitation any liabilities from the change in the Winners resulting from the correction.

7.4 In the event of any inconsistency between these Terms & Conditions and any other form of publicity collaterals relating to a Contest, these Terms & Conditions shall prevail.

7.5 These Terms & Conditions may be translated into another language other than English. In the event of any inconsistency between the English version and any other translation hereof, the English language version shall prevail.

7.6 All decisions made by JCAT regarding the interpretation and application of these Terms & Conditions or on all matters relating to a Contest shall be final and conclusive in each case.

7.7 All Winners will be selected at JCAT's discretion based on the rules or criteria set for the Contest. JCAT is not obliged to entertain any correspondence relating to the decisions of JCAT.

7.8 JCAT reserves the right to cancel the Contest if circumstances arise outside of its reasonable control.

7.9 Participants acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with the social media site or platform on which it is hosted.

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7.10 These Terms & Conditions are not intended to confer rights to any third party under the Contracts (Rights of Third Parties) Act (Cap. 53B).