

## TERMS AND CONDITIONS

### NMS SEPTEMBER 2020 GIVEAWAY CONTEST

#### Acceptance of Terms and Conditions

1. The September 2020 Giveaway Contest (the “**Contest**”) is organised by the National Museum of Singapore (the “**Organiser**”).
2. By entering the Contest, you confirm that you have read, understood and agree to be bound by these terms and conditions, including any amendments thereto (the “**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 Organiser’s Facebook and Instagram pages.

#### 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 parental or guardian consent for their participation in this contest, if required by the Organiser; and
  - (d) who are not employees of the Organiser [or the Organiser’s appointed social media agency managing this Contest], or the immediate family members of such employees.

#### Submission of Contest Entries

5. The Contest is open for submission of entries from 2<sup>nd</sup> September 2020 to 25<sup>th</sup> September 2020(Singapore Time) (“**Contest Period**”).
6. To submit a valid entry for the Contest, you must:
  - (a) Follow the Organiser’s official Facebook and/or Instagram page; and
  - (b) Follow the steps as stated in the **respective** giveaway post captions. This includes:
    - a. Tagging a friend, who is required to follow the Organiser’s official Facebook and/or Instagram page; *and/or*
    - b. Uploading a photo eligible for the week’s giveaway contest and tagging the Organiser; *and/or*
    - c. Including the hashtag eligible for the contest
7. You may submit multiple entries, but can win only one (1) prize. In the case of tagging another user as an entry, all accounts tagged must be different/unique.
8. Entries must be submitted during the Contest Period. Entries submitted after the stated date and time for each giveaway post will not be accepted.
9. By submitting an entry, which includes reference to any work (e.g. photographs, written works or drawings) featured in the entry:

- (a) you represent and warrant that you are the authorised account owner of the Facebook or Instagram account used to submit the entry;
  - (b) 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;
  - (c) you represent and warrant that the entry has not been used for commercial purposes, published previously or submitted for other contests, locally or abroad;
  - (d) 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;
  - (e) 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;
  - (f) if the entry is selected as a winning entry, you also agree:
    - (i) to cooperate and participate in publicity activities (including photographs, videos or interviews) if required by the Organiser; and
  - (g) you confirm that you are not in violation of any law or regulations by entering the Contest.
10. The Contest is in no way sponsored, endorsed, administered by, or associated with, Facebook and Instagram, and you agree to release Facebook and Instagram from any claims. Questions, comments or feedback relating to the Contest are to be addressed to the Organiser only and not to Facebook and Instagram. You also acknowledge that by opening an account with and using the services, products or features of Facebook or Instagram, you are responsible for complying with the terms and conditions of these platforms and the Organiser shall not be liable in any way whatsoever for such account and usage.

### **Judging of Entries and Prizes**

11. The Organiser reserves the right to disqualify any entry which does not comply with the T&Cs or are 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.
12. 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.
13. The Organiser will select 4 winning entries per week and each winner will be entitled to receive 2 sets of one of the following prizes, according to the week:
- 1<sup>st</sup> week – Entertainment: Forms of Leisure in Singapore, 1920s – 1970s by Vidya Murthy
  - 2<sup>nd</sup> week – Dome In The City: The Story of the National Museum of Singapore
  - 3<sup>rd</sup> week – (Re)presenting Histories: Experiences & Perspectives from the National Museum of Singapore
  - 4<sup>th</sup> week – National Museum of Singapore 130<sup>th</sup> Anniversary Box Set
14. Winners will be announced on the Organiser’s Facebook page and/or Instagram page or story and will also be notified by Facebook or Instagram direct message which will provide instructions on prize collection.

15. If any winner cannot be contacted by the Organiser or does not respond to the notification by the Organiser within 3 days OR a reasonable period of time, 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.
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 the 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 use of your entry by the Organiser and/or 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, Instagram and/or Facebook handles and profile pictures) 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 <https://www.nhb.gov.sg/nationalmuseum/content/privacy-statement>.

#### **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 2<sup>nd</sup> September 2020. If you have any questions regarding the Contest, please send your inquiry to [insert email address].*