

## Terms and Conditions for VIA #Feast with VIA Instagram Giveaway Contest (July 2020)

- 1. The VIA #FeastwithVIA Instagram Giveaway Contest ("Contest") organized by Cross Border Payment Pte Ltd ("VIA") and is valid from 24 July 2020 18:00h to 28 July 2020 23:59h ("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) Upload an Instagram post of the Participant's favourite cuisine according to the theme on his or her person Instagram profile ("**Content**"); and
  - (c) Tag the following within the post: @viaconnects and #FeastwithVIA.
- 3. For avoidance of doubt, the Content must be in Instagram Post format, and not Instagram Stories.
- **4.** For Participants whose Instagram accounts are set as 'Private', they must take a screenshot of the above mentioned post and send it as a Direct Message to @viaconnects Instagram account.
- **5.** Eligible winning Participants ("**Winners**") will be selected by VIA at its sole discretion, and all decisions made in respect to the Winners' selection are final.
- 6. The Prizes, number of Winners and announcement details are described as follows:

Themes	Prizes	Number of Winners	Winners' announcement
Singaporean food	S\$20 credits to Singtel Dash wallet	5	<ul> <li>30 July 2020, 6pm on @viaconnects Instagram Stories.</li> <li>Winners will be contacted on Instagram's Direct Message from @viaconnects within one week from announcement.</li> </ul>
Thai food	S\$20 credits to Singtel Dash wallet	5	
Japanese food	S\$20 credits to Singtel Dash wallet	5	

- **7.** Winners are only eligible to win a maximum of one Prize in this Contest. Prizes will be credited by 14 August 2020, subject to Clause 8 of these Terms and Conditions.
- **8.** To receive the Prizes, Winners must at the point of receiving the Prize have continued to fulfil Clauses 3, 4 and 5 of these Terms and Conditions, and:
  - (a) hold a valid Singtel Dash Balance Account, which must be and remain valid and must not for any reason be terminated and/or suspended, during and after the Participating Period;
  - (b) comply at all times with the terms and conditions governing the use of Singtel Dash Balance, including, but not limited to, the Dash Terms and Conditions (which may be accessed at <a href="https://www.dash.com.sg/terms-andconditions/">https://www.dash.com.sg/terms-andconditions/</a>);
  - (c) 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;
  - (d) 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
  - (e) 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/or or crawl back any Dash credits which have previously credited into their Dash wallet and the participant shall have no claim whatsoever against VIA in such event.
- **9.** The Prizes are not exchangeable for cash or any kind.



- **10.** Personal data of the Winners specifically name and mobile number linked to Singtel Dash account will be collected, processed, disclosed and used for the purpose of processing the Prize, or any purposes which Singtel deems fit and appropriate.
- **11.** 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.
- **12.** The assignment clause made to Clause 11 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.
- **13.** The Participant acknowledges and agrees that rights set out in Clause 12 of these Terms and Conditions shall extend to the VIA's assigns, successors, licensees or any party which VIA deems appropriate.
- **14.** By participating in this Contest, the Participants consent to:
  - 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 and/or Singtel Dash's policies, terms and conditions or notices made by VIA from time to time.
- **15.** 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.
- **16.** 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.
- **17.** 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.
- **18.** 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.
- **19.** 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.
- **20.** 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.