

## **#New Homeowners Social Contest**

## Terms and Conditions

- 1. This contest ("Contest") is organised by Senoko Energy Supply Pte Ltd (the "Organiser").
- 2. The Contest is only open to participants above the age of 18 years with a permanent residential address in Singapore ("Participant"). By taking part in this Contest and submitting an entry, the Participant understands and agrees to the terms and conditions set out herein.
- 3. The Contest period begins on 20 June 2023 and ends on 31 December 2023, both dates inclusive, or as otherwise amended by the Organiser. Any entries submitted after the cut-off period will not be considered. To enter the Contest, the Participant must:
  - i) Upload a video submission ("Submission") that shares a fun snippet of a "must-do" practice upon new home keys collection or when entering their new home for the first time and upload it on Facebook, Instagram and/or TikTok ("Social Media"). The video content of the Submission should be at least 15 seconds to qualify.
  - ii) Follow @senokoenergy on Facebook, Instagram or TikTok page, tag @senokoenergy and two friends, and use the following captions for the Submission to qualify:
    - "New Home, New Vibes"; and
    - #LiveSmartSaveSmart.
  - iii) The general public must be able to see the Submission. As such, the privacy settings for the Submission's post, social profiles and/or TikTok account must be set to 'Public' for the purposes of the Contest. For videos posted via TikTok, the TikTok profile must be publicly viewable. The Organiser will not be able to consider any entries that are not available, not viewable, or not successfully submitted due to misconfigured posts, technical errors or corruption of any kind.
  - iv) Any amendment to the video content of the Submission after the Contest period will not be considered.
- 4. The Submission must be done in good taste and must not contain or be connected with any obscene, libellous, offensive, unlawful, seditious, disparaging or otherwise inappropriate material or activity, including, but not limited to references to trademarks, logos, branding of any other names, products or services of a third party. The Submission should adhere to the applicable Social Media's terms of service and community guidelines. The Organiser may, reject and/or disqualify any Submission without providing any reason.
- 5. The Participant represents and warrants that the Submission is his/her original content and that it does not infringe any intellectual property rights or involve any plagiarism. The Participant shall indemnify the Organiser in the event of any breach of this representation and warranty.
- 6. By entering this Contest, the Participant agrees to allow the Organiser to use, refer or link to, reproduce, incorporate, and otherwise publish the Submission (including, but not limited to any material and content) in full or partially, and use the Participant's name, image and

likeness, on any media, including its website, social media platforms or any other media (including any future media), for whatever purpose, including for the Organiser's commercial, advertising, promotional and publicity purposes or activities.

- a. In this connection, the Participant understands and agrees that by submitting the Submission, he/she grants a perpetual irrevocable, worldwide and non-exclusive licence to the Organiser to reproduce, publish, communicate to the public, adapt, modify and use the contents of the Submission, without cost, including any picture(s) and/or any original musical score contained within the video in whatsoever way, whether in whole or in part, in connection with the Contest or other marketing purposes on any media platform. The copyright of the video will remain with the Participant and due credits will be accorded to the relevant Participant should the Organiser use the Submission.
- b. If the Submission uses any copyrighted music, video, or images under licence or with permission, these must be clearly stated in the Submission's / post's comments and permission or a license must be obtained from original creator or copyright owner for the Participant's and Senoko's use. The Participant agrees to indemnify the Organiser from any loss, liability and damages arising from the breach of any third party intellectual property rights and is solely responsible for the resolution of any legal issues arising from their Submission.
- c. Should the Submission feature any other person who is not the Participant, the Participant shall be solely responsible for taking all necessary steps to obtain the permission of such third parties for the use by the Organiser of their image and likeness etc for the Organiser's commercial, promotional and publicity purposes or activities. By submitting the Submission, the Participant confirms that such permission has been obtained.
- 7. Submissions from Social Media accounts that do not belong to real individuals or other accounts that are otherwise linked to or contain content generated by bots or other types of automation or artificial intelligence, or are otherwise suspicious will be disqualified. Third-party entries, bulk entries, or entries submitted by agents are not eligible.
- 8. The Organisers may request for further information or documents from the Participant to verify any matter relating to their Submission and it is a condition of the Participant's continued participation in this Contest and eligibility that they submit the requested information to the Organiser.
- 9. The Participant consents to the collection, use, transfer, disclosure and retention of their personal data for the purpose of the Contest and for Senoko's promotional and publicity purposes or activities. Any personal data collected, stored and processed will be in accordance with Senoko Energy's Data Protection Policy and Disclaimer (https://www.senokoenergy.com/privacy-policy-and-disclaimer). Personal data provided by Participants may be processed by ABAD PTE LTD for the purpose of processing and administering the Contest, conducting Senoko's promotional and publicity activities, and for awarding the prizes.
- 10. There will be a total of three (3) winners of the New Homeowners Social Contest which will be selected from eligible Submissions received during the Contest period. Each winner will receive the prize of \$10,000 worth of COURTS e-vouchers.
  - a. A winner will be selected (at the Organiser's sole and absolute discretion) and announced on 15 August 2023, 15 October 2023 and 5 January 2024 (exact dates

- subject to changes). The Organiser's selection(s) is based on its discretion and will be final and non-negotiable.
- b. The winner will be contacted by direct message, and an announcement will be posted on Senoko Energy's Facebook, Instagram or TikTok page. Additional personal data may be requested to contact the winner or verify a winner's eligibility. If the Organiser determines in its sole discretion that a winner cannot be contacted or has not otherwise responded within three (3) working days, the prize shall be invalidated and forfeited. The Organiser may at its discretion select a replacement winner.
- c. A winner may be required by the Organiser to participate in promotional campaigns involving photographs, videos, interviews or other Social Media submissions.
- d. The Organiser reserves the right to disqualify the winner and/or forfeit the prize after announcement due to any other disqualifying factors determined at the sole and absolute discretion of the Organiser. In event that any winner is disqualified, the Organiser may in its discretion select another winner.
- 11. To the maximum extent permissible by law, the Organiser shall not be liable for, and the Participant shall not hold the Organiser and its agents responsible or liable for, any and all direct or indirect losses, injuries, costs, expenses or damages of any nature whatsoever that may arise from or be incurred in relation to this Contest, including but not limited to the filming or creation of their video, or for any loss of chance). This limitation of liability shall apply to all claims whatsoever including without limitation, claims based on tort (including negligence) and contract. Once the Courts e-voucher has been transferred to the winner, the Organiser will not have any further responsibility to the winner.
- 12. The Organiser reserves the right to, at its sole discretion, suspend, cancel or amend the Contest (including but not limited to replacing the prize with one or more items of similar or lower value) and/or revise these terms and conditions at any time without giving prior notice. By continuing to take part in the Contest subsequent to any revision of these terms and conditions, each Participant shall be deemed to have agreed to any such new or amended terms.
- 13. All decisions of the Organiser are final and binding in all respects and any such decision or discretion exercised by the Organiser are in its sole and absolute right and discretion.
- 14. If you are a staff of the Organiser, ABAD PTE LTD, COURTS (Singapore) Pte Ltd, Playmakers Singapore, and any other companies associated with the preceding companies, you will not be eligible to participate in this Contest.
- 15. Any dispute arising from or in connection with this Contest, including any question about its validity, existence or termination shall be referred to and finally resolved by a documents-only arbitration administered by Singapore International Arbitration Centre ("SIAC") in accordance the SIAC rules then in force. The tribunal shall consist of a sole arbitrator, and the seat and venue of arbitration shall be Singapore. All fees and expenses shall be shared, and each party shall bear their own costs.

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