

# SAFRA PUNGGOL FOODTASTIC TRAVELS: JAPAN FACEBOOK CONTEST TERMS & CONDITIONS

1. **Organiser.** SAFRA Punggol Foodtastic Travels: Japan Facebook Contest (the Contest) is organised by SAFRA National Service Association.
  
2. **Agreement to Terms.** By Like, Share and Comment in the live video on Tue, 19 October about what they like about Foodtastic Travels: Japan as a submission (the Submission) to the contest, each participant agrees to be bounded by these Terms and Conditions, including consent to SAFRA's collection of your personal data in order to conduct the Contest 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>. All rules and regulations and instructions issued by SAFRA from time to time will be deemed incorporated in these Terms and Conditions. SAFRA reserves the right to amend the Terms and Conditions of the Contest, at any time, without prior notice.
  
3. **Eligibility:**
  - a) The Contest is open to SAFRA members.
  - b) No purchase of any product or service is required.
  - c) SAFRA staff, permanent or temporary, are not qualified to participate in the Contest.
  
4. **How to Join:**
  - a) Participants have to be a valid SAFRA Member.
  - b) Participants have to Like, Share and Comment in the live video on Tue, 19 Oct about what they like about Foodtastic Travels: Japan in the comments of the Contest post on SAFRA Punggol Facebook Page to be eligible.
  - c) All Facebook profiles must be publicly viewable.
  - d) The Contest will run from 19 to 24 Oct 2021 at 2359hrs. Winners will be shortlisted and informed by 26 Oct 2021.
  - e) There will be 5 winners for this contest.
  - f) Each winner will be awarded with \$30 Hei Sushi & \$30 Sushiro voucher. \$30 Hei Sushi & \$30 Sushiro voucher are not exchangeable for cash or in kind and are to be collected at the SAFRA Punggol Concierge.
  - g) All applications submitted after the specified date, or submitted through any other means other than as specified above, will not be eligible for the Contest. Any correspondence on missing and/or delayed submissions shall not be entertained.

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### **5. Contest and Prizes:**

- a) A winner will be randomly selected from those who submit a correct entry under the comments section of the Facebook post.
- b) The shortlisted winner will be contacted by the Organiser via Facebook private message and provided with an email address (the Email) that they need to send their contact details to for verification and prize collection purposes. The shortlisted winner must respond within the time frame stated in the message.
- c) If the shortlisted winner does not respond in time or provide incomplete information as required in the message, SAFRA reserves the right to forfeit the prize and contact the next shortlisted winner.
- d) The Organiser, upon receiving the required information, may verify that the shortlisted winner fulfils the criteria set forth in (3) Eligibility. The Organiser reserves the right to void the shortlisted winner if the criteria of eligibility cannot be proven beyond doubt. This include participants who submitted invalid or incorrect information.
- e) Upon confirmation of eligibility, the Organiser will inform the winner on the details of prize collection. The shortlisted winner must respond within the time frame stated in the message and confirm the intent to collect the prize.
- f) The winner may assign a proxy to collect on behalf by informing the Organiser. The Organiser will provide the Letter of Authorisation (LOA) form for the winner and proxy to provide their details and signatory accordingly.
- g) All prizes are non-transferable and non-exchangeable for cash or other items and may be subject to availability. SAFRA reserves the right to replace any prize with items of similar value without prior notice.
- h) The selected winner will be notified to collect the prize from at a given venue, date and time. SAFRA is unable to accede to other collection means or request.
- i) Valid NRIC must be presented for sighting and verification purposes only.
- j) In the event that any winning participant is disqualified, SAFRA may, at its own discretion, select another winner.
- k) SAFRA reserves the right to alter or terminate the Contest at its own discretion.

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### 6. Use of Personal Data:

- a) By participating in this Contest, you consent to SAFRA's collection of your personal data in order to conduct the Contest 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 Facebook page, 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 Punggol 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 Contest (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.

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### **7. Coverage:**

- a) Each participant, in participating in the Contest: (i) agrees to take part in any and all marketing, promotional, publicity exercises with respect to the Contest; (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 Contest 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 Contest.
- 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 Contest 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.

### **8. 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.

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- 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 Punggol 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 Punggol 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 on-line 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 Contest
- h) SAFRA cannot accept any responsibility for any damage, loss, injury, or disappointment suffered by any participant for their involvement in the Contest and/or accepting any prize(s).
- i) By participating in the Contest 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.

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- 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 Contest, 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 Contest 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 Punggol 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 Contest, including informing any third-party SAFRA deems appropriate of such breach or use and/or disclosing Your Information to such third-party.
- 9. Severability.** If any of these Terms and Conditions is held to be invalid or unenforceable, such term shall be struck out and the remaining terms shall be enforced. Any failure to act by SAFRA with respect to any breach by you or others of any of the provisions of these Terms and Conditions does not waive SAFRA's right to act with respect to subsequent or similar breaches.

### **10. Notice:**

- a) The decision of SAFRA on all matters pertaining to the Contest (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 Contest 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 contest the legally binding nature, validity, or enforceability of any transaction on the Email on the ground that it was entered into electronically.

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**11. Governing Laws.** 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 Punggol Facebook Page you irrevocably submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.