

# Monster Jam® Online Instagram Contest

## TERMS AND CONDITIONS

1. **Organiser.** Monster Jam® Online Instagram Contest (the Contest) is organised by SAFRA National Service Association.
2. **Agreement to Terms.** By posting a comment, photo or both, each participant agrees to be bounded by these Terms and Conditions 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 only.
  - b) No purchase of any product or service is required.
  - c) SAFRA staffs, permanent or temporary, are not qualified to participate in the Contest.
4. **How to Join:**
  - a) Participants have to post a photo with either the inflatable Grave Digger or the actual Megalodon Truck.
  - b) Participants have to upload the photo and use the hashtags #Monster Jam and #SAFRAToaPayoh.
  - c) Participants have to Follow our Instagram @SAFRAToaPayoh and tag us in the photo taken.
  - d) All Instagram posts must be publicly viewable.
  - e) Submissions that are found to be duplicates of an individual's and/or another person's submission will be disqualified at the discretion of SAFRA
  - f) The Contest will run from 11 Nov 2019, 6pm to 3 Dec 2019, 5pm.
  - g) There will be 3 winners in total.
  - h) The winners will each win 4 front row Monster Jam tickets.
  - i) 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
5. **Contest and Prizes:**
  - a) All submissions will be reviewed by SAFRA's panel of judges.
  - b) A total of 3 entries will be contacted by the Contest organising team via instagram private message.
  - c) A verification email (the Email) stating that the participant has won, along with collection details of the prize, will be sent to the 3 selected participants. The participant is required to

respond by the stated time in the Email.

- d) If the selected participant does not respond in time as stated in the Email, SAFRA reserves the right to forfeit the prize.
- e) 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.
- f) SAFRA reserves the right to disqualify any winning participant who does not meet these Terms and Conditions. These include participants who submitted invalid or incorrect information.
- g) The selected participant will collect the prizes from SAFRA Toa Payoh Customer Service Counter.
- h) Valid membership ID must be presented for sighting and verification purposes.
- i) In the event that any winning participant is disqualified, SAFRA may, at its own discretion, select another winner.
- j) SAFRA reserves the right to alter or terminate the Contest at its own discretion.

**6. Use of Personal Information:**

- a) By participating in this contest, you consent to SAFRA's collection of your information in order to conduct the Contest and may, for this purpose, use and/or disclose your information in accordance with these Terms and Conditions and SAFRA's Privacy Policy at, <http://www.safra.sg/General/Privacy-Policy.aspx>.
- b) You are solely responsible for your information, and SAFRA acts as a passive conduit for your online distribution and publication of your information.
- c) With respect to your information: your information (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 of your information on the SAFRA Website, (the "Site") or SAFRA's Main 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, 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 some other member 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.

**7. Coverage:**

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

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's Main Facebook Page you irrevocably submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.