

FairPrice Finest #AlwaysTheFinest Contest

The “FairPrice Finest #AlwaysTheFinest ” (“Contest”) is organised by NTUC FairPrice Co-operative Ltd (“FairPrice”) on its social media platform (“Site”) as follows:

1. FairPrice Finest Instagram Page – <https://www.instagram.com/finestfoodsg>

You are eligible to join the Contest only if you agree to and accept the following terms and conditions ("**Terms and Conditions**"). Please read these Terms and Conditions carefully before participating in the Contest. By submitting an entry to the Contest, you agree to be bound by these Terms and Conditions.

A. Qualifying Entrants

1. This Contest is open to all residents of Singapore aged 21 years and above as at the date of participation, with exception to the following:
 - (a) employees of FairPrice and their immediate family members;
 - (b) employees of the advertising, creative and promotion agencies of FairPrice and any other parties which are directly involved in organizing, promoting and/or conducting the Contest.
2. FairPrice reserves the right to disqualify and/or exclude any entries from the Contest, for any reason and for no reason, including without limitation, violation of any part of these Terms and Conditions.

B. Contest Rules

3. Submit entry through the Sites starting from 5 August 2021 at 10:00 hours to 15 September 2021 at 23:59 hours (Singapore time) (“**Contest Period**”).

4. You may submit only one entry via your personal account on Instagram, by following the steps below. Entries on behalf of another person will not be accepted. In the event of multiple entries, FairPrice will only consider your first entry. Subsequent entries will be deemed invalid.

Step 1: Submit a creative photo or video post on your Instagram feed and/or Instagram Stories*, of a product that you have recently discovered in FairPrice Finest. In your post and/or stories, describe the product in your own words.

Step 2: Follow and tag @finestfoodsg on Instagram

Step 3: Ensure your entry is visible to the public throughout the contest period and during the winner selection period for entry validation

*Only public feed posts may qualify. Only one entry (either on Instagram Stories or Instagram Feed) will be considered per participant.

5. You must own the copyright to your Contest Entry as its author. Your Contest Entry must be your work, must not be copied, must not contain any third-party materials and/or content that you do not have permission to use, must not include any trademarks, and must not include inappropriate or dangerous message, or otherwise be obscene, defamatory, distasteful, offensive, or in breach of any

applicable law or regulation. If FairPrice has any reason to believe your Contest Entry is not your own work or otherwise breaches the Terms and Conditions of this Contest, FairPrice may, in its sole and absolute discretion, reject it and disqualify it without giving reasons.

6. By submitting the Contest Entry, you hereby:

- (a) agree to grant and authorise FairPrice, without compensation, gain or rewards, a non-exclusive and irrevocable license to use, republish, edit and/or modify the Contest Entry, in whole or in part, throughout the world, in perpetuity and in any and all media; and
- (b) represent and warrant that all elements contained in the Contest Entry are original to you or fully cleared for use as contemplated herein, and shall not require FairPrice to pay or incur any sums to any person or entity as a result of FairPrice's use or exploitation of the same.

You shall indemnify and hold harmless FairPrice and its affiliates from and against any claim, action, damage, loss, costs and expenses (including legal fees and professional fees) arising from or in connection with any breach of the foregoing.

C. Winner and Prize

7. A total of 10 entries will be selected by FairPrice as the winners of the Contest (“**Winners**”) based on creativity of the Contest Entry, as follows:

- a. 10 winners to be selected for their entry published from now till 15 September 2021
- b. Selected winners will be announced on on FairPrice Finest Instagram page on 20 September 2021

A Contest Entry must fulfil the following criteria to be shortlisted to win:

- Item chosen must be available in FairPrice Finest
- Caption shared in Contest Entry describes the participant’s unique personal experience of discovering their chosen product at FairPrice Finest
- Visual(s) shared in Contest Entry stands out from others and is engaging and original

8. Subject to the terms and conditions herein, each Winner of the Contest will receive \$50 FairPrice vouchers and \$50 worth of Finest Exclusive Products (“**Prize**”). Each participant is eligible to win only one Prize in the draw.

9. Winners will be notified by FairPrice, through a reply to their winning Contest Entry post. Winners are required to contact FairPrice via Facebook or Instagram private message within [5] days from the date of notification for instructions on collection of the Prize.

10. Winners are to share their Contest Entries to FairPrice as part of entry validation. FairPrice reserves the right to withhold the Prize pending verification of the Winner’s compliance with the Terms and Conditions of the Contest.

11. In the event that a Winner (i) does not respond to FairPrice within 5 days of being notified by FairPrice of his/her win; (ii) refuses to provide his/her name, and contact

information for the purpose of Prize collection; (iii) has breached any Terms and Conditions herein; or (iv) his/her entry is invalid for whatever reasons, his/her Prize will be forfeited and FairPrice shall be entitled to select another Winner.

12. In the event that any Winner is disqualified from the Contest, FairPrice, at its sole discretion, may decide whether a replacement Winner should be selected. In this event, any further Winner will be selected on the same criteria as set out in these Terms and Conditions. FairPrice can repeat this process any number of times until it has selected a satisfactory Winner in accordance with these Terms and Conditions.

13. FairPrice' decision regarding selection of Winners is final. Any correspondences, enquiry or appeals made including appeals to check the status of entries, will not be entertained.

14. Prizes that are not claimed before the stipulated deadline will be forfeited.

15. Prizes are non-transferable, given on an "as is" basis and non-exchangeable for cash or other items and may be subject to availability. FairPrice reserves the right to substitute any Prizes with items of similar value without prior notice.

D. Liabilities

16. Each Participant acknowledges and agrees that FairPrice, its affiliates, advertising, creative and promotion agencies make no representations regarding the quality, merchantability, fitness for a particular purpose or any other implied terms and conditions in relation to the Prizes and shall not be liable in any manner whatsoever for the following: (i) any cost or expense incurred by participants for taking part in this Contest or in the collection of Prizes by Winners; (ii) any consequences, including but not limited to, any claim, loss of life, injury, defect or damage, that arises out of or in connection with the Contest or use of the Prizes; (iii) intervention by unauthorised parties during the Contest Period; (iv) electronic or human errors in the administration of the Contest and processing of entries (including any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, or any problems or technical malfunction of telecommunications network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail or players on account of technical problems or traffic congestion on the internet); and (v) any lost or unsuccessful attempts to contact and notify any Winners.

E. Use of Personal Data

17. All information, including personal data ("**Information**") submitted or known to FairPrice and/or its affiliates in connection with this Contest will only be used for the purposes set out herein and be treated in accordance with these Terms and Conditions and those stipulated in the Privacy Policy of FairPrice and NTUC FairPrice at <https://help.fairprice.com.sg/hc/en-us/articles/360025882432-Privacy-Policy> ("**Privacy Policy**").

18. By submitting the Contest entries, you agree to grant and authorize FairPrice the right to collect, use, process and disclose your name, contact information and other personal data, without remuneration or compensation, for the purposes of:

- a) the conduct and administration in relation to the Contest (including without limitation to collection of Prizes by the Winners);
- b) FairPrice' promotional and marketing purposes; and
- c) for any and all purposes set out in the Privacy Policy.

19. By submitting the Contest entries, you acknowledge that in respect of any Information you provided:

- a) you are authorized to disclose such Information; and
- b) such disclosure complies with the applicable laws and regulations on privacy, and FairPrice together with its affiliates, have the right to use such Information for the purposes set out above. You shall hold FairPrice and all of its officers, directors and employees free and harmless from any liability arising from claims or suits of third parties, including costs and expenses incidental thereto, in connection with its use of the Information.

20. Acceptance of any Prize shall constitute consent on the Winner's part to allow the use by FairPrice of the Winner's name, image, voice, likeness and/or the fact that the Winner won the Prizes for editorial, advertising, promotional, marketing and/or other purposes without further notification, remuneration or compensation to the Winner. The Winner agrees to cooperate with and participate in any and all activities organized by FairPrice for these purposes.

F. Miscellaneous

21. FairPrice reserves the right to cancel, suspend or amend the Contest (in whole or in part) and/or any of these Terms and Conditions at any time without prior notice and without any liability to you. Any cancellation, suspension or changes to the Contest and/or these Terms and Conditions will be posted on the Sites.

22. In the event of disputes regarding the Contest or these Terms and Conditions, FairPrice shall have the right to make the final decision. The decision of FairPrice on all matters relating to the Contest is final, conclusive and binding.

23. In the event of any inconsistency between these Terms and Conditions and any brochures, marketing or promotional materials relating to this Contest, these Terms and Conditions shall prevail.

24. A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce these Terms and Conditions.

25. The Terms and Conditions of this Contest shall be governed by and construed in accordance with the laws of the Republic of Singapore.

26. All participants shall irrevocably submit to the exclusive jurisdiction of the courts of Singapore.