



Terms and Conditions for VIA National Day Instagram Giveaway Contest (August 2020)

1. The VIA National Day 2020 August Instagram Giveaway Contest (“**Contest**”) organized by Cross Border Payment Pte Ltd (“**VIA**”) and is valid from 7 August 2020 11:00h to 11 August 2020 17:00h (“**Participating Period**”).
2. To participate in the Contest, eligible Instagram users (“**Participants**”) must fulfil the following conditions during Participating Period:
 - (a) Follow VIA’s Instagram account, @viaconnects;
 - (b) Comment their favourite thing in red (“**Content**”) within the comments section of the Contest Instagram post; and
 - (c) Get as many likes as possible on their comment to win.
3. For avoidance of doubt, the Content must be in the comments section of the Contest Instagram post, and not other Instagram posts, Instagram Stories or Direct Messages. The Content must not contain profanity and vulgarity, be demeaning or distasteful in nature, or refer to sensitive event or topic.
4. Eligible winning Participants (“**Winners**”) will be selected by VIA based on the most number of likes on their comments as at the end of the Participating Period, or at VIA’s discretion. All decisions made in respect to the Winners’ selection are final.
5. The **Prizes**, number of Winners and announcement details are described as follows:

Prizes	Number of Winners	Winners’ announcement
5 x Merlion statue art kit (worth \$65), including delivery to Singapore address	5	<ul style="list-style-type: none">• 14 August 2020, 6pm on @viaconnects Instagram Stories.• Winners will be contacted on Instagram’s Direct Message from @viaconnects within one week from announcement.

6. Winners are only eligible to win a maximum of one Prize in this Contest. Prizes will be delivered to the Winners’ Singapore addresses by 4 September 2020, subject to Clause 7 of these Terms and Conditions.
7. To receive the Prizes, Winners must – at the point of receiving the Prize – have continued to fulfil Clauses 2, 3 and 4 of these Terms and Conditions, and:
 - (a) Employees of the Singtel Group of Companies and its appointed advertising, media and auditing agencies and any other parties who are directly involved in the organizing, promoting or conducting of the Contest shall not be eligible to participate in the Contest;
 - (b) For the avoidance of doubt, participation in the Contest is open to individuals only. Corporate or other entities shall not be eligible to participate in the Contest; and
 - (c) VIA reserves the right to request for any information from the Participants’ including without limitation, the provision of the screen shot of the Instagram comments and/or post which the Participants have used in this Contest for the purposes of verifying their eligibility in this Contest. In the absence of such verification as requested, VIA shall be entitled in its discretion to disqualify the participant from the Contest, and the participant shall have no claim whatsoever against VIA in such event.
8. The Prizes are not exchangeable for cash or any kind.
9. Personal data of the Winners - specifically name and home address – will be collected, processed, disclosed and used for the purpose of processing the Prize, or any purposes which VIA deems fit and appropriate.



- 10.** In addition to the criteria for participating in this Contest, the Participants shall consent to assign the right to VIA the entire copyright whether vested, contingent or future, and all other intellectual property rights to the Content.
- 11.** The assignment clause made to Clause 10 of these Terms and Conditions includes without limiting the right to use, broadcast, copy, adapt, modify, delete add to and/or re-arrange the Content or any part thereof and to combine same with any other work to the extent that VIA, in its sole and absolute discretion, shall deem appropriate.
- 12.** The Participant acknowledges and agrees that rights set out in Clause 11 of these Terms and Conditions shall extend to the VIA's assigns, successors, licensees or any party which VIA deems appropriate.
- 13.** By participating in this Contest, the Participants consent to:
 - (a) VIA's collection, holding, storage, use, processing, transfer, disclosure to any relevant third party and/or Instagram, of the Participants' personal data provided to VIA for the purposes relating to provisioning of the Prize;
 - (b) processing their personal data in line with VIA's privacy statement available at https://www.viaconnects.com/Main/privacy_policy/; and
 - (c) VIA's usage of the personal data in accordance with VIA's policies, terms and conditions or notices made by VIA from time to time.
- 14.** By participating in the Contest, each Participant agrees to fully and effectively indemnify, defend and hold harmless VIA from and against any and all rights, demands, claims, causes of action, losses, damages, costs and expenses whatsoever that the Participant may have, or which may arise, whether in whole or in part, and whether directly or indirectly, due to or arising out of participation in the Contest. These obligations will continue to survive the expiry or termination of the Contest.
- 15.** VIA reserves the right to, at its sole and absolute discretion, vary, modify and amend any of these Terms and Conditions and/or to suspend, discontinue or terminate the Contest at any time without prior notification, or liability to any party.
- 16.** VIA is not an agent of Instagram. The goods and/or services obtained or purchased from Instagram shall be subject to such other terms and conditions as may be imposed by Instagram, and Participants agree to be bound by such terms.
- 17.** In the event of any inconsistency between these Terms and Conditions and any other communication, marketing or any other material relating to this Contest, these Terms and Conditions shall prevail.
- 18.** These Terms shall be subject to and construed in accordance with the laws of Singapore and the Participants hereby submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 19.** A person who is not a party to these Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act of Singapore to enforce or enjoy the benefit of any provision of these Terms and Conditions.