

SAFRA CREATOR OF THE YEAR 2024

BREATHE LIFE, LIVE NATURE, FORGE BONDS

Terms and Conditions

1. General

- a) The SAFRA Creator Of the Year 2024, hereby referred to as The Competition, is organised in accordance to the terms and conditions of SAFRA, hereby referred to as The Organiser.
- b) The Organiser reserve the right to amend the terms and conditions without prior notification.
- c) The Organiser reserve the right to cancel or postpone the event without any prior notification, in which case, the fees are non-refundable.
- d) By registering for The Competition, you confirm that:
 - i. The information provided by you is true and correct,
 - ii. You consent to SAFRA's collection, use and disclosure of your personal data for the purposes of organising and managing The Competition (including but not limited to contacting you via email and short message service (SMS) on the Competition and transmitting your personal data to third parties engaged or working in collaboration with SAFRA such as the judges) and for other applicable purposes as set out in SAFRA's Privacy Policy (<https://www.safra.sg/privacy-policy>), as amended from time to time, which outlines how SAFRA manages your personal data in accordance with the Personal Data Protection Act 2012;
 - iii. Where Personal Data of any third party is provided by you, you have obtained the consent of the third party to SAFRA's collection, use and/or disclosure of those Personal Data.
 - iv. You are solely responsible for the personal data that you provide or disseminate, notwithstanding that the dissemination is via third party platforms, including but not limited to SAFRA's Facebook page and Piufoto, and your personal data may also be subjected to the personal data policies of such third party platforms.
- e) Registration for The Competition will be made via [m.SAFRA.sg](https://www.safra.sg), SAFRA mobile app or any SAFRA Club Concierge counter, while the submission of your photo and video will be via Piufoto. By registering for The Competition, you will be required to provide your personal data for an account creation with Piufoto via their platform. You are solely responsible for the personal data that you provide or disseminate to Piufoto, and your personal data shall be subjected to their personal

data policies. Your account and its personal data will be retained by Piufoto after the Competition if you do not request them to delete your account after the Competition.

f) By registering for The Competition, you agree to abide and be bound by the SAFRA Creator Of the Year 2024's Terms and Conditions and agree to undertake to settle all debts incurred arising from the SAFRA Creator Of the Year 2024 and any of the SAFRA activities participated by you and/or any of your family members, including membership fees incurred by your spouse/child/children.

2.Registration

- a) Registration will be on a first come first serve basis.
- b) Fees stated in the <https://www.safra.sg/whats-on/safra-creator-of-the-year-2024> are inclusive of 9% GST. All payments are to be made prior to participating in the contest.
- c) Withdrawal / Cancellation: No refunds shall be given if the participant wished to withdraw from the competition for any reason. No refunds shall be given or make-up session conducted if the participant misses the session for any reason.
- d) The content creation competition is open to all Singapore Citizens and Permanent Residents residing in Singapore.
- e) SAFRA employees, permanent or temporary, are not qualified to participate in the competition.
- f) Participants are limited to submitting one photo and one video per specified theme. Any additional submissions beyond this limit will result in disqualification, and appeals will not be considered.
- g) The timestamp for all entries must be after **Saturday, 9th March 2024, 0900 hours**. All entries EXIF (Exchangeable Image File Format) data will be subjected to checks to ensure the fairness of the competition.
- h) Participants must capture photographs or videos in an ethical manner, avoiding any actions that may cause damage or pollution to the chosen venue. Any deliberate non-compliance will be addressed by the authorities.
- i) The competition entries submitted must not, in the sole and unfettered discretion of the Organiser, contain obscene, provocative, defamatory, sexually explicit, or otherwise objectionable or inappropriate content.

- j) Only minor burning, dodging, removal of sensor dust spots, brightness adjustment, contrast adjustment, colour correction, and/or cropping etc. is acceptable. Any changes to the original photograph that distort the true nature of the photos are unacceptable and will render the set of photographs disqualified.
- k) The registration deadline is **Sunday, 3rd March 2024, 2359 hours**.
- l) The Organiser reserves the right to reject / disqualify competition entries that are not complying to the submission criteria.

3. Copyright & Intellectual Property

- a) By virtue of submitting an entry, the entrant certifies the work as his own. RAW or original file must be submitted upon request by the organiser.
- b) By participating in the competition, the participant permits the organiser to reproduce all or part of the entered material free of charge for publication, publicity and marketing, and/or display in media and exhibitions related to competition. Where any image is so used by the organiser, the participant will be acknowledged accordingly.
- c) Watermarks are not acceptable. The entry will be disqualified.

4. Prizes

- a) Prizes are non-transferrable and non-exchangeable for cash or in-kind.
- b) The Organiser reserves the rights to amend, change, omit and/or replace the competition prizes and/or modify the rules and regulations of the competition as and when necessary, without prior notice.
- c) The Organiser shall not be liable for any fault with any of the prizes and any issues or queries relating to the condition of the prizes should be referred to the manufacturer/supplier of the prizes.

5. Judging Criteria

- a) The entries will be selected by a panel of judges and their decision is final. No disputes or correspondence pertaining to the selection process and decision will be entertained.

- b) Winners will be selected through judging by a panel of judges based on:
 - i. Artistic value
 - ii. Photographic skills/techniques
 - iii. Creativity
 - iv. Content relevancy
 - v. Aesthetics
- c) The Organiser, upon receiving the required information, may verify that the shortlisted winner fulfils the criteria set forth in Eligibility. The Organiser reserves the right to void the shortlisted winner if the criteria of eligibility cannot be proven beyond doubts. This include participants who submitted invalid or incorrect information.
- d) SAFRA reserves the right to alter or terminate the Competition at its own discretion.

6. USE OF PERSONAL DATA

- a) By participating in this Competition, you consent to SAFRA's collection of your personal data in order to conduct the Competition and agree that SAFRA may, for this purpose, collect, use and/or disclose your personal data in accordance with these Terms and Conditions and SAFRA's Privacy Policy at, <https://www.safra.sg/privacy-policy>.
- b) You are solely responsible for the personal data that you provide or disseminate, notwithstanding that the dissemination is via third party platforms managed by SAFRA including but not limited to SAFRA Punggol's Facebook page, SAFRA Punggol Instagram page and Piufoto, and your personal data may also be subject to the personal data policies of such third party platforms.
- c) With respect to your information, you warrant and represent to SAFRA that any information provided by you which will include your personal data (or any materials contained therein): (i) shall not be false, inaccurate, or misleading; (ii) shall not be fraudulent, inaccurate, incorrect, or untrue; (iii) shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (iv) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (v) shall not be defamatory, libellous, offensive, unlawfully threatening, or unlawfully harassing; (vi) shall not be obscene or contain child pornography or anything adult in nature or harmful to minors; (vii) shall not contain any viruses, Trojan horses, worms, time bombs, cancellous, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (viii) shall not create liability for SAFRA or cause SAFRA to lose (in whole or in part) the services of SAFRA's ISPs or other suppliers; (ix) shall not contain materials that are religious and political. Furthermore, you

may not submit any information (including your personal data) on the SAFRA Website or SAFRA's Facebook Page that could cause SAFRA to violate any applicable law, statute, ordinance, or regulation.

- d) You hereby grant SAFRA a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and to exercise the copyright and publicity rights you have in your information and materials submitted by you for the Competition (the submission), in any media now known or not currently known, with respect to your information.
- e) You shall not assume a false identity or the identity of any other party or transmit libellous, harassing, vulgar, or otherwise objectionable messages; or post materials subject to copyright or other intellectual property rights claimed by any third party.
- f) By entering the Competition, you will be responsible for initiating and overseeing any photo or video recording activities, you hereby acknowledge and accept full personal liability for ensuring that explicit consent is obtained from all subjects/persons/people involved, in accordance with the requirements of the Personal Data Protection Act (PDPA).
- g) You understand that failure to seek appropriate consent for any photo or video recording may result in legal consequences, and you accept full responsibility for any such consequences imposed by law.
- h) SAFRA is not liable for any incidents, claims, or legal actions arising from your failure to obtain proper consent for photo or video recording activities. You understand that SAFRA disclaims any liability in relation to such activities and their outcomes.
- i) By participating in any photo or video recording activities under your direction or supervision, all subjects/persons/people involved are deemed to have agreed to this privacy clause and to waive any claims against SAFRA arising from the recording activities.

6. Coverage

- a) Each participant, in participating in the Competition: (i) agrees to take part in any and all marketing, promotional, publicity exercises with respect to the Competition; (ii) agrees for SAFRA to use his/her name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this Competition and/or SAFRA products; and (iii) grants to SAFRA all consents and waivers necessary hereunder, including in

respect of any promotional photographs and/or audio/ video recordings taken in respect of the Competition.

- b) Each participant agrees that SAFRA shall be at liberty to publish, promote, copy reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use his/her particulars (including any publicly available Instagram or Facebook profile photo and details) and/or the submissions (or any part thereof): (i) in connection with the Competition and/or SAFRA products; (ii) for the promotion and publicity of SAFRA events and/or SAFRA products; (iii) in any manner, format or media whether now known or hereinafter created, and in any part of the world, including without limitation on online platforms such as Facebook, Instagram, Twitter, and YouTube; (iv) at SAFRA's sole and absolute discretion; and (v) royalty-free and without any obligation of attribution or consent.
- c) For the avoidance of doubt, SAFRA expressly reserves the right to adapt, edit and/or modify each submission to include any logo, branding, name, mark, product image in respect of any submissions or such derivative work thereof, for any promotional or marketing purposes of SAFRA branding and/or products.

7. LIABILITIES

- a) The verification email (the Email) is available on an “as is where is” basis.
- b) SAFRA does not warrant that the Email will be uninterrupted or error-free. There may be delays, omissions, interruptions and inaccuracies in the news, information or other materials available. SAFRA shall not be responsible for the availability or content of other services that may be linked to the Email.
- c) SAFRA does not make any warranties, express or implied, including without limitation, those of merchantability and fitness for a particular purpose, with respect to the Email or any information or goods that are available or advertised or sold through the Email.
- d) SAFRA does not make any representations, nor does SAFRA endorse the accuracy, completeness, timeliness, or reliability of any advice, opinion, statement or other material or database displayed, uploaded, distributed, or available through links in the Email.
- e) SAFRA, its employees, subsidiaries, affiliates, associates, and related corporations make no warranty and hereby disclaim all and any warranty, express or implied (to the extent permitted by law) (i) in respect of the use, security, accuracy, reliability, timeliness, non-infringement, satisfactory quality; (ii) in respect of harm arising from downloading or accessing any information or material through the “Site” or SAFRA’s Main Facebook Page, including without limitation, harm caused by viruses or similar contamination or destructive features, whether or not known; (iii) that the content and any functions associated therewith will be uninterrupted or error-free or that the

“Site” or SAFRA’s Main Facebook Page and its server will be free of all viruses and/or other harmful elements.

- f) In no event shall SAFRA, its employees, subsidiaries, affiliates, associates, and related corporations be liable to you and/or to any party for any damages, expenses, claims, costs or losses of any kind, including without limitation, incidental, indirect, consequential, special, punitive, or exemplary damages of any kind, including lost revenues or profits, loss of business or loss of data, (other than for death or personal injury resulting directly from your use of the Email caused in whole by SAFRA’s negligence) arising out of any legal claim (whether in contract, tort, or otherwise), your use of or inability to use the Email, the content of the hyperlinks, including but without limitations, special, incidental, indirect, or consequential damages. Any claim against SAFRA shall be limited to the amount you paid, if any, for use of the Email.
- g) SAFRA is not responsible for any safe custody, return, non-delivery, late, misdirected, problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software failure encountered during the avatar creation process on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to the participant’s or any other person’s computer or mobile telephone related to or resulting from your participation in the Competition.
- h) SAFRA cannot accept any responsibility for any damage, loss, injury, or disappointment suffered by any participant for their involvement in the Competition and/or accepting any prize(s).
- i) By participating in the Competition and/or accepting the prize(s), each participant agrees that no claim relating to such losses or injuries (including special, indirect, and consequential losses) shall be asserted against SAFRA, its affiliates, directors, officers, employees, or partners from any and all losses, damages, rights, claims, and actions of any kind resulting in relation to the Email and/or acceptance of any prize(s), including without limitation, personal injuries, death, and property damage.
- j) Except where expressly provided herein, each participant shall bear his/her own costs and expenses incurred and/or arising from his/her participation in the Competition, and no reimbursement may be sought from SAFRA.
- k) Each participant shall not, without the prior written approval of SAFRA, speak to the press or any other media, or give any interviews or comments relating to the Competition and/or SAFRA.
- l) You agree to defend and hold SAFRA, its affiliates, and related corporations from and against all claims, losses, damages, costs and expenses, including legal fees on an indemnity basis, arising out of your use of the “Site” or SAFRA’s Main Facebook Page or any breach of these Terms and Conditions. In addition, SAFRA may use whatever Information that is available about you to stop any such breach or any unlawful or inappropriate use of the Email

and/or the Competition, including informing any third-party SAFRA deems appropriate of such breach or use and/or disclosing Your Information to such third-party.

- m) The organiser reserves the rights to amend the prizes, rules and conditions as and when deem necessary.
- n) By entering the competition, the participants give consent to be interviewed by the media, official magazine and / or SAFRA.
- o) By entering the competition, you will be responsible for initiating and overseeing any photo or video recording activities, you hereby acknowledge and accept full personal liability for ensuring that explicit consent is obtained from all subjects/persons/people involved, in accordance with the requirements of the Personal Data Protection Act (PDPA).

8. NOTICE

- a) The decision of SAFRA on all matters pertaining to the Competition (including any dispute arising from the Email or interpretation of these Terms and Conditions) shall be final and binding on all parties. No correspondence or further claims shall be entertained.
- b) You hereby agree and acknowledge: (i) that all electronic communications made pursuant to the use of the Email and/or participation in the Competition shall be given legal effect, validity, and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document; (ii) not to competition the legally binding nature, validity, or enforceability of any transaction on the Email on the ground that it was entered into electronically.

9. GOVERNING LAWS

- a) These Terms and Conditions shall be governed and construed in accordance with the laws of Singapore, and you acknowledge and agree that by using any of the Services herein or the "Site" or SAFRA's Main Facebook and Instagram Page you irrevocably submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.