# TERMS AND CONDITIONS OF TOUR DE FRANCE PRUDENTIAL SINGAPORE CRITERIUM SOCIAL MEDIA CONTEST

### A. Contest Details

### 1. Definitions:

- a) "Prudential" means Prudential Assurance Company Singapore (Pte) Limited.
- b) "Participant" means any person who has a registered Facebook account.
- c) "Contest" means Tour de France Prudential Singapore Criterium Tickets Contest
- d) "Contest Period" means the period 26 October 2022 and 27 October 2022 (both dates inclusive)
- e) "Contest Posts" means the following Prudential Social Media posts: (i) Concert Tickets Contest (link), (ii) Race Weekend Tickets Contest (link)
- f) "Prize" means TWO (02) tickets to Synthony Concert OR TWO (02) Weekend Pass (Blue Zone) tickets to Tour de France Prudential Singapore Criterium 2022.
- g) "Winner" means any participant who has met the winning requirements to receive the Prize.
- h) "Agency" means VaynerMedia APAC Pte Ltd, appointed social media agency for Prudential

# 2. Eligibility

In order to qualify for the Contest, the Participant has to satisfy the following during the period 26 October 2022 and 27 October 2022 (both dates inclusive) ("Contest Period") in order to win the Prize(s) (as defined below), provided always that you satisfy all the qualifying criteria set out in these Terms and Conditions:

To be eligible for the Contest, Participants must follow Prudential on Facebook:

Prudential Facebook Page (link)

### 3. Contest Mechanisms

The Contest is open to all Participants who have a registered Facebook account. To qualify for the Contest,

Participants must follow the instructions listed on the respective Contest Posts:

- Post #1 Concert Tickets Contest (link)
- Post #2 Race Weekend Tickets Contest (link)

All entries must be submitted to Prudential within the Contest Period. Entries received after the Contest period will be disqualified. All entries has to remain visible to the public at all times during the Contest Period.

# 4. Prize(s)

"Prize(s)" means the following:

Post #1 - Concert Tickets Contest (link)

TWO (02) tickets to Synthony Concert

OR

Post #2 - Race Weekend Tickets Contest (link)

TWO (02) Weekend Pass (Blue Zone) tickets to Tour de France Prudential Singapore Criterium 2022.

#### 5. Contest Winners

The first 10 Participants to fulfil the Contest Eligibility and Contest Mechanics on the each of the Contest Posts will win the corresponding prize as stated in Clause 4. Each winner will be entitled to ONE (1) Prize.

### 6. Prize Redemption/Collection

Winners' announcements (with Winners' account name/username on display) will be posted as a comment on the respective Prudential's Contest Posts starting on 28 October 2022.

In order to redeem their prize(s), Winners from the Social Media Pages will need to send Prudential a direct message on our Social Media Pages within 1 working day once the winners' announcement is posted, with the following details as validation:

- a. Name as per IC
- b. Email address

If the Winners fail to respond with the required details within the timeframe as specified above, the Winners shall be disqualified from this Contest and shall not be entitled to the Prizes.

Prudential or the appointed social media agency, VaynerMedia APAC Pte Ltd ("Agency") will communicate with the Winners either via Prudential's official social media pages or email. Winners' details will be forwarded to Prudential and Winners will be contacted officially by Prudential or Agency for prize fulfilment.

#### **B.** General Terms and Conditions

- 1. By participating in the Contest, each Participant is deemed to have accepted and agreed to be bound by these Terms and Conditions and any other instructions, terms and conditions that Prudential may issue from time to time.
- 2. Prudential assumes no responsibility for incomplete, lost, late, damaged, illegible or misdirected forms or email communication, for technical hardware or software failures of any kind, lost or unavailable network connections, or failed incomplete, garbled or delayed electronic transmission which may limit a Participant's ability to participate in the Contest.

- 3. Prudential has the sole and absolute discretion to exclude any Participants from participating in the Contest without any obligation to furnish notice and/or reason.
- 4. Prudential reserves the right to disqualify or disregard any Participant who does not comply with the Terms and Conditions.
- 5. Prudential may at its discretion forfeit the Prize, or, if already awarded, reclaim the Prize at the expense of the Winner without payment, compensation, or having to give any reason whatsoever in the event Prudential subsequently discovers that the Winner is not eligible to participate in the Contest and/or to receive the Prize.
- 6. Prize(s) are subject to availability while stocks last. Prudential reserves the right to replace any Prize with items of similar value at any time without prior notice.
- 7. Prudential shall not be liable for any loss of, damage to, defects, delay, mis-delivery or non-delivery of the Prize.
- 8. Prudential reserves the right to deal with any unclaimed Prize in any manner it deems fit. Prudential reserves the right to request for the Winners' proof of eligibility, identity and/or otherwise for the purposes of verifying the Winner's claim to the Prize(s) at the time of prize collection. Prudential is under no obligation whatsoever to disclose the identity of the Winners or to publish the same for any reason at any point of time.
- 9. The Prizeis not exchangeable for cash, credit or any other items of equivalent value. The validity period of the Prizeis non-extendable. Prudential will be under no obligation to replace or pay to Winner the value of any Prize(s) that are not utilised by the Winners before the end of the validity period of the Prize(s) as may be stipulated by Prudential and/or relevant merchants.
- 10. The Contest is not valid in conjunction with other promotions carried out by Prudential.
- 11. By participating in this Contest, each Participant agrees and consents under the Personal Data Protection Act (Cap 26 of 2012) to the collection, use and disclosure of any and all personal data of the Participant by/to Prudential, advertising and promotional agencies of the Contest and such other third party, in Prudential's absolute discretion, consider appropriate or necessary in connection with the Contest and redemption of Prize(s)
- 12. If a Participant provides Prudential with personal data of any third party, that Participant hereby:
  - a) Agrees on behalf of that third party to be bound by the Terms and Conditions contained herein;
  - b) Consents on behalf of that third party, to Prudential's collection, use, disclosure and processing of his/her personal data in accordance with the Terms and Conditions contained herein.

The Participant warrants that he/she has obtained the said third party's prior consent to such collection, use, disclosure and processing of his/her personal data by Prudential and that the personal data that the Participant provides to Prudential is true, accurate and complete.

- 13. Prudential shall not be liable for any third party's misuse of the Participant's submitted information and photograph as a result of the Participant taking part in the Contest.
- 14. Unless prohibited by law, participation in the Contest constitutes permission for Prudential, its advertising and promotional agencies to use any of the Participant's names, and/or likeness for advertising and promotional purposes. Each Participant further agrees and acknowledges that the copyright and all other intellectual property rights in and to all photographs or audio-video or other recordings of the Participant taken or made in connection with the Contest shall vest solely and absolutely in Prudential without any compensation to the Participant.
- 15. Prudential may at any time at its absolute discretion, without prior notice or assigning any reason thereof or being liable to any person, (i) suspend, cancel or terminate the Contestor (ii) delete, vary, supplement, amend, modify any one or more of the terms and conditions of the Promotion. Prudential's determination of all matters in connection with the Contest and the Prize shall be final, binding and conclusive. Prudential is not obliged to give any reason or prior notice on any matter concerning the Contest or the Prize. No appeal, correspondence or claims will be entertained. Prudential has the right and discretion to determine whether a party has met the requirements of the Contest and/or to receive the Prize. Participants shall not be entitled to any damages or compensation whatsoever or howsoever arising as a result of such amendment, suspension or termination.
- 16. By participating in the Contest, all Participants agree and undertake to, at all times, indemnify, keep indemnified, and hold Prudential, its employees and agents harmless against all losses (including direct, indirect, incidental and/or consequential losses), damages (including general, special, and/or punitive damages), demands, injuries (other than personal injury caused by Prudential's negligence), claims, costs, penalties, interest and fees (including all legal fees as between solicitor and client or otherwise on a full indemnity basis whether or not incurred in respect of any real, anticipated, or threatened legal proceedings), howsoever caused by, arising or resulting from, whether directly or indirectly, their participation in the Contest, acceptance or usage of any Prize, and/or any breach or purported breach of these Terms and Conditions and/or any applicable law.
- 17. Prudential makes no warranty or representation as to the quality, merchantability or fitness for purpose of the merchants' goods and services in respect of the Prize(s). Any dispute about the same must be resolved directly with the merchant. Merchant terms and conditions apply.
- 18. In the event of any inconsistency or discrepancy between the Terms and Conditions and the contents of any brochure, marketing and/or promotional materials relating to the Contest, these Terms and Conditions shall prevail.
- 19. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Contest, in particular the Prize(s), are the property of their respective owners. Prudential is not affiliated with, or endorsed or sponsored by, such owners and their relevant affiliates.
- 20. Failure by Prudential to exercise any of its right or remedy under these Terms and Conditions does not constitute a waiver of that right or remedy.

- 21. The Terms and Conditions shall be governed by Singapore law and the Participants agree to submit to the exclusive jurisdiction of the courts of Singapore.
- 22. A person who is not a party to any agreement governed by these terms and conditions shall have no right under the Contracts (Right of Third Parties) Act (Cap 53B) to enforce any of these terms and conditions.