

TERMS AND CONDITIONS FOR THE JEWEL FACETS 2021 PHOTO CONTEST

1. ACCEPTANCE OF THE TERMS AND CONDITIONS

- 1.1 This photo contest ("**Contest**") is organised by Jewel Changi Airport Trustee Pte. Ltd. (in its capacity as Trustee-Manager of Jewel Changi Airport Trust) ("**JCAT**") ("**Organiser**").
- 1.2 By participating in the Contest, each Participant (as defined below) confirms that he/she has read, understood, and agrees to be bound by these terms and conditions set out herein, including any other requirements set out in any Contest-related promotional materials, and all amendments, additions, replacements and modifications thereto as may be made from time to time (these "**Terms and Conditions**").
- 1.3 As a condition of participation, each Participant affirms and represents that he/she is at least 18 years of age (as at 6 August 2021) and agrees to be bound in all respects by these Terms and Conditions.

2. PARTICIPATION IN THE CONTEST

- 2.1 The Contest is open to all individuals with local residential addresses (the "**Participant(s)**"), except for individuals belonging to any of the following categories:
 - a. directors and employees of JCAT, the Civil Aviation Authority of Singapore, Changi Airport Group (Singapore) Pte. Ltd. and its subsidiaries, CapitaLand Group, HSBC Bank (Singapore) Limited, The Photographic Society of Singapore, Visual Studio (S) Pte Ltd., and any other persons involved in organising, promoting and/or conducting the Contest;
 - b. immediate family members of persons who fall within the class of persons referred to in Clause 2.1.a above. Immediate family members mean spouses, children, parents, parents-in-law and siblings; and
 - c. any person whose participation in and/or association with the Contest may cause (in the sole and absolute opinion of JCAT) any disrepute, contempt, scandal, ridicule, or cause JCAT and/or the Contest to be perceived unfavourably.
- 2.2 The Organiser reserves the right in its sole discretion and without having to provide a reason, to disallow or disqualify any Participant from participating in the Contest. The Organiser reserves the right to claim against any Participant for any and all losses and damages suffered by the Organiser as a result of such Participant being in breach of Clause 2.1.
- 2.3 The Contest is open for submission of entries from 0001 hours on 6 August 2021 to 2359 hours on 5 September 2021 (all timings in Singapore Time) (the "**Contest Period**"). Entries that are submitted outside of the Contest Period will not be accepted.
- 2.4 A valid entry for the Contest must fulfil the following conditions:
 - (a) The photographs ("**Photographs**") submitted of Jewel must be taken by the Participant;
 - (b) The Participant must upload and post the Photographs onto their Instagram and/or Facebook account (the "**Post**");
 - (c) The Post must tag "@JewelChangiAirport" and include the hashtag "#JewelFacets" in the caption;
 - (d) The Participant's Instagram and/or Facebook accounts must follow the @JewelChangiAirport Instagram and/or Facebook channels;

- (e) Where the submission is made via Instagram, the Participant's Instagram account privacy settings must be set to "public", and where the submission is made via Facebook, the Facebook post must be set to "public";
 - (f) The Participants must also submit their Photographs via email to jewelphotocontest2021@gmail.com by the deadline of the Contest, together with the information below:
 - a. Full Name (as per NRIC);
 - b. Facebook and/or Instagram profile handles on which account was used for the posting of the Photographs; and
 - c. Photographs must be in JPEG format with a minimum resolution of 72dpi and dimensions greater than 3,000 pixel.
- 2.5 Each Participant shall be entitled to submit a maximum of four (4) Photographs. In the event that a Participant submits more than four (4) Photographs entries, the Organisers reserves the right to select up to four (4) Photographs submitted as they deem fit and in their sole discretion.
- 2.6 Each Participant shall only be allowed to win one (1) prize.
- 2.7 Minor edits of the Photographs are allowed, e.g. for brightness and contrast. Participants warrant that the enhancements are made via the use of legally acquired software.
- 2.8 Photographs shall be in colour and shall not include watermarks, borders and/or signatures.
- 2.9 Drawings and/or graphic illustrations and/or additions to the Photographs shall not be accepted as valid entries.
- 2.10 Photographs containing or implying pornographic, slanderous, obscene or vulgar content shall be immediately disqualified.
- 2.11 By submitting a Photograph entry, the Participant agrees to and/or makes the following representations and/or warranties to the Organiser:
 - (a) They are the authorised owner of the Instagram and/or Facebook account(s) used to submit the Photograph;
 - (b) The entry is original and they are the sole owner of the copyright and all other intellectual property rights in the entry;
 - (c) The entry has not been used for commercial purposes, published previously or submitted for other contests, locally or abroad;
 - (d) The copyright and all other intellectual property rights in the entry shall vest solely in the Organiser from the point at which the entry is submitted, without compensation;
 - (e) The Organiser will credit the Participant in any use of the entry, and may disclose their name and particulars of the entry for publicity purposes;
 - (f) If the entry is selected as a winning entry, the Participant agrees to cooperate and participate in publicity activities (including photographs, videos or interviews) if required by the Organiser; and
 - (g) The Participant confirms that they are not in violation of any law or regulations by entering the Contest.
- 2.12 The Organiser will select the shortlisted entries based on its own set of criteria for the Contest.
- 2.13 The result of the contest will be concluded after the following rounds of judging process. This result is final, conclusive, and binding on all participants.
 - a. Selection by a panel of judges appointed by JCAT

b. Voting Process open to all member of the public

- 2.14 The Organiser' decision on all matters pertaining to the Contest (including the selection of winners) is final, conclusive and binding on all participants. No appeal relating to the Contest will be entertained.
- 2.15 The Participants of the shortlisted entries will be notified by email. If the Organiser is unable to contact the participants or the participants do not respond within one week, the Organiser reserves the right to offer the place to another Participant.
- 2.16 The Organiser reserves the right to amend or substitute the contest prize at any time without prior notice. The Organiser assumes no liability or responsibility whatsoever in respect of any defect, deficiency or variation of the prize or any part thereof). If an advertised prize is not available, the Organiser reserves the right to offer an alternative prize without giving notice.
- 2.17 The closing date is as specified, and the Organiser reserves the right to amend the closing date at any time.
- 2.18 The Organiser shall have the right, at its sole discretion and at any time, to change or modify these terms and conditions, such change shall be effective immediately upon posting to this webpage.
- 2.19 The Organiser reserves the right in its sole discretion to cancel the Contest if circumstances arise beyond its control.

3. USAGE OF THE WINNERS' ENTRIES

- 3.1 The Organiser reserves the right to request that the winners submit their original high-resolution photos (in JPEG format with a minimum resolution of 72dpi and dimensions greater than 3,000 pixel) via email for publicity purposes.
- 3.2 Pending the submissions of the high-resolution photos, the Organiser shall be entitled to delay or withhold the prizes from the winners. The Organiser further reserves the right to offer the prize to another Participant if the photos are not submitted within a reasonable time upon request.
- 3.3 By participating in the Contest, the Participants agree to grant the Organiser the exhibition rights and publication rights in print, broadcast, electronic media and to use the photos on their social media channels without any fee payable. Participants further consent to the collection, use and processing of their personal data (such as their names and their social media profile handles) for administering the Contest and for promotional, marketing and publicity purposes relating to the Contest.

4. PERSONAL DATA AND PRIVACY

- 4.1 Participation in the Contest will require the collection, use, processing, and disclosure of your personal data (such as the full name mobile number and contact details during registration). By participating in 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, partners and vendors where required) for the purposes of conducting and administering the Contest; providing and facilitating ancillary services; matching of personal data collected via the Contest with other data that the Organiser have in its database so as to optimise operations and improve the services offered (such as providing relevant and personalised content designed to make the user experience smoother and more enjoyable) via the contact information provided; statistical analysis; improving the products and services

offered and for the Organiser to fulfil its obligations under these Terms and Conditions (collectively the "**Relevant Purposes**"), in accordance with the Personal Data Protection Act 2012, all applicable privacy laws and JCAT's Privacy Policy, which is available at: <https://www.jewelchangiairport.com/en/privacypolicy.html>.

- 4.2 Participants represent and warrant that their personal data disclosed to the Organiser is complete and accurate. Participants agree that the Organiser shall not be held liable and Participants shall fully indemnify the Organiser 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 Organiser. Such Participant shall indemnify the Organiser for any losses or damages suffered by the Organiser as a result of any unauthorised disclosure of personal data of such third parties by the Participants.
- 4.3 To promote and advertise the Contest, the Organiser reserves 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 Organiser's use of such images, films, or recordings for creating marketing and publicity materials for public transmission.

5. LIABILITY AND INDEMNITY

- 5.1 The Organiser makes no representations, warranties, or undertakings whatsoever as to any implied terms or conditions with respect to the Contest.
- 5.2 To the fullest extent permitted by law, the Organiser shall not be liable to any Participant for any damages, losses, costs or expenses or liabilities suffered or incurred by the Participant arising out of or in connection with his or her participation in the Contest.
- 5.3 The Participant (including his or her heirs, parents, legal guardians, executor and/or administrators) shall defend and hold the Organiser, its officers, employees, vendors and agents 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 Organiser, its officers, employees, vendors or agents, may suffer or incur by, from or in connection with the Participant's participation in the Contest.
- 5.4 The Participant (including his or her heirs, parents, legal guardians, executor and/or administrators) further agrees to indemnify the Organiser for any and all damages, losses, costs (including legal costs on a full indemnity basis and/or reasonable solicitor's fees) and any expenses of any nature arising from the Participant's breach of any of the representation and/or warranties, in particular Clause 2.11 above.
- 5.5 In the event of any inconsistency between these Terms and Conditions with any other terms and conditions found in any form of publicity collaterals relating to the Contest, these Terms and Conditions shall prevail.
- 5.6 The Contest and these Terms and Conditions are governed by the laws of the Republic of Singapore and all Participants 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.
- 5.7 These Terms and Conditions are not intended to confer rights to any third party under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any provision of these Terms and Conditions, and the operation of the said Act is hereby excluded.