

## TERMS AND CONDITIONS

### NMS NOW BOARDING SPECIAL ACTIVATION: NMS SORBET FLAVOUR GUESSING CONTEST

#### Acceptance of Terms and Conditions

1. The “NMS Sorbet Flavour Guessing Contest” (“**Contest**”) is organised by the National Heritage Board (“**Organiser**”), in conjunction with the “NMS Now Boarding Special Activation” (“**Special Activation 2023**”) at the National Museum of Singapore.
2. By participating in this Contest, you confirm that you have read, understood and agree to be bound by these terms and conditions, including any amendments thereto (“**T&Cs**”).
3. The Organiser reserves the right to amend the T&Cs from time to time, and modify, cancel or suspend the Contest at its sole discretion at any time. Notice of any such amendments, cancellations or suspensions will be posted on the following website: <https://www.nhb.gov.sg/nationalmuseum/our-exhibitions/exhibition-list/now-boarding>.

#### Eligibility

4. The Contest is open to persons who are:
  - (a) Singapore citizens or Permanent Residents;
  - (b) residing in Singapore;
  - (c) above 18 years of age, or if below 18 years of age have obtained consent from his/her parent or legal guardian to enter this Contest and to be bound in all respects by the T&Cs. Participants must submit proof of such parental or guardian consent, if required by the Organiser; and
  - (d) who are not employees of the Organiser or the immediate family members of such employees.

#### Contest Mechanics

5. The Contest is open for submission of entries from **7 October 2023, 1300h to 8 October 2023, 2200h** (Singapore Time) (“**Contest Period**”).
6. To participate in the Contest, you must scan the QR code found at the Special Activation 2023 booth found at L2 Glass Atrium and make your best guess of the mystery NMS sorbet flavour and submit your entry via the Contest form (“**Form**”).
7. You may submit your entry multiple times, but can win only one (1) prize.
8. Entries must be submitted within the Contest Period. Entries submitted after 8 October 2023, 2200h will not be accepted. Winners will be drawn on **11 October 2023**.
9. By submitting an entry which includes reference to any work (e.g. photographs, written works or drawings) featured in the entry –
  - (a) you shall agree to allow Organiser to contact you via the email address which you had provided should you be one of the winners to this Contest.

- (b) you represent and warrant that you are the authorised account owner of the email address provided in the Form;
- (c) you represent and warrant that the entry is original and you are the sole owner of the copyright and all other intellectual property rights in the entry;
- (d) you represent and warrant that the entry has not been used for commercial purposes, published previously or submitted for other contests, locally or abroad;
- (e) you agree that 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;
- (f) you agree that the Organiser will credit you in any use of the entry, and may disclose your name and particulars of the entry for publicity purposes;
- (g) if you are selected as one of the winners for the Contest, you agree to cooperate and participate in publicity activities (including photographs, videos or interviews) if required by the Organiser; and
- (h) you confirm that you are not in violation of any laws or regulations by entering the Contest.

### **Selection of Winners and Prizes**

- 10. The Organiser reserves the right to disqualify any entry which does not comply with the T&Cs or is deemed to be of poor quality, incomplete, illegible, incomprehensible, fraudulent, misleading, deceptive, defamatory or otherwise inappropriate in the sole and absolute opinion of the Organiser.
- 11. All decisions by the Organiser relating to the Contest are final. The Organiser is not obliged to provide reasons concerning the selection of the winning entries or entertain any appeals whatsoever.
- 12. The Organiser will select up to 5 winning entries with acceptable answers at random for the following prizes:
  - (a) One (1) \$20 Kind Kones gift voucher, subject to the company's terms and conditions (as indicated on the gift voucher)
- 13. Winners will be notified by email which will provide instructions on prize collection.
- 14. If any winner cannot be contacted by the Organiser or does not respond to the notification by the Organiser within 72 hours, the Organiser reserves the right to select a replacement winner or forfeit the prize, and the originally selected winner shall not be entitled to any payment or compensation from the Organiser.
- 15. Prizes must be claimed personally by the winners with proof of identification. If any winner is unable to collect his/her prize personally, he/she must produce a signed letter authorising a proxy to collect on his/her behalf, in such format as may be specified by the Organiser.
- 16. Prizes are non-negotiable, non-transferable, non-refundable and cannot be exchanged for cash. Unless otherwise stated, the winner is solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred in relation to the acceptance of the prize.
- 17. The Organiser makes no warranties, representations or guarantees either expressed or implied regarding any prize, including but not limited to any warranty of merchantability or fitness for a particular purpose.

18. The Organiser reserves the right to disqualify any entry, forfeit and/or reclaim any prize at any time if the Organiser deems that there has been a breach of the T&Cs by any winner, whether discovered during or after the Contest Period.
19. The Organiser may in its sole and absolute discretion substitute, withdraw and/or cancel any prizes or make changes to the value and/or number of prizes at any time without prior notice. The Organiser is not obliged to provide reasons and shall not be liable for any payment or compensation to any person due to such changes.

### **Liability and Indemnity**

20. To the fullest extent permissible under law, the Organiser shall not be liable for any loss, damage, liability, injury or costs and expenses relating to any person's participation in any Contest, including but not limited to any changes to the prizes, disqualification of entries, any winner's acceptance and use of his/her prize and any delay, cancellation, failure or omission on the Organiser's part to carry out the Contest whether due to force majeure events or otherwise.
21. You agree to indemnify the Organiser and hold the Organiser harmless from and against all liabilities, losses, damages, proceedings, suits, actions, claims and demands, costs (including legal costs on a full indemnity basis) and expenses whatsoever suffered or incurred by the Organiser relating to or arising from or in connection with any breach of the T&Cs by you.

### **Personal Information**

22. You agree that the Organiser may collect, use and disclose your personal data (including but not limited to your name, email address and contact number) as provided to the Organiser for (a) the purposes of administering the Contest and in relation to your participation in the same, (b) promotional, marketing and publicity purposes relating to the Contest and the Organiser generally, (c) for the Organiser's conduct of research, analysis and development activities (including data analytics, surveys and/or profiling) to enhance the Organiser's programme offerings and operations, and (d) for the Organiser's reference and archival purposes. If necessary, the Organiser may share this data with other Government agencies (or non-Government entities which have been authorised to carry out specific services by the Organiser) in order to serve you in the most efficient and effective way, unless such sharing is prohibited by legislation. For more details on our privacy policy, please refer to <http://www.nhb.gov.sg/contents/privacy-policy>.

### **Governing Law and Jurisdiction**

23. The T&Cs shall be governed by and construed in accordance with the laws of the Republic of Singapore for every purpose and you agree to submit to the exclusive jurisdiction of the Singapore courts.

*Version dated 5 September 2023. If you have any questions regarding the Contest, please send your inquiry to [NHB\\_NM\\_CorpComms@nhb.gov.sg](mailto:NHB_NM_CorpComms@nhb.gov.sg).*