

**NAT GEO x SINGAPORE AIRLINES
UNCHARTED ADVENTURES PHOTOGRAPHY CONTEST
TERMS AND CONDITIONS OF ENTRY**

UNCHARTED ADVENTURES PHOTOGRAPHY CONTEST IS ORGANISED BY FOX NETWORKS GROUP ASIA PACIFIC LTD (“PROMOTER”) AND SUPPORTED BY SINGAPORE AIRLINES LTD (“SPONSOR”).

1. By submitting an entry to the skill-based Uncharted Adventures 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 [http:// www.nationalgeographic.com/unchartedadventures](http://www.nationalgeographic.com/unchartedadventures) (**“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 residing in Singapore, Malaysia, Indonesia, Philippines, Thailand and Vietnam 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).
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, Sponsor 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 Grand Prize Winner (defined below). All entries will be judged individually on their merits as chosen by the Promoter and the Sponsor, as set out in Paragraph 14 below.

The Competition

10. The Competition is open for entry from 27 December 2019 00:01 hours (Singapore Time) to 23 January 2020 23:59 (Singapore Time) (“**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 @singaporeair ;
 - ii. take a digital photograph (each, an “**Image**” collectively, “**Images**”) that fulfils both of the following criteria:
 - a. feature a location or experience; and
 - b. caption the post describing why this location or experience is an Uncharted Adventure
 - iii. Each Image must be an original digital 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”; and
 - b. tag the Images with @natgeoasia and @singaporeair and include “#WorldClassAt30kFeet” and “#UnchartedAdventures” 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, one (1) grand prize winner (“**Grand Prize Winner**”) will be selected by a panel of judges (“**Judges**”) authorised by the Promoter and Sponsor, based on the creative merits of the Images. All Images will be judged on originality, technical excellence, composition, overall impact, artistic merit and subject matter relevance.

Announcement of Grand Prize Winner

15. The Grand Prize Winner will be selected by 7 February 2020. Thereafter, the Grand Prize Winner will be notified individually by private message (“PM”) via Instagram Direct. The Grand Prize Winner 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 Grand Prize Winner) 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 Grand Prize in any manner as it sees fit.
16. Upon confirmation of receipt of the Grand Prize, the Grand Prize Winner’s name and their Images will be displayed on such websites as the Promoter may select in its sole discretion.

Grand Prize

17. The Grand Prize Winner will be entitled to the following:
 - i. one (1) round trip air ticket: (a) from the Grand Prize Winner’s country of residence to Zurich, Switzerland; and (b) from Milan, Italy to the Grand Prize Winner’s country of residence, both flights for each of the Grand Prize Winner and one (1) travel companion as may be selected by Grand Prize Winner (“**Companion**”) (“**Flights**”); and
 - ii. a ten (10) day, nine (9) night National Geographic Expeditions trip for the Grand Prize Winner and Companion to Switzerland and Italy. The trip comprises accommodation (“**Accomodation**”), meals, and activities as specified at <https://www.nationalgeographic.com/expeditions/destinations/europe/train/swiss-italy-train/> (“**Expedition**”)

(collectively, the “**Grand Prize**”)

18. The Grand Prize is subject to the following:
 - i. Reservations of the Flights and the Expedition must be confirmed at least 15 weeks prior to the departure date of the Flight from from the Grand Prize Winner’s country of residence to Zurich, Switzerland, which forms part of the Grand Prize.
 - ii. The Grand Prize must be fully utilized between the period: **7 June 2020 to 16 June 2020** and shall at all times be subject to availability (“**Expedition Period**”). If the Grand Prize Winner is unable to travel during the Expedition Period, the Grand Prize will be forfeited, and the Promoter reserves the right to award the Grand Prize to the runner up.
 - iii. All elements of the Grand Prize must be consumed together at the times and on the dates stipulated by the Promoter.
 - iv. If applicable, the Grand Prize Winner must ensure that they and Companion have valid travel documents during their travel and for six (6) months thereafter, and must provide such identification and/or other documentation as the Promoter may request in order to enable the Promoter to book the flights and accommodation that form a part of the Grand Prize.
 - v. No change in travel arrangements can be made once the booking is confirmed.
 - vi. All government, federal, state and local taxes and duties levied in connection with the prize won, together with all customs and immigration fees, airport taxes, visa fees, insurance, gratuities, any fees imposed by any relevant governments and authorities, and other expenses of a personal nature are the sole responsibility of the Grand Prize Winner.

- vii. Any rules and regulations pertaining to the claiming of the Grand Prize for the territory where the Grand Prize Winner is a resident shall apply.
 - viii. All Participants are expected and deemed to understand and acknowledge the inherent risks and hazards present when traveling. The Promoter will not be liable for any illness, injury or death sustained whilst traveling.
 - ix. If any part of the Grand Prize is cancelled for any reason, or where the performance or prompt performance of the Promoter's contractual obligations is prevented due to force majeure, the Promoter shall in no event be liable nor pay any compensation of any kind. For the avoidance of doubt, if the any part of the Grand Prize is cancelled due to event of force majeure, the Promoter shall in no event be liable nor pay any compensation of any kind. For the purposes of this section, "force majeure" means any event in which the Promoter and/or their agents could not, even with all due care, foresee or avoid. Such circumstances may include war, threat of war, civil strife, industrial dispute, flight cancellations, terrorist activity, natural or nuclear disaster, fire, sickness, quarantine, adverse weather conditions and all similar events outside the Promoter's control.
 - x. Grand Prize Winner and Companion should familiarize themselves, before departure, with the precautions recommended by their country's health authority or other health authorities for travel.
 - xi. Grand Prize Winner shall share a minimum of 15 images and 2 video clips of their expedition experience ("**Post-Contest Media**") with the Promoter and Sponsor within 7 days from returning to their country of residence.
 - xii. Grand Prize Winner shall be required to post a minimum of 5 images posts and 2 video posts, selected from the Post-Content Media (tagged @natgeoasia and @singaporeair) across his/her Instagram account taken during his/her trip to Switzerland subject to Promoter's and Sponsor's approval prior to posting.
 - xiii. Participate in an interview in connection with the Grand Prize documenting his/her expedition experience or a curated article featured on the Website.
 - xiv. Participate in any promotional activities before, during and after the expedition whenever required.
19. The Grand Prize Winner shall, if required by the Promoter, provide such identification proof as may be required in order to claim the Grand Prize. The Grand Prize Winner may be required to sign a separate prize claim form in order to redeem his/her Prize.

Promoter's and Sponsor's Decisions

20. 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

21. By participating in the Competition, the Participants:
- i. if applicable, 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. if applicable, grant the Promoter, Sponsor and any party authorised by the Promoter an irrevocable, worldwide, perpetual, royalty-free right and licence to use the Images,

Post-Contest Media 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 Grand Prize Winner or any Participants (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.

22. The useage of the Works in accordance with clause 21 will include a credit mention to the author.

23. The Grand Prize Winner may be required to participate in such promotional activities including filming pre- and post- expedition, as may be requested by the Promoter and Sponsor.

Personal Data

24. By entering the Competition, you expressly agree to the Data Policy set out at the end of these Terms.

Miscellaneous

25. 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

26. 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.

27. The Prizes will be given to the Grand Prize Winner as set out in the Terms. The Grand Prize Winner 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 Grand Prize (if any). The Grand Prize cannot be sold or bartered. There is no refund for a partially used Grand Prize. The Promoter may at its sole and absolute discretion withdraw and/or substitute the Grand Prize 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 Grand Prize.

28. 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.

29. The Promoter 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 Grand Prize, howsoever caused and accepts no responsibility for any loss suffered by a Participant arising from the Competition or the Grand Prize. The Promoter makes no warranties, representations or guarantee either expressed or implied regarding the Grand Prize including but not limited to any warranty of merchantability or fitness for a particular purpose.

30. Participants acknowledge and agree that the Competition is in no way sponsored, endorsed or administered by, or associated with, Instagram.
31. In all cases, the Promoter will not be held liable for the Grand 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 Grand Prize in the country where the Winner is a resident; and
 - b. the terms and conditions of any third-party supplier of the Grand Prize.
33. The Grand Prize Winner may be liable for any expenses not specified on the description of the Grand Prize.
34. Promoter, Sponsor, National Geographic Partners, LLC and any Contest partners ("Contest Partners") expressly disclaim any responsibility and, the maximum extent permitted by applicable law, Participants agree to indemnify and hold harmless Contest Partners from and against any and all claims, actions, demands and/or liability for injury, damage or loss whatsoever relating to or arising in connection with participation in this Competition (regardless of the cause of such injury, damage or loss) and/or the delivery and/or subsequent use or misuse of any of the Grand Prize awarded.
35. Each Participant acknowledges that elements of the Grand 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 Grand 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 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 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 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 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 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. These Terms shall be governed by the laws 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.

DATA POLICY

Your entry into the Competition may require you to provide certain personal information to the Promoter, National Geographic Partners, LLC. and/or Sponsor (as applicable) (including, but not limited to, your full name, date of birth, and country of residence) (“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.