

Unity 28th Anniversary Instagram Contest 2020 Terms and Conditions

This “Unity 28th Anniversary Contest” (“**Contest**”) is organized by NTUC FairPrice Co-operative Ltd (“**Organiser**”), on its social media platform at <https://instagram.com/unitysg> (“**Platform**”).

You are eligible to join the Contest only if you agree to and accept the following terms and conditions (“**Terms and Conditions**”). Please read these Terms and Conditions carefully before participating in the Contest. By submitting an entry to the Contest, you agree to be bound by these Terms and Conditions.

A. Qualifying Entrants

1. This Contest is open to all residents of Singapore aged 18 years and above as at the date of participation with exception to the following:
 - (a) employees of the Organiser and their immediate family members;
 - (b) employees of the advertising, creative and promotion agencies of this Contest and any other parties which are directly involved in organizing, promoting and/or conducting the Contest.
2. You warrant and represent to the Organiser that as at the date of participation, you are aged 21 years and above, otherwise your parent/guardian has consented to you participating in the Contest after reading and agreeing to all the terms and conditions herein which shall be binding on both you and your parent/guardian. You shall indemnify and hold harmless the Organiser and its affiliates from and against any claim, action, damage, loss, costs and expenses (including legal fees and professional fees) arising from its reliance on your undertaking and representation herein.
3. The Organiser reserves the right to disqualify and/or exclude any entries from the Contest, for any reason and for no reason, including without limitation, violation of any part of these Terms and Conditions.

B. Contest Rules

4. Submit entry through the Platform starting from 16 October 2020 at 12:00 hours to 22 October 2020 at 23:59 hours (Singapore time) (“**Contest Period**”).
5. You may submit only one entry via your personal account in Instagram, by following steps below. Entries on behalf of another person will not be accepted. In the event of multiple entries, Organiser will only consider your first entry. Subsequent entries will be deemed invalid.

Step 1 : Design the birthday card based on the template posted on Unity’s Instagram highlight.

- Step 2 : Share a short birthday message which could be in the form of a compliment for Unity’s staff, or share about a positive experience they have with Unity.
- Step 3 : Tag Unity’s official Instagram, i.e. “@unitysg” within the Instagram Story (Entry) , along with 3 friends on Instagram.
- Step 4 : Set your Instagram account to public and follow Unity’s official Instagram, i.e. “@unitysg”

6. The Organiser will not be responsible for any missing, delayed or redirected entries and any technical errors.
7. You must own the copyright to your Contest Entry as its author. Your Contest Entry must be your work, must not be copied, must not contain any third-party materials and/or content that you do not have permission to use, must not include any trademarks, and must not include inappropriate or dangerous message, or otherwise be obscene, defamatory, distasteful, offensive, or in breach of any applicable law or regulation. If the Organiser has any reason to believe your Contest Entry is not your own work or otherwise breaches the Terms and Conditions of this Contest, the Organiser may, in its sole and absolute discretion, reject it and disqualify it without giving reasons.
8. By submitting the Contest Entry, you hereby:
- (a) agree to grant and authorise the Organiser, without compensation, gain or rewards, a non-exclusive and irrevocable license to use, republish, edit and/or modify your Contest Entry, in whole or in part, throughout the world, in perpetuity and in any and all media; and
 - (b) represent and warrant that all elements contained in your Contest Entry are original to you or fully cleared for use as contemplated herein, and shall not require the Organiser to pay or incur any sums to any person or entity as a result of the Organiser' use or exploitation of the same.

You shall indemnify and hold harmless the Organiser and its affiliates from and against any claim, action, damage, loss, costs and expenses (including legal fees and professional fees) arising from or in connection with any breach of the foregoing.

C. Winner and Prize

9. The Organiser will select winners of the Contest (“**Winners**”) based on the following criteria:
- (a) originality, composition and creativity

10. Subject to the terms and conditions herein and based on the criteria set out in paragraph 9 above,
 - (a) 20 best entries will be selected to each receive a Unity Wellness Goodie Bag (collectively, the “Prize”).
11. Winners will be announced on the Platform within two months after the end of the Contest. Winners will also be notified by the Organiser through an Instagram private message.
12. The Organiser may require Winners to provide a valid identification document for verification purpose before awarding the Prize. The Organiser reserves the right to withhold the Prize pending verification of the Winner's compliance with the Terms and Conditions of the Contest.
13. In the event that a Winner (i) does not respond to the Organiser within 3 days of being notified by the Organiser of his/her win; (ii) refuses to provide his/her name, address and contact information for the purpose of Prize collection / delivery or in the case of a minor, fails to furnish documentary evidence (to the satisfaction of the Organiser) confirming that consent from his/her parent or guardian has been obtained for his/her participation in the Contest and to receiving the Prize; (iii) has breached any Terms and Conditions herein; or (iv) his/her entry is invalid for whatever reasons, his/her Prize will be forfeited and the Organiser shall be entitled to select another Winner.
14. In the event that any Winner is disqualified from the Contest, the Organiser, at its sole discretion, may decide whether a replacement Winner should be selected. In this event, any further Winner will be selected on the same criteria as set out in these Terms and Conditions. The Organiser can repeat this process any number of times until it has selected a satisfactory Winner in accordance with these Terms and Conditions.
15. The Organiser' decision regarding selection of Winners is final. Any correspondences, enquiry or appeals made including appeals to check the status of entries, will not be entertained.
16. Prizes not collected within 14 days from the date of notification for collection shall be disposed of at the Organiser' sole discretion.
17. Prizes are non-transferable, given on an “as is” basis and non-exchangeable for cash or other items and may be subject to availability. The Organiser reserves the right to substitute any Prizes with items of similar value without prior notice.

D. Liabilities

18. Each Participant acknowledges and agrees that the Organiser, its affiliates, advertising, creative and promotion agencies make no representations regarding the quality, merchantability, fitness for a particular purpose or any other implied terms and conditions in relation to the Prizes and shall not be liable in any manner whatsoever for the following: (i) any cost or expense incurred by participants for taking part in this Contest or in the collection of Prizes by Winners; (ii) any consequences, including but

not limited to, any claim, loss of life, injury, defect or damage, that arises out of or in connection with the Contest or use of the Prizes; (iii) intervention by unauthorised parties during the Contest Period; (iv) electronic or human errors in the administration of the Contest and processing of entries (including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or any problems or technical malfunction of telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet); and (v) any lost or unsuccessful attempts to contact and notify any Winners.

E. Use of Personal Data

19. All information, including personal data (“**Information**”) submitted or known to the Organiser and/or its affiliates in connection with this Contest will only be used for the purposes set out herein and be treated in accordance with these Terms and Conditions and those stipulated in the Privacy Policy of the Organiser at <https://help.fairprice.com.sg/hc/en-us/articles/360025882432-Privacy-Policy> (“**Privacy Policy**”).
20. By submitting the Contest entries, you agree to grant and authorize the Organiser the right to collect, use, process and disclose your name, address, contact information and other personal data, without remuneration or compensation, for the purposes of:
 - a) the conduct and administration in relation to the Contest (including without limitation to collection / delivery of Prizes to the Winners);
 - b) Organiser’ promotional and marketing purposes; and
 - c) for any and all purposes set out in the Privacy Policy.
21. By submitting the Contest entries, you acknowledge that in respect of any Information you provided:
 - a) you are authorized to disclose such Information; and
 - b) such disclosure complies with the applicable laws and regulations on privacy, and the Organiser together with its affiliates, have the right to use such Information for the purposes set out above. You shall hold the Organiser and all of its officers, directors and employees free and harmless from any liability arising from claims or suits of third parties, including costs and expenses incidental thereto, in connection with its use of the Information.
22. Acceptance of any Prize shall constitute consent on the Winners’ part to allow the use by the Organiser of the Winners’ name, image, voice, likeness, entries and/or the fact that the Winners won the Prizes for editorial, advertising, promotional, marketing and/or other purposes without further notification, remuneration or compensation to the Winners. The Winners agree to cooperate with and participate in any and all activities organized by the Organiser for these purposes. In addition, Winners of the best 8 entries shall agree to participate in and feature in a press ad as indicated in paragraph 11(a) above.

F. Miscellaneous

23. The Organiser reserves the right to cancel, suspend or amend the Contest (in whole or in part) and/or any of these Terms and Conditions at any time without prior notice and without any liability to you. Any cancellation, suspension or changes to the Contest and/or these Terms and Conditions will be posted on the Platform.
24. In the event of disputes regarding the Contest or these Terms and Conditions, the Organiser shall have the right to make the final decision. The decision of the Organiser on all matters relating to the Contest is final, conclusive and binding.
25. In the event of any inconsistency between these Terms and Conditions and any brochures, marketing or promotional materials relating to this Contest, these Terms and Conditions shall prevail.
26. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. In using Instagram, you acknowledge that you must comply with Instagram's Terms of Use.
27. The Terms and Conditions of this Contest shall be governed by and construed in accordance with the laws of the Republic of Singapore.
28. All participants shall irrevocably submit to the exclusive jurisdiction of the courts of Singapore.