

**NAT GEO x NATIONAL HERITAGE BOARD  
OUR SG HERITAGE PHOTOGRAPHY CONTEST  
TERMS AND CONDITIONS OF ENTRY**

**OUR SG HERITAGE PHOTOGRAPHY CONTEST IS ORGANISED BY FOX NETWORKS GROUP ASIA PACIFIC LIMITED (“PROMOTER”) AND SUPPORTED BY NATIONAL HERITAGE BOARD (“SPONSOR”).**

1. By submitting an entry to the skill-based Our SG Heritage Photography Contest (the “**Competition**”):
  - a. you acknowledge that you have read and understood these terms and conditions of entry (the “**Terms**”) which include information on how to enter, how the winners will be determined, the prizes, and how personal data will be collected, retained, used and shared;
  - b. you expressly agree to be bound by the Terms, including in particular those relating to the collection, retention, use and sharing of personal data; and
  - c. you confirm that you do not breach any law in your country of residence regarding the legality of entering the Competition.
2. The Promoter will not be responsible for any Participant (defined below) entering the Competition unlawfully or otherwise in breach of local law. You are advised to check or seek advice on your local law before entering the Competition.
3. The Promoter reserves the right, in its sole and absolute discretion, to:
  - a. amend or vary any of the Terms at any time without prior notice and by entering the Competition you agree to any such amended Terms. If the Promoter amends or varies any Term relating to the collection, retention, use and/or sharing of personal data that has already been collected, such amendments and/or variations will be posted on the Competition website at <https://www.nationalgeographic.com/OurSGHeritage> (“**Website**”); and
  - b. terminate or disqualify any Participant’s entry for the Competition or reclaim and/or disqualify any Prize(s) (defined below) at any time if it is the sole opinion of the Promoter that there has been a breach of any of the Terms by such Participant (whether discovered during or after the end of the Competition).

**Entry to the Competition**

4. A “**Qualifying Entry**” means the successful submission of a completed entry by a Participant together with any other information requested. The completion and validity of the particulars of each entry shall be determined at the Promoter’s sole discretion.
5. A “**Participant**” means a person aged 18 or above on their date of entry to the Competition who is a Singapore citizen and residing in Singapore and who submits a Qualifying Entry during the Competition Period.
6. You may enter the Competition as many times as you wish during the Competition Period (defined below), but will be entitled to win only one (1) prize.
7. Notwithstanding the above, where your entry in the Competition is prohibited or restricted by law or otherwise in your place of residence, it shall be completely void.

8. No purchase is necessary to enter the Competition. Employees of the Promoter and any related companies, sponsors and/or advertising agencies, as well as their immediate families, may not enter the Competition.
9. This Competition is solely skill based. Chance plays no part in determining the winners. All entries will be judged individually on their merits as chosen by the Promoter and the Sponsor, as set out in Paragraph 14A below.

### **The Competition**

10. The Competition is open for entry from 00:01 hours (Singapore Time) on 24 January 2019 to 23:59 hours (Singapore Time) on 6 March 2020 (“**Competition Period**”). The Competition Period is subject to change at the absolute discretion of the Promoter.
11. Any entry submitted before the Competition Period or after the close of the Competition Period shall be void.
12. To participate, all Participants are required to complete the following during the Competition Period:
  - i. “follow” the Instagram accounts: @natgeoasia and @nhb\_sg
  - ii. take a photograph (each, an “**Image**” collectively, “**Images**”) that best represent the traditions or living heritage around you with a caption of
    - a. why Intangible Cultural Heritage (ICH) is important to you; or
    - b. why it represents ICH
  - iii. each Image must be an original photograph captured by the Participant. Any artwork and/or graphic illustrations will not be accepted.
  - iv. upload the Image(s) to Instagram and ensure that:
    - a. your Instagram profile is set to “public”;
    - b. the caption contains a minimum of 50 characters; and
    - c. tag the Images with @natgeoasia and @nhb\_sg and include “#OurSGHeritage” and “#IntangibleCultureHeritage” in your caption for the Image(s) .
13. Participants acknowledge and agree that to be eligible for the Competition, the Images must comply with the following requirements:
  - v. the Images must be wholly the original work of the Participant, and shall not infringe the intellectual property rights of any third party;
  - vi. the Images must not have previously won or be submitted for any professional awards/prizes and/or be used previously in any marketing and advertising campaigns; and
  - vii. no digital manipulation of the Images is permitted except for colour correction and filters.
14. At the end of the Competition Period:
  - i. one (1) grand prize winner (“**Grand Prize Winner**”);
  - ii. one (1) 1<sup>st</sup> runner-up (“**1<sup>st</sup> Runner-up**”);
  - iii. one (1) 2<sup>nd</sup> runner-up (“**2<sup>nd</sup> Runner-up**”); and
  - iv. five (5) consolation prize winners (“**Consolation Prize Winners**”) will be selected by a panel of judges (“**Judges**”) authorised by the Promoter and Sponsor, based on the creative merits of the Images;

- 14A (i) All Images will be judged on originality, technical excellence, composition, overall impact, artistic merit and subject matter relevance.

### **Announcement of Winners**

15. Grand Prize Winner, 1<sup>st</sup> Runner-up, 2<sup>nd</sup> Runner-up and Consolation Prize Winners (collectively, the **“Winners”**) will be notified individually by private message (**“PM”**) via Instagram Direct. The Winners will be required to acknowledge receipt of the PM by providing such information as may be requested by the Promoter (including but not limited to full name and address of the Winners) to the Promoter within five (5) days of such notification, failing which his/her Prize will be forfeited automatically and the Promoter shall be free to deal with the Prize in any manner as it sees fit.
16. Upon confirmation of receipt of the Prize, the Winners’ name and their Images will be displayed on the Website.

### **Prizes**

17. The Grand Prize Winner will receive one (1) LEICA D-LUX 7 SILVER ANODIZED (SKU: 19115).
18. The 1<sup>st</sup> Runner-up will receive one (1) 11-inch iPad Pro, 64 GB, Wi-fi enabled.
19. The 2<sup>nd</sup> Runner-up will receive SG\$500 worth of shopping vouchers.
20. The Consolation Prize Winners will each receive one (1) year subscription to National Geographic Magazine.
21. The Promoter reserves the right in its sole and absolute discretion to deal with any unclaimed Prizes in any manner.
22. Each Winner shall, if required by the Promoter, show proof of eligibility for receipt of the Prizes. If requested by the Promoter, the Grand Prize Winner may be required to sign a separate prize claim form in order to redeem his/her Prize. If any winner is unable to collect his/her Prize personally, he or she must produce a signed letter authorizing a proxy to collect on his/her behalf, in such format as may be specified by the Promoter. Winners and authorised proxies are required to provide the appropriate identification documents for verification when collecting their Prizes.

### **Promoter’s and Sponsor’s Decisions**

23. The Promoter’s and Sponsor’s decisions as to any matter relating to the Competition, including but not limited to any entry eligibility, the winning entry(ies) and the Winner(s), will be final and binding. No correspondence will be entered into about the Competition or the Promoter’s and/or Sponsor’s decisions.

### **Publicity**

24. By participating in the Competition, the Participants and the Winners:
- i. agree to the use of their name and/or likeness, without compensation, by the Promoter, Sponsor and/or any party authorised by the Promoter or Sponsor;
  - ii. grant the Promoter, Sponsor and any party authorised by the Promoter an irrevocable, worldwide, perpetual, royalty-free right and licence to use the Images, the Post-Contest Photos and any material submitted as a part of their entry into the Competition, and any footage or other material that features or otherwise includes the Winners

- (collectively, the “**Works**”) in any manner, for any purpose the Promoter or Sponsor may see fit, in all forms of media now known or hereafter invented;
- iii. to the fullest extent permitted by law, waive any moral rights or similar rights they may have in the Works or any part thereof throughout the world; and
  - iv. undertake not to object to any use of the Works by the Promoter or the Sponsor or any party authorised by the Promoter or Sponsor.

### **Personal Data**

25. By entering the Competition, you expressly agree to the Promoter’s Data Policy set out at the end of these Terms. In addition, you consent to the sharing of your Data (as defined in the Promoter’s Data Policy) with the Sponsor, for use by the Sponsor for the following purposes:
- i. The use of your name for the purpose of identifying you as the author of your entry and/or winner of the competition in subsequent publicity materials after the Competition Period

### **Miscellaneous**

26. The Promoter and/or Sponsor reserves the right to modify your Images and captions as necessary, including but not limited to resizing, cropping or colour adjustment as necessary, while maintaining the integrity of your Images and captions as originally created.
27. The Prizes are subject to variation at the discretion of the Promoter, and any change will be final and binding upon every Participant in the Competition.
28. The Prizes will be given to the Winners as set out in the Terms. The Winners must accept their Prizes in that form. The Prize is non-negotiable, non-transferable, non-refundable and not exchangeable for cash credit or kind, either in part or in full except at the sole and absolute discretion of the Promoter and is subject to the terms and conditions accompanying the Prize (if any). The Prize cannot be sold or bartered. There is no refund for a partially used Prize. The Promoter may at its sole and absolute discretion withdraw and/or substitute the Prizes with any other item of similar value without notice and without furnishing any reason. 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 Prize.
29. All particulars submitted by each Participant shall be made in full and frank disclosure. Any misrepresentation may result in disqualification, forfeiture or withdrawal of any Prize won in the Promoter’s sole discretion.
30. The Promoter and the Sponsor shall not be liable in any way for any failure or breach by any party in connection with the Competition, and/or the acceptance and/or use of the Prize, howsoever caused and accepts no responsibility for any loss suffered by a Participant arising from the Competition or the Prize. The Promoter and the Sponsor make no warranties, representations or guarantee either expressed or implied regarding any Prize including but not limited to any warranty of merchantability or fitness for a particular purpose.
31. In all cases, neither the Promoter nor the Sponsor will be held liable for the Prize if it does not reach the Winner for reasons beyond its control.
32. The Prize is subject to:
- a. any rules and regulations pertaining to the claiming of the Prize in the country where the Winner is a resident; and

- b. the terms and conditions of any third-party supplier of the Prize.
33. The Winners may be liable for any expenses not specified on the description of the Prize.
34. To the maximum extent permitted by applicable law, each and every Participant agrees to indemnify and keep indemnified, and hold harmless, the Promoter, the Sponsor, their respective officers, directors, employees, agents, distributors and affiliates from and against any and all claims, loss, damage or liability suffered and fees and costs incurred, including reasonable legal fees, resulting from any act, neglect or default or breach by the Participant or any person who may be authorized by the Participant, of any of the Terms .
35. Each Participant, by entering the Competition, expressly releases the Promoter and the Sponsor from any claim, action or demand arising out of or in connection with the Competition or the Prize, if any. In particular, each Participant acknowledges that elements of the Prize may be provided by third parties over whom the Promoter and Sponsor have no control and acknowledges that the Promoter and Sponsor accept no responsibility for any claims, actions or demands arising out of or in connection with such elements of the Prize.
36. The Promoter and the Sponsor shall not assume any responsibility for incorrect or inaccurate capture of Participant's information. This will include but is not limited to technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof.
37. If, for any reason, the Competition is not capable of running as planned, including but not limited to the reasons of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter or the Sponsor which corrupts or affects the administration security, fairness, integrity or proper conduct of the Competition, the Promoter and/or the Sponsor reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition, all without question or need for communication to said party and without the Promoter or Sponsor being liable to said party in any way.
38. In the event of any dispute arising or relating to the Competition, the Participant and the Promoter and/or Sponsor agree to use best endeavours to resolve the dispute promptly and amicably, by good faith negotiation.

## **General**

39. By participating in this Competition, the Participant hereby agrees that he/she shall not, directly or indirectly, give, promise or offer and undertake not to give, promise or offer money, donations, gifts or other benefits whatsoever in order to influence with corrupt intent the Promoter, Sponsor or any private person or business, or any employee or official of any government or government related establishment or public international authority, any political party (or candidate or official), or anyone acting on the Promoter's and/or Sponsor's behalf, in the exercise of authority or in connection with obtaining any improper benefit or advantage with respect to this Competition or any matter covered by these Terms or otherwise take any action (or fail to take action when required) that would violate any applicable laws, including but not limited to, the United States Foreign Corrupt Practices Act, the U.K. Bribery Act 2010, Prevention of Corruption Act (Cap.241) (available at <https://sso.agc.gov.sg/Act/PCA1960>), or any applicable local laws and/or regulations.

40. Any provision of the Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. That does not affect the validity or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the Terms.
41. The law applicable to the Terms is the law of the Republic of Singapore and the courts of the Republic of Singapore will have exclusive jurisdiction in case of any dispute arising out of or in relation to the Competition.

## PROMOTER'S DATA POLICY

Your entry into the Competition may require you to provide certain personal information (including, but not limited to, your full name, delivery address and date of birth (“Data”). If you do not provide your Data as requested, your entry into the Competition will be invalid and you will not be able to participate in the Competition.

This data policy describes how the Promoter will deal with your Data.

### Retention of Data

1. The Promoter:
  - a. will not retain the Data longer than is necessary for the fulfilment of the purpose for which the Data was provided;
  - b. will take such steps as are reasonably practical to protect the Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction; and
  - c. may store and/or transfer the Data outside the country in which you reside or in which the Data was collected.

### Use of Data

2. The Promoter:
  - a. may use the Data for sole purpose of conducting the completing of the Competition; and
  - b. will not use the Data for any purpose other than those specified above.

### Access to Data

3. You may at any time write in to :
  - a. request access to a copy of your Data;
  - b. request correction of your Data; and/or
  - c. withdraw your consent to your Data being used for particular purposes.

### Contacting the Promoter

4. You must submit any request under paragraph 3 above, or any complaint relating to your Data to [FNGSingaporepo@fox.com](mailto:FNGSingaporepo@fox.com).