

FWD May 2022 Instagram Contest Terms and Conditions (the "Terms and Conditions")

- A. How to Participate?
- This FWD May 2022 Instagram Contest (the "Contest") is organised by FWD Singapore Pte. Ltd. ("FWD").
- Participate in the Contest from 6 to 13 May 2022 (both dates inclusive) and stand a chance to win a S\$200 Klook e-gift card or S\$50 worth of Takashimaya Department Store Vouchers.
- To participate, publish a photograph in accordance with the Contest instructions on your Facebook account, and set the visibility of the post to "Public". Please note that you must have obtained approval from each and every individual in the photograph before your participation and submission to FWD.
- Each person is only allowed to submit one (1) entry. FWD employees and persons under 18 years of age are not allowed to participate in this Contest.
- All entries which are incomplete, inaccurate or unclear will be disqualified.
- B. The Prizes
- Each selected Winner (as defined below) will stand a chance to win <u>one (1)</u> of the following prizes (each a "Prize", and collectively the "Prizes"):

S/N	Quantity	Prize
1	1	Klook e-gift card with a monetary value of S\$200
2	10	S\$50 worth of Takashimaya Department Store Vouchers

- Each Prize is non-transferable and is not exchangeable for cash, credit or any other item in part or in whole and is not replaceable if lost or stolen. FWD reserves the right to replace the Prizes with items of similar or other value at its absolute discretion, at any time without prior notice.
- FWD is not an agent or supplier of the Prizes, and makes no representation or warranty whatsoever as to the quality or fitness for purpose or any other implied terms or conditions with respect to the Prizes. Any dispute arising out of or in connection with the Prizes must be resolved directly with the relevant supplier.



- Use of the Prizes is subject to separate terms and conditions issued by Klook and Takashimaya Department Store, respectively.
- C. Winners, Consents and Prize Collection
- FWD will select eleven (11) winners for this Contest (the "Winners").
- FWD's internal judging panel shall determine the Contest Winners at its sole discretion and FWD shall make the final decision pertaining to any dispute on selection of the Winners. Any appeals made will not be entertained.
- The Winners will be announced on FWD Singapore's Facebook page and the Winners will also be notified by FWD about their win and Prize won through Facebook Messenger on 22 May 2022.
- FWD will require each Winner to provide a written response on Instagram Direct Message before awarding the relevant Prize. The written response shall acknowledge their agreement with the Terms and Conditions, and set out a valid residential address, phone number and/or email address. The onus is on each Winner to ensure that the details provided to FWD are accurate. FWD reserves the right to withhold award of a Prize pending verification of a Winner's compliance with the Terms and Conditions of this Contest.
- By providing such written response on Instagram Direct Message, the Winner shall be deemed to confirm and agree that:
 - he/she will not receive any compensation or payments for FWD's use of the submitted photographs in any promotional and advertising, activities and/or purposes on FWD's Broadcasting Platform (as defined below);
 - he/she has obtained all necessary consents, approvals and authorisations from each individual in the photograph, and he/she is not prohibited or restricted in any way by any prior or existing restriction, contractual arrangement or engagement from submission and use of the photograph(s); and
 - his/her participation and submission of any photograph(s) is completely voluntary.

"FWD's Broadcasting Platform" shall mean online promotional, advertising, publication and/or other and marketing activities or purposes, including but not limited to FWD's Instagram Account, Facebook page and FWD website and e-mail.

• By providing such written response on Instagram Direct Message, the Winner shall further be deemed to consent and agree that FWD, or such persons authorised by FWD, may do the following:



- collect, use and disclose (collectively, "Process") his/her personal data collected for the selection of submitted photographs, including but not limited to his/her name, age, occupation, personal image and likeness (collectively, "Personal Data"); and
- unless otherwise separately agreed to in writing, photographs selected by FWD including any Personal Data Processed, may be used for promotional, advertising, publication, and/or other marketing activities or purposes, on FWD's Broadcasting Platform as FWD deems fit without any payment and/or compensation; and
- edit, alter, copy or distribute the photographs for promotional, advertising, publication, and/or other marketing activities or purposes on FWD's Broadcasting Platform.

Each Winner may choose to withdraw his/her consent for any submitted photograph(s) and/or FWD's processing of his/her Personal Data at any time, by writing to FWD at contact.sg@fwd.com.

- FWD shall not be responsible or liable for any injury, loss or damage suffered or incurred by the Winner as a result of or in connection with his/her submission of photographs, publication and promotion or advertising of the photographs, including but not limited to any Personal Data.
- In the event that a Winner (i) fails to respond to FWD with their valid residential address and/or e-mail address, and phone number by 27 May 2022; or (ii) has breached any Terms and Conditions; or (iii) his/her entry is invalid for whatever reason, his/her Prize will be forfeited and FWD will be entitled to select another Winner in his/her place.
- In respect of each Winner, FWD will either:
 - deliver the Prize to the Winner's residential address via courier, and the recipient will be required to acknowledge receipt by furnishing a signed delivery receipt; or
 - \circ $\,$ email the Prize to the e-mail address provided by the Winner.
- Winners who do not receive the Prize must inform FWD by way of Facebook Messenger by 30 May 2022 or will otherwise be deemed to have received their Prize.
- If FWD discovers at any time that a Winner is not entitled or eligible to submit the photographs, FWD may in its sole discretion forfeit the Prize or reclaim the monetary value equivalent of the Prize from the Winner.



- D. Warranties and Other Terms
- By participating in this Contest, you agree to grant and authorise FWD (i) the right to collect, use, process and disclose your name, telephone number, residential and/or e-mail address (where applicable), and other personal details for the purpose of administration in relation to the Contest; and (ii) the right to publish your photos, names, age, profiles and any other personal data or information for the purpose of advertising and marketing in any medium without any prior notice; and (iii) for any and all purposes set out in the Personal Data Protection Policy of FWD: https://www.fwd.com.sg/corporate/privacy-policy.html.
- FWD reserves the right to revise any of the terms under these Terms and Conditions, or withdraw or alter any part of this Contest at any time without prior notice and/or assuming any liability to any participant, and FWD shall not be liable to pay any compensation or enter into any correspondence in connection with the same.
- By taking part in this Contest, you agree to these Terms and Conditions and accept that FWD's decision on all matters relating to the Contest is final and binding on you. In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to the Contest, these Terms and Conditions will prevail.
- By taking part in this Contest, you acknowledge and agree that FWD shall be excluded from all liability for any losses and expenses of whatever nature and howsoever arising under and in connection with the Contest.
- You may choose to withdraw your consent for any submitted and/or selected comment(s) and/or our use of your personal data at any time. Should you wish to opt out of this consent, you must do so by writing to us at, contact.sg@fwd.com.
- A person who does not participate in the Contest shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these Terms and Conditions.
- These Terms and Conditions of the Contest will be governed by and construed in accordance with the laws of the Republic of Singapore and you agree to submit to the jurisdiction of the Courts of the Republic of Singapore.
- The information set out in these Terms and Conditions is correct as at 12 April 2022.