

Terms and Conditions for FRANK by OCBC x National Museum of Singapore – Photography Workshop social contest

The FRANK Photography Workshop Contest (“Competition”) will be held from **3 January 2019** to **15 January 2019**. The submissions for this Competition will start from the launch post on the FRANK by OCBC Facebook and Instagram page on 3 January 2019 (the ‘Launch Post’) and end at **23:59 on 15 December 2019**.

The act of making a submission in this Competition constitutes acceptance of these Terms and Conditions.

A. Eligibility:

1. Every participant must provide his/her comment to the Launch Post either on the FRANK by OCBC Facebook or Instagram account.
2. Every participant must be between 16-29 years old at the start of this Competition (3 January 2019)
3. Every participant must be an existing OCBC customer at the start of this Competition (3 January 2019)

B. Competition:

1. Participants have to leave a comment on the post on their personal photography or photo editing tip.

C. Submission Restrictions

1. All comments posted shall become the sole and exclusive property of OCBC. OCBC shall own and have the sole and exclusive right to use, copy, distribute, translate, modify, display and prepare derivative works of any submission, as well as the right to authorize uses of any submission by others. OCBC shall have the right to obtain and to hold in its own name, copyrights, registrations or other such protection as may be appropriate, and any extensions and renewals thereof. Participants shall, if requested by OCBC, assign all intellectual property rights to OCBC on OCBC’s terms.
2. OCBC will not be held liable for any copying, re-posting or use of any submissions.

D. Prizes

1. OCBC will, at its sole and absolute discretion, select 13 prize winners from the entire pool of Competition participants that have commented on the Launch Posts. The winner will win access to a free photography workshop conducted by urban photographer Lee Yik Keat. Winners must be 16-29 years old and must be OCBC customers.

2. Winners will be notified via **Facebook Messenger or Instagram Messenger**. All winners have to share their full names (As in NRIC), contact number and email address, first 5 digits of NRIC number for verification and confirmation.

3. Contact details provided to OCBC will be used to verify that customers are OCBC customers 16-29 years old, and to confirm their availability for the workshop.

4. The winners will be selected by OCBC at its sole discretion.

5. OCBC reserves the right to select reserve winners to replace any winner subsequently disqualified.

E. General

1. The decision of OCBC on all matters relating to or in connection with this Competition shall be final and binding. OCBC shall not be obliged to enter into any correspondence with any participant on any matter relating to this Competition.

2. OCBC may without notice or liability to any party:

i. Cancel or Modify this Competition;

ii Vary these Terms & Conditions or discontinue this Competition; or

iii. Substitute, withdraw or cancel any prize without disclosing any reason and without any payment or compensation whatsoever.

3. By participating in this Competition, all participants agree to release and hold harmless OCBC from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection, either directly or indirectly, with the following:

i. The awarding, acceptance, receipt, possession, use or misuse of any of the prizes or parts thereof awarded pursuant to this Competition; or

ii. The participation in this Competition, or any prize-related activities including without limitation, any error in computing any breakdown, or malfunction of any computer system or equipment.

4. The following will result in the disqualification of submissions and may result, if discovered after the award of the prize, in the revoking of the prize. Participants agree that the list below is not exhaustive:

- i. Submission is received after the closing date;
 - ii. Submission fails to comply with the entry procedure determined by OCBC;
 - iii. Participants who have previously won an award in another competition or one that has been announced as the winner of an award based on the same entry;
 - iv. Materials that are the same as or similar to that already published at any source that may be known to OCBC;
 - v. Materials that infringe on copyright, industrial property right, intellectual property right or other rights of any other photographs, artworks, statements and/or ideas;
 - vi. Materials banned from exhibition or publication;
 - vii. Any of these Terms and Conditions are breached or disregarded;
 - viii. Any entry that does not meet any of the criteria of this Competition;
 - ix. Any submission with invalid, incorrect, inaccurate or incomplete information;
 - x. Where an attempt is made to subvert the letter and/or spirit of the rules of this Competition;
 - xi. Where the participant is found to be tampering with the entry process or the operation of this Competition or is seen to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or
 - xii. Where the submission contains obscene, racist, unethical, dangerous, violent, politically motivated, sexual inference or legally objectionable material, or material that may infringe upon any person's personal or property rights.
5. In opening a Facebook Account/Instagram Account and using any services, products or features of the same for the purposes of this Competition, each participant is fully liable and responsible for complying with all terms and conditions as may be imposed by Facebook for the Facebook Account/Instagram for the Instagram Account and its usage, and OCBC shall not be liable in any way whatsoever for such Facebook Account/Instagram

Account and its usage. Each participant further agrees to fully indemnify OCBC for all losses, damages, expenses, claims, fees (including legal fees on a full indemnity basis), monies, costs and liabilities incurred by OCBC as a result of or in connection with such participant opening a Facebook Account/Instagram Account and using any services, products or features of Facebook/Instagram for the purposes of this Competition.

6. By participating in this Competition, each participant authorises OCBC to disclose to any party (including the National Museum Of Singapore), any particulars of that participant as OCBC may consider necessary, for the purposes of this Competition and the fulfilment of prize.

7. Acceptance of the prize constitutes permission for OCBC, its advertising and promotional agencies to use any of the winner's names and/or likeness for advertising and promotional purposes without additional compensation unless prohibited by law.

8. In the event of any inconsistency between these Terms and Conditions and any brochure, marketing or promotional material relating to this Competition, these Terms and Conditions will prevail.

9. These Terms and Conditions shall be governed by Singapore law and the participants agree to submit to the exclusive jurisdiction of the courts of Singapore.

10. A person who is not a party these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce any of these Terms and Conditions and notwithstanding any terms herein, the consent of any third party is not required for any variation (including any release or compromise of any liability) or termination of these Terms and Conditions.