

## **Terms and Conditions Governing the #OCBCnofilterparenting Instagram Contest**

### **1. Contest Period**

1.1 The #OCBCnofilterparenting Instagram Contest (“Contest”) will be held from 9 October 2018 to 25 November 2018, 11:59PM (“Contest Period”), or for such other periods as may be determined by Oversea-Chinese Banking Corporation Limited (“OCBC”) in its sole discretion. The act of the participants sharing any content on their personal Instagram account as part of the Contest and using the hashtag #OCBCnofilterparenting constitutes acceptance of these Terms and Conditions.

### **2. Eligibility**

- 2.1 The participant must be at least 18 years old for their entry to be eligible for the Contest.
- 2.2 Every participant must have a valid and public Instagram account and upload his/her submissions via his/her Instagram account.

### **3. Contest**

- 3.1 During the Contest Period, participants must post a photo of their imperfect parenting moment to their Instagram account, write a caption about their imperfect parenting moment and include the hashtag #OCBCnofilterparenting (“Entry”).
- 3.2 Participants are required to keep their Instagram account public and their Entry live until OCBC makes a formal announcement of the winner for the Contest.
- 3.3 Each participant is allowed to submit multiple Entries. However, repeating Entries with repeated and/or plagiarised content and/or caption will be deemed invalid and each participant will only be eligible for one prize.
- 3.4 Any Entry submitted later than 25 November 2018, 11:59PM, will not be entertained.
- 3.5 Prize winners will be selected at OCBC’s sole discretion.

### **4. Ownership/Use of Entries and Submission Restrictions**

4.1 All Entries shall become the sole and exclusive property of OCBC. OCBC shall own and have the sole and exclusive right to use, copy, distribute, translate, modify, display and prepare derivative works of Entries, as well as the right to authorise such uses by others. OCBC shall have the right to obtain and to hold in its own name, copyrights, registrations or other such protection as may be appropriate, and any extensions and renewals thereof. Participants shall, if requested by OCBC, assign all intellectual property rights to OCBC by executing documents pertaining to such assignment and/or to do all such things necessary to perfect and effect the assignment, and any cost incurred thereof shall be borne by the participant.

- 4.2 OCBC will not be held liable for any copying, re-posting or unlawful use of the Entries.
- 4.3 Participants grant OCBC the rights necessary for distribution and public display of any Entries submitted as part of this Contest, and hereby grants OCBC the perpetual right to exclusively, royalty-free and without limitation freely use, modify, edit, copy, reproduce, distribute, broadcast, translate, create derivative works from, alter and publicly display or publish any such intellectual property rights, for whatever purpose, in any form or medium, either on Instagram or elsewhere, whether promotional or in other activities or events arranged by OCBC.
- 4.4 All Entries submitted must NOT contain material which is (or promotes activities which are) sexually explicit, obscene, pornographic, violent (e.g., relating to murder, the sales or use of weapons, cruelty, abuse, etc.), discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing or which is otherwise inappropriate, in the sole discretion of OCBC. OCBC shall have the right to disqualify and remove such Entries at its sole discretion without informing the participant.

## 5. Prizes

- 5.1 During the Contest Period, OCBC will select 10 Entries each week for 4 weeks in November from amongst all the publicly available posts as winning submissions based on: (i) Originality; and (ii) Authenticity. As each participant will only be eligible for one prize, there will be a total of 40 winning participants (each a “Prize Winner”). Selection of the Prize Winner is at the discretion of the panel of judges, and the panel of judges is formed at OCBC’s discretion.
- 5.2 Each Prize Winner will receive S\$20 worth of FairPrice Gift Vouchers (“Prize”).
- 5.3 Prize Winners will be notified via a comment on their Entry, in addition to an Instagram direct message to their accounts, on the dates indicated below. Prize Winners are to respond with their contact details by the stipulated deadline for collection details. All Prizes must be claimed within the given deadline. Prizes that are not claimed before the deadline imposed by OCBC will be forfeited, and the winner is not entitled to any compensation thereafter. OCBC is entitled (but is not obliged) to select replacement Prize Winner(s) at its sole and absolute discretion.
- (i) 9 November 2018
  - (ii) 16 November 2018
  - (iii) 23 November 2018
  - (iv) 30 November 2018
- 5.4 OCBC reserves the right to select reserve winners to replace any winner subsequently disqualified.

5.5 When collecting the prize, the winner is required to show his/her NRIC for verification.

## **6. General**

6.1 The decision of OCBC on all matters relating to or in connection with the Contest shall be final and binding. OCBC shall not be obliged to enter into any correspondence with any participant on any matter relating to the Contest.

6.2 OCBC may without notice or liability to any party: (i) cancel or modify the Contest; (ii) vary these Terms & Conditions or discontinue the Contest; or (iii) substitute, withdraw or cancel any prize without disclosing any reason and without any payment or compensation whatsoever.

6.3 By participating in the Contest, all participants agree to release and hold harmless OCBC from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection, either directly or indirectly, with the following: i. the awarding, acceptance, receipt, possession, use or misuse of any of the prizes or parts thereof awarded pursuant to the Contest; or ii. the participation in the Contest, or any prize-related activities including without limitation, any error in computing any breakdown, or malfunction of any computer system or equipment.

6.4 The following will result in the disqualification of Entries and may result, if discovered after the award of the prize, in the revoking of the prize. Participants agree that the list below is not exhaustive: (i) Submission is received after the closing date and time. OCBC is not responsible for any failure or delay in uploading any Entry; (ii) Submission fails to comply with the entry procedure determined by OCBC; (iii) Entries that had previously won an award in another contest or one that has been announced as the winner of an award; (iv) Entries that are the same as or similar to that already published; (v) Entries that infringe on copyright, industrial property right, intellectual property right or other rights of any other photographs, artworks, statements and/or ideas; (vi) Entries banned from exhibition or publication; (vii) Any of these Terms and Conditions are breached or disregarded; (viii) Any Entry that does not meet any of the criteria of the Contest; (ix) Any submission with invalid, incorrect, inaccurate or incomplete information; (x) Where an attempt is made to subvert the letter and/or spirit of the rules of the Contest; (xi) Where the participant is found to be tampering with the entry process or the operation of the Contest or is seen to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (xii) Where the entry contains obscene, racist, unethical, dangerous, violent, politically motivated, sexual inference or legally objectionable material, or material that may infringe upon any person's personal or property rights.

6.5 In opening an Instagram Account and using any services, products or features of Instagram for the purposes of the Contest (including without limitation, uploading the Entries onto Instagram), each participant is fully liable and responsible for complying with all terms and conditions as may be imposed by Instagram for the Instagram Account and its usage, and OCBC shall not be liable in any way whatsoever for such Instagram Account and its usage. Each participant further agrees to fully indemnify OCBC for all losses, damages, expenses, claims, fees (including legal fees on a full indemnity basis), monies, costs and liabilities incurred by OCBC as a result of or in connection with such participant opening an Instagram Account and using any services, products or features of Instagram for the purposes of this Contest.

- 6.6 By participating in the Contest, each participant authorises OCBC to disclose to any party (including Instagram), any particulars of that participant as OCBC may consider necessary, for the purposes of the Contest.
- 6.7 Acceptance of the prize constitutes permission for OCBC, its advertising and promotional agencies to use the winner' name and/or likeness for advertising and promotional purposes without additional compensation unless prohibited by law.
- 6.8 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.
- 6.9 These Terms and Conditions shall be governed by Singapore law and the participants agree to submit to the exclusive jurisdiction of the courts of Singapore.
- 6.10 A person who is not a party these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these Terms and Conditions and notwithstanding any terms herein, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these Terms and Conditions.

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