

Terms and conditions governing “Museum of the World’s Deadliest Weapons: #CouchofDeath Social Media Contest”

The following terms and conditions (“T&C”), and all subsequent revisions or amendments made from time to time by the Health Promotion Board (“HPB”), without prior notice, shall apply to the “Museum of the World’s Deadliest Weapons: #CouchOfDeath Social Media Contest” (the “Contest”).

Contest Period

1.1 The Contest shall last from 29 May 2019 to 15 August 2019, 2359HRS (the “Contest Period”).

Eligibility

2.1 Subject to the T&C, any individual (the “Participant”) is eligible to participate in the Contest held during the Contest Period.

2.2 The following persons are not eligible to participate in the Contest:

- a) Employees of HPB and their immediate family members and/ or relatives living in the same household;
- b) Any vendors, partners or any other individuals directly involved or connected to the Contest and their affiliates and subsidiaries; and
- c) Individuals who do not reside in Singapore.

2.3 A Participant’s failure to provide true, correct and accurate information when participating in the Contest shall automatically disqualify the said Participant from the Contest.

2.4 Participants must be responsible for providing complete and accurate contact information to HPB and to the organizers. HPB accepts no responsibility for any inability or failure to contact the participants arising from inaccurate or incomplete contact information.

2.5 A Participant who posts on their Facebook or Instagram page, fulfilling all the requirements as stated in the post and in this T&C, within the Contest Period, shall be entitled to one (1) entry in the Contest.

2.6 Multiple entries within the same Contest Period are allowed, provided that different entries are submitted.

2.7 All contents of the comments, where applicable, shall become the sole property of HPB and each Participant’s participation in the Contest shall constitute the Participant’s irrevocable agreement and consent to allow HPB to use the comments and any or all of the personal data as provided by the Participant for all or any future promotional, marketing and publicity events conducted by HPB and/or for developing mailing lists which may be used by HPB’s business partners to inform the Participants of any future news, promotions or offers.

2.8 If a Participant is below 18 years of age, that Participant shall obtain the consent of his parents or guardian prior to taking part in the Contest. HPB reserves the right to request proof of the aforesaid consent in a form acceptable to HPB from the aforesaid Participant at any time. Failure to provide such proof, if requested, shall disqualify the aforesaid Participant from the Contest.

Prizes

3.1 The prizes for the Contest are as follows:

Contest	Prize	No. of winners
Museum of the World’s Deadliest Weapons: #CouchOfDeath Social Media Contest	Fitbit Charge 2 (x 1 prize)	1 (for entire contest period)

	AIAIAI-Spotify Headphone (x 3 prizes)	3 (for entire contest period)
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3.2 All prizes awarded under the Contest are non-transferrable. HPB shall have the right at its sole and absolute discretion, and without prior notice to replace, change or substitute any prizes(s) with one of similar value.

3.3 Winning Participants are required to produce their NRIC/FIN card in person for verification purposes when collecting the prizes.

3.4 In consideration of HPB providing the prizes under the Contest, the Participants acknowledge and agree to be bound by all terms and conditions imposed by HPB as well as by any third parties governing the use of the prizes.

3.5 Any request for exchange of the prizes shall not be entertained.

3.6 HPB maintains the right at its sole and absolute discretion to effect forfeitures of any prizes due to disqualification of any winning Participants from the Contest.

3.7 Upon the issuance of the prizes to a winning Participant, neither HPB nor their employees, directors, officers, agents or assignee shall be responsible or liable in any way to any person for any prizes that are tampered, damaged, or not working properly

3.8 HPB shall not at any time or in any circumstances be responsible or held liable for:

- a) any non-acceptance, non-performance or the actions of any third party in respect of any prize;
or
- b) the quality of the prizes

Conduct of the Contest

4.1 The winners of the Contest will be decided after the HPB jury panel votes on the entries.

4.2 All winners of the Contest will be announced on HPB's Facebook Page. Winner will also be notified by a private message to the Participant's Facebook or Instagram account by 23rd August 2019.

4.3 HPB has the right to reject or remove Entries, disqualify a winner and forfeit any prize if:

- a) The Entry contains nudity or profanities, is libelous, defamatory, discriminatory, inappropriate or otherwise offensive to the general public;
- b) HPB, in its sole discretion, decides that the Entry does not fulfil the requirement of the contest;
- c) HPB is unable to contact the winner;
- d) The winner does not respond to HPB or notifies HPB that he does not wish to claim the prize;
- e) The winner does not agree to abide by and be bound by these T&C;
- f) The winner has committed any act of fraud or dishonesty, or has misrepresented anything in connection with the Contest;
- g) The winner dies or becomes mentally incapable.

If a winner is disqualified, HPB may at its discretion pick another winner to replace the disqualified prize winner or donate the prize in question.

Redemption of Prizes

5.1 All prize winners must respond within 3 days from notification. If no response is received, they will be replaced with other participants selected from the reserve list.

5.2 For redemption of prizes, it must be redeemed within 2 months of announcement. No extension of redemption period will be allowed.

5.3 Redemption can only be made at Health Promotion Board during the following hours:
Monday to Friday (excluding Public Holidays): 1000 hours to 1700 hours (by appointment only)

5.4 Prize winners are required to provide NRIC details (last 3 digits + alphabet), winning proof (private message stated in 4.2), contact details (phone or email) and signature of acknowledgement during the redemption.

5.5 Prize winners may authorise someone else to collect the prizes on their behalf. The winning proof and an endorsed declaration form from the winner will have to be presented for prize collection.

5.6 All prizes are not exchangeable whether for cash or in kind. Prize winners may not sell any of the prizes that are awarded. Any contravention of this condition may result in forfeiture of the prize.

5.7 HPB reserves the right, in its sole discretion, to exchange any prizes for other prizes of equivalent market value due to unforeseen circumstances.

Entering into the Contest

6.1 To enter into the Contest, Participant(s) shall:

Upload a post on Facebook or Instagram in response to the requirements stated in the contest details. Participant's account must be set to 'Public' so as to allow HPB jury panel to access and review the submissions.

6.2 HPB jury panel will vote from the pool of qualified submissions. The top four creative entries will win the Contest.

6.3 If applicable, participants shall ensure that, prior to submitting any photographs/entries; participants have sole ownership rights and copyrights in all photographs. In submitting the photographs, Participants irrevocably relinquish all rights, including copyrights, in connection to the photograph to HPB. After submitting of the photographs, HPB grants permission to any Participants who wish to publish their submitted photographs on their personal blogs. For the avoidance of doubt, the grant of the aforesaid permission by HPB shall not assign any form of rights, in relation to the photographs, back to the Participants.

6.4 If applicable, the photograph submitted shall be an original work and shall not have been previously published in any form or medium for whatever purposes, nor won any award. The photographs shall not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

6.5 If applicable, If the photograph features anyone other than the Participant, and/or anything which is subject to the rights of third parties, the Participant shall be solely responsible for obtaining, prior to submission of the photograph, clear and unambiguous consent from each person or entity featured or identifiable in the aforesaid photograph. Such consent shall be required for a valid entry into any Contest.

6.6 HPB reserves the right to request proof of the aforesaid permissions in a form acceptable to HPB from any Participant at any time. Failure to provide such proof, if requested, shall disqualify the Participant for the corresponding Contest.

6.7 If applicable, participants shall ensure that, prior to tagging any of their friends on the submitted photos or in the comment box; participants have obtained clear and unambiguous consent from their friends to tag them when applicable.

6.8 Participants hereby agree that, as HPB now owns all the rights in relation to the photographs submitted, HPB at its sole discretion, may exercise at any time, the right to use, display, reproduce,

publish, adapt, and/or modify the pictures and photographs of the Participants taken in relation to or in connection with or arising from the Contest, for publicity, advertising and promotional purposes, including but not limited to that of the Contest's, in any manner that HPB deems appropriate.

Limitation of Liability

7.1 All Participants in the Contest agree that neither HPB nor their affiliates, employees, directors, officers, agents and/ or assignees shall be liable in any way for, and shall be indemnified, released, discharged and held harmless, fully and effectively, by each Participant against and from any and all claims by any Participant or third party for:

- a) slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort and damages arising from or in any way relating to their participation in the Contest;
- b) all injuries, losses or damages to property or person of any kind, including death, claims, actions, proceedings and other liability arising out of or caused in whole or in part, directly or indirectly, by the acceptance, possession, use or misuse of the prizes or participation in the Contest;
- c) for any lost, late, mechanically duplicated, illegible, incomplete, mutilated, tampered, damaged, corrupted or misdirected entries;
- d) for entries not received in time, or any entries received after the Contest Period as a consequence of any delay, interruption or failure in submission of entries to HPB for whatever reason or any combination thereof which may prevent or limit a Participant's ability to participate in the Contest; and
- e) for any losses, costs, expenses, fees or damages incurred by the Participants arising out of or in connection with the Contest or any activity related there to, including without limitation, any breakdown or malfunction of any computer system or equipment.

7.2 Participants agree and acknowledge that this Contest is in no way sponsored, endorsed or administered by or associated with Facebook and Instagram. Any information provided is to HPB only, and not to Facebook and Instagram.

7.3 Participants agree and acknowledge that Participants shall release Facebook and Instagram from any claims completely.

General Terms and Conditions

8.1 HPB reserves the right at its sole discretion, to suspend, postpone or terminate the campaign, shorten or extend the duration of the Contest Period and/or amend, modify, delete, replace or revise the T&C, without any prior notification to any person, including but not limited to any participant, and without incurring any liability to any party whatsoever upon the occurrence of any event or circumstance including, without any limitation, acts of God, natural disasters or catastrophes, riots or wars (whether declared or not), terrorist activities, epidemics, health threats, quarantine requirements, change or issuance of new applicable laws.

8.2 In all circumstances, HPB's decisions shall be final, binding and conclusive on all matters relating to the Contest, and no further correspondence shall be entertained. Participants agree and undertake to be bound by the aforesaid decisions.

8.3 HPB shall have the right to disclose and publish the name and any other particulars of all or any winners for publicity purposes and each Participant who is a winner shall consent, co-operate and participate fully in the activities organised by HPB for these purposes, without any payment, fee or compensation whatsoever.

8.4 The Contest shall in all aspects, be governed by the laws of Singapore. These terms and conditions are not intended to confer rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act (Cap 53B) or otherwise, and no third party shall have any right to enforce any provision of these T&C.

8.5 If any term or provision of the T&C is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the T&C and the validity or enforceability of the remainder of the T&C shall remain in full force and effect. HPB's failure to enforce at any time the provisions of the T&C or any rights in respect thereto shall in no way be considered to be a waiver of such provisions, rights, or elections or in any way affect the validity of the T&C.

8.6 In the event of any inconsistency between these T&C and any brochure, marketing or promotional material relating to the Contest, these T&C will prevail.

8.7 These T&C and any amendments will be displayed at **healthhub.sg/museum**.