

# TERMS AND CONDITIONS

This Campaign, the "Singapore Cable Car 50<sup>th</sup> Anniversary Social Media Contest" (the "Campaign") is carried out by Mount Faber Leisure Group (MFLG) (the "Organiser"). By taking part or attempting to take part in this Campaign, the participants agree to be bound by the following terms and conditions ("Terms"):

## Entry Requirements & Campaign Criteria

1. All information provided by the Organiser on both MFLG's social media channels (Facebook and Instagram), as well as the MFLG's website relating to this Campaign, shall form part of these Terms.
2. This Campaign commences on Friday, 27 October 2023 at 10:00 hours (SGT) and ends on Thursday, 9 November 2023 at 23:59 hours (SGT) (the "Campaign Period").
3. The Campaign is only open to individuals residing in Singapore.
4. To participate in the Campaign:
  - o Complete the following instructions to validate your entry:
    - Send us photos/ videos of your favourite memory of the Singapore Cable Car (Mount Faber Line) via Instagram DM/ Facebook Messenger at @MountFaberLeisure.
    - Share a short story about the photo - tell us the year, the story behind the picture or simply your favourite cable car memory!
  - o Top 5 entries will be selected based on the quality of the photo/ stories and how compelling the story is. This would be up to the Organiser's discretion.
5. Participants can join in the Campaign within the Campaign Period. Only entries submitted within the Campaign Period are considered valid entries. Late submitted entries will not be accepted and participation will be forfeited.
6. Only one entry per participant will be accepted. In the case of multiple entries, only the first entry will be accepted.
7. The Organiser reserves the right to disqualify, reject, and/or remove any entry at its sole discretion.
8. Shortlisted winners will be required to provide to the Organiser with a valid email address and contact details as it is necessary for the verification of the winner's eligibility and prize delivery, compliant with the Terms, and the facilitation of the carrying out of the Campaign.
9. All prizes will be awarded at the sole discretion of the Organiser.

## Campaign Winners

1. There will be a total of 15 winners. The winners will be selected based on the stated Campaign Criteria in Paragraph 4 and Paragraph 5 above.
  - o First 10 valid entries submitted will receive a 1-year Individual Faber Licence worth \$45 each.
  - o Top 5 entries will each receive prizes consisting of 1-year Family Faber Licence (Family Card) worth \$155, plus \$100 F&B voucher.
2. The Campaign winners will be selected by the Organiser and disclosed on the winner announcement date within 1 working week from the end of the Campaign as set out below.
  - o Results will be announced on MFLG's Facebook and Instagram page.

- Winners will be notified via a direct message on Instagram or Facebook.
  - Instructions for the redemption will be shared as well.
  - The Organiser reserves the right to replace or substitute the Prize(s) without any prior announcement or notice at any time during the Campaign.
3. If a winner fails to respond to our winner announcement email within 5 working days, the winner's Prizes will be forfeited, and the Organiser shall be entitled to select another winner.
  4. The Organiser reserves the right to select the winners based on its own subjective opinions. All decisions made by the Organiser are final and non-negotiable.
  5. The Prizes are non-transferable, non-refundable, and not exchangeable for any other items.
  6. The Organiser is not liable for the replacement of any lost or stolen Prizes.
  7. The Organiser reserves the right to disqualify any winner who fails to fulfil the eligibility criteria or breaches any of the Terms at any time during or after the Campaign. Such winners will have their Prizes forfeited.

### **Personal Data**

1. By participating in the Campaign, you agree that the Organiser's Privacy Policy (at <https://www.mountfaberleisure.com/privacy-policy/>) (the "Data Policy") form part of this Terms. In the event of any conflict between these Terms and the Data Policies, these Terms shall prevail.
2. You consent to, and hereby represent and warrant that all identifiable individuals appearing in the entry have given their consent to, the collection, use, and disclosure by the Organiser and any person designated by Organiser, including but not limited to its affiliates, subsidiaries, advertising and promotion agencies (individually "Authorized Party"; collectively "Authorized Parties") of the personal data contained in the entry (including any personal data provided through Facebook Messenger or Instagram Direct Message) for the purposes of the Campaign as well as for any business, marketing, and/or publicity purposes, such consent or consents being given in accordance with the provisions of the Personal Data Protection Act 2012 and the Data Policies.

### **Release**

1. Participants when required by the Organiser, must present a signed release from the individuals who appear in the entry submitted, and authorize the Organiser and the Authorized Parties to reproduce, distribute, display, and create derivative works of the entry in connection with the Campaign and promotion thereof, in any media now or hereafter known and authorizing the Organiser to exercise its license in the "License" clause hereunder. Failure to provide such releases upon request may result in disqualification at any time during the Campaign and selection of winner. If any person appearing in any entry is under the age of majority, the consent of a parent or legal guardian is required on each release.

### **License**

1. By participating in this Campaign, participants are granting the Organiser and/or the Authorized Parties a worldwide, non-revocable and exclusive license to use, to reproduce, distribute, display and create derivative works of the entries in any

media now or hereafter known, including, but not limited to: display on the Campaign website; publication of a book featuring the entries; publication in Organiser magazine or online highlighting entries or winners of the Campaign; print or online use in Organiser's any publications and online platforms or any third party media platforms. Additionally, by Participating this Campaign, participants grant to Organiser and Authorized Parties the unrestricted right to use all statements made in connection with the Campaign, and the entries, or choose not to do so, at their sole discretion. Neither the Organiser nor the Authorized Parties will be required to provide any form of compensation for any additional consideration or seek any additional approval in connection with such use.

## **General**

1. This Campaign is in no way sponsored, endorsed, administered by, or associated with Facebook and Instagram.
2. Facebook and Instagram's privacy policies and terms and conditions apply. Queries on the same should be communicated to Facebook and Instagram directly.
3. Any trademarks, graphic symbols, logos, or intellectual property contained in any material used in connection with this Campaign are the property of their respective owners. The Organiser and its affiliates, and merchants are not affiliated with, or endorsed or sponsored by, such owners and their relevant affiliates.
4. To the maximum extent permitted by law, you agree that the Organiser and Authorized Parties, and their respective officers, directors, and employees shall not be liable for injury, loss, claims, or damage of any kind arising out of or in connection with your participation or attempted participation in this Campaign or other participants' acts, omissions, negligence, and/or from the acceptance or use/misuse of the Prizes awarded. You agree to waive and release the Organiser and the Authorized Parties from the above-mentioned claims and liabilities.
5. To the maximum extent permitted by law, you agree to indemnify and hold the Organiser and the Authorized Parties harmless against any and all losses, demands, penalties, fines, damages, costs, expenses, claims, or liabilities of any kind arising in connection with your participation or attempted participation in this Campaign or in relation to any misrepresentation or any breach of warranty or obligation under the Terms.
6. Organiser's decisions on all matters relating to this Campaign shall be final and binding. It reserves the right to, at its sole discretion, vary, amend, or modify the Terms and/or withdraw this Campaign in its entirety (or any part thereof) at any time and without prior notice or reason.
7. Organiser reserves the right to disqualify any participant and/or pursue legal action against any person which it believes has undertaken fraudulent activities or other activities harmful or prejudicial to this Campaign or its entry submission process.
8. All stated times are in Singapore local time (GMT+8).
9. No other party apart from the Organiser and the participant shall have any right under the Contract (Rights of Third Parties) Act to enforce the Terms of this Campaign.