

The following terms and conditions (“**T&C**”), and all subsequent revisions or amendments made from time to time by GIANT SINGAPORE without prior notice, shall apply to the “**Amazing Family Photo Contest**” (the “**Contest**”).

### **Contest Period**

I. Contest runs from 22 Oct 2020 – 18 Nov 2020 2359 hours.

II. The mechanics of the Contest is as follows:

- a) Snap a family photo at Giant Tampines or IMM Hypermarket – baby event space.
- b) Post the photo on Instagram, tag @GiantSingapore and #GiantMumsMarket.
- c) Ensure your Instagram account is set to public.
- d) Winners of the best 3 photos will be announced on Giant Singapore Facebook & Instagram page.

### **Eligibility**

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

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

- a. Employees of GIANT SINGAPORE 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;
- c. Employees, directors or contractors of clause 1.2 (b) and their immediate family members and/or relatives living in the same household; and
- d. Individuals who do not reside in Singapore.

1.3 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.

1.4 Participants must be responsible for providing complete and accurate contact information to GIANT SINGAPORE and to the organisers. GIANT SINGAPORE accepts no responsibility for any inability or failure to contact the participants arising from inaccurate or incomplete contact information.

1.5 Every Participant (as per NRIC no.) regardless is entitled to win prizes only once within the same qualifying period.

1.6 All contents submitted, where applicable, shall become the sole property of GIANT SINGAPORE and each Participant’s participation in the Contest shall

constitute the Participant's irrevocable agreement and consent to allow GIANT SINGAPORE 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 GIANT SINGAPORE and/or for developing mailing lists which may be used by GIANT SINGAPORE's business partners to inform the Participants of any future news, promotions or offers.

1.7 If a Participant is below 21 years of age, that Participant shall obtain the consent of his parents or guardian prior to taking part in the Contest. GIANT SINGAPORE reserves the right to request proof of the aforesaid consent in a form acceptable to GIANT SINGAPORE from the aforesaid Participant at any time. Failure to provide such proof, if requested, shall disqualify the aforesaid Participant from the Contest.

1.8 If a Participant is below 21 years of age, that Participant shall obtain the consent of his parents or guardian prior to taking part in the Contest. GIANT SINGAPORE reserves the right to request proof of the aforesaid consent in a form acceptable to GIANT SINGAPORE from the aforesaid Participant at any time. Failure to provide such proof, if requested, shall disqualify the aforesaid Participant from the Contest.

## **Prizes**

2.1 The prizes for the Contest are as follows: \$100 Dairy Farm voucher per winner.

2.2 All prizes awarded under the Contest are non-transferrable. GIANT SINGAPORE 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. Participants shall not exchange the prize for cash or other goods and services.

2.3 Winning Participants are required to share their full name (as per NRIC), valid mailing address if they have been shortlisted.

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

2.5 GIANT SINGAPORE 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.

## **Conduct of the Contest**

3.1 Any entry submitted after the Contest period will automatically be disqualified.

3.2 GIANT SINGAPORE shall have the right to pick reserve winning Participants in the event that any winning Participant(s) is disqualified.

3.3 All winners of the Contest shall be notified by an announcement post on the GIANT SINGAPORE Facebook page no later than 2 weeks after each round of deadline as stated.

3.4 All unsuccessful Participants (i.e. the non-winners) in any round of the Contest shall be eligible to enter into subsequent round(s) of the same Contest.

3.5 GIANT SINGAPORE has the right to reject or remove Entries, disqualify a winner and forfeit any prize if:

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

### **Redemption of Prizes**

4.1 All shortlisted participants must respond within 3 days from notification. If no response is received, they may be replaced with other participants selected from the reserve list.

4.2 GIANT SINGAPORE reserves the right, in its sole discretion, to replace any prizes with other prizes of equivalent market value due to unforeseen circumstances.

### **Limitation of Liability**

5.1 All Participants in the Contest agree that neither GIANT SINGAPORE 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 for the Draws, or any entries received after the Qualifying Period as a consequence of any delay, interruption or failure in submission of entries to GIANT SINGAPORE 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.

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

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

### **General Terms and Conditions**

6.1 GIANT SINGAPORE reserves the right at its sole discretion, to suspend, postpone or terminate the Contest, 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.

6.2 In all circumstances, GIANT SINGAPORE'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.

6.3 GIANT SINGAPORE 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 GIANT SINGAPORE for these purposes, without any payment, fee or compensation whatsoever.

6.4 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.

6.5 If any term or provision of the T&Cs is held to be illegal or unenforceable, such term or provision shall be deemed to be deleted from the T&Cs and the validity or enforceability of the remainder of the T&Cs shall remain in full force and effect. GIANT SINGAPORE's failure to enforce at any time the provisions of the T&Cs 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.

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