

GENECO'S POWER ECO CHALLENGE

Terms & Conditions

A. Official Challenge Rules

1. The Geneco Power Eco Challenge (the "**Challenge**") is a Challenge organised by Geneco ("**Geneco**") powered by Seraya Energy, a subsidiary of YTL PowerSeraya Pte Limited (the "**Organiser**"). Participants should note that the terms "Geneco" and "Organiser" shall be used interchangeably in the course of this Challenge and its corresponding Terms and Conditions. Either way, the aforesaid terms shall be taken to have the one and the same meaning.
2. These terms and conditions (the "**Terms and Conditions**") shall apply to the Challenge. By submitting an entry for the Challenge, participants agree to abide by and are bound by the Terms and Conditions governing the conduct of this Challenge.
3. The Organiser reserves the right to change any terms and conditions of the Challenge at its sole and absolute discretion, without prior notice, reason or liability. By entering the Challenge, the Participants not only undertake to review and be bound by the Terms and Conditions of the Challenge at any particular time, which has been made available for public viewing at the Geneco's website: www.geneco.sg/power-savings but also agree to be bound to subsequent new or amended Terms and Conditions of the Challenge (if any).
4. The Organiser also reserves the right to terminate, cancel, suspend or amend (including but not limited to replacing the Challenge's prize with one or more items of similar value) the Challenge at any time without prior notice, reason or liability. The Organiser accepts no responsibility and/or liability for any deviation in the prize values (if any).

B. Eligibility Conditions

5. Subject to the provisions of these Terms and Conditions, this Challenge is only open to participants who satisfy the following conditions upon commencement of the Challenge:
 - (a) Are and/or are above the age of eighteen (18) years; and
 - (b) Currently reside in Singapore at a permanent residential address.
6. Notwithstanding the foregoing, the Challenge is not open to both employees of Seraya Energy Pte Ltd, YTL PowerSeraya Pte Limited or PetroSeraya Pte Ltd and their immediate family members (such as their spouse, children, siblings and parents). The Challenge is also not open to any other participant deemed ineligible and/or notified by the Organiser as being ineligible at any point during the course of the Challenge.
7. The Organiser reserves their right to exercise their sole and absolute discretion to exclude or disqualify any participant and/or submission from participating in the Challenge, including but not limited to an entry/submission that does not comply with the Terms and Conditions of the Challenge.

C. Challenge Period and Winners

8. The challenge period shall begin on 9 August 2021 at 9:00am and end on 10 October 2021 at 11:59pm (the “**Challenge Period**”). To qualify for the prizes for each week of the Challenge, participants must submit their entries between the timeframe specified per week as follows:
- (a) Week 1: 9 August 2021 at 9:00am to 15 August 2021 at 11:59m;
 - (b) Week 2: 16 August 2021 at 9:00am to 22 August 2021 at 11:59pm;
 - (c) Week 3: 23 August 2021 at 9:00am to 29 August 2021 at 11:59pm;
 - (d) Week 4: 30 August 2021 at 9:00am to 5 September 2021 at 11:59pm;
 - (e) Week 5: 6 September 2021 at 9:00am to 12 September 2021 at 11:59pm;
 - (f) Week 6: 13 September 2021 at 9:00am to 19 September 2021 at 11:59pm;
 - (g) Week 7: 20 September 2021 at 9:00am to 26 September 2021 at 11:59pm;
 - (h) Week 8: 27 September 2021 at 9:00am to 3 October 2021 at 11:59pm; and
 - (i) Week 9: 4 October 2021 at 9:00am to 10 October 2021 at 11:59pm.
- (Week 1 to Week 9 of the Challenge Period shall each be referred to as the “**Weekly Challenge**”.)
9. Any entries submitted outside of the timeframe stated above for Weeks 1 to 9 will be deemed as an entry for the next Weekly Challenge. Any entries submitted after 11:59pm on 10 October 2021 i.e. after the Challenge Period, will not be considered and shall be deemed void. Be that as it may, the Organiser reserves their right to amend the Challenge Period at any time without prior notice.
10. Ten (10) participants with the highest score for the Weekly Challenge (“**Top Weekly Challenge**”) will be chosen as the winners of the Weekly Challenge (“**Top Weekly Winners**”). The Top Weekly Winners will each be entitled to one (1) voucher code from Playmade Singapore (“**Playmade**”) redeemable for one (1) selected Playmade drink at Playmade outlets in Singapore (the “**Top Weekly Prize**”). For the avoidance of doubt, each participant will only be entitled to one (1) Top Weekly Prize throughout the entire Challenge Period.
11. Additionally, the first 100 participants to score 20 points in each Weekly Challenge (the “**First 100 Winners**”) will each be entitled to a 1 x \$0.50 voucher code from Playmade redeemable against Playmade drinks at Playmade outlets in Singapore (“**Voucher**”). For the avoidance of doubt, each participant will only be entitled to one (1) Voucher entire Challenge Period. Top Weekly Winners are eligible of winning the Voucher.

D. Participation

12. To enter the Challenge, each participant must play the Power Eco Challenge game, which will be made available to all participants at Geneco’s Power Savings Page at www.geneco.sg/power-savings. After completing a round of the game, participants will be required to submit their contact details (i.e. their name, contact number and email address) via a Web form for contact purposes (the “**Participant Post**”). Should the participant refuse to complete and submit the aforesaid Web form, the Participant Post will be deemed an invalid submission, and accordingly disregarded for the purposes of winning the Weekly Challenge.
13. Each participant shall submit their entry for the Challenge during the relevant timeframes during Challenge Period stated at Clause 8 hereinabove.

14. For the avoidance of doubt, the Organiser has the right to disqualify and/or remove any entries that do not fulfil the eligibility criteria stated at Clauses 11 and 12 hereinabove, or entries that are breach any of the Terms of Conditions stated herein.
15. Proof of submission to the Organiser also does not serve as proof of delivery to or receipt of an entry for the purposes of the Challenge. The Organiser bears no liability for any submission that is lost, intercepted or not received by the Organiser, due to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, destruction, alteration or unauthorised access to entries whether or not arising during operation or transmission due to server functions (including but not limited to security functions used by Geneco or any third party), virus, bugs or other causes outside the Organiser's control.
16. For the Top Weekly Challenge, although participants may make multiple submissions during the Challenge Period, the Organiser will only take the participant's highest score for the Weekly Challenge into consideration. If a participant has submitted multiple entries for a Weekly Challenge, the latest Participant Post submitted before 11:59pm on the final day of each Weekly Challenge shall be treated as the final entry for that relevant part of the Challenge Period.

E. Selection of Winners and Notifications

17. All winning entries for the Challenge shall be solely decided by the Organiser. The results of the Challenge shall be final and binding, and no appeal against the Challenge's results shall be entertained. In the event of any dispute, the Organiser's decision shall be final and no further correspondence will be entertained.
18. In the event of a draw for the Top Weekly Challenge (i.e. the same score for the qualifying entries for the Weekly Challenge), the Organiser shall award the Top Weekly Prize to the participant who had submitted the earlier winning entry for the Weekly Challenge.
19. The Organiser shall contact the Top Weekly Winners and the First 100 Winners of each Weekly Challenge (jointly referred to as "**Winners**") on the redemption of Top Weekly Prize and/or Voucher (jointly referred to as "**Prizes**") *via* the email address that the participant had submitted in the Web form in the following timeframes:
 - (a) For Weeks 1 to 3, the Winners shall be contacted by 3 September 2021;
 - (b) For Weeks 4 to 6, the Winners shall be contacted by 24 September 2021; and
 - (c) For Weeks 7 to 9, the Winners shall be contacted by 15 October 2021.
20. The Organiser reserves the sole and exclusive discretion to post the Top Weekly Winners' names and results on any of Geneco's social media platforms for marketing and publicity purposes.
21. Participants agree to and understand that they will be required to submit all necessary information (if required by the Organiser) to the full satisfaction of the Organiser if and when he/she is selected as a winner for the Challenge. Unless otherwise stipulated in the Terms and Conditions herein, all personal information collected in connection with this Challenge shall only be used for the purposes of verification of the Winners' eligibility and in accordance with the privacy notice stated at Clause 28 herein.

22. The Prizes are non-transferable and cannot be exchanged for cash, any other forms of credit, and/or any other goods or services, and is subject to such other terms and conditions as may be imposed by the Organiser. Each Prize is valid for a limited time only and expires on the date specified in the email sent to the Winner ("**Redemption Period**"). Failure of the Winner to redeem the Prize within the Redemption Period will render the Prize as forfeited and unaccepted. The Organiser will not be responsible and/or will not entertain any request or appeal for the failure of any Winner to redeem their Prize within the Redemption Period. For the avoidance of doubt, the Organiser will not be liable or responsible for late, lost or misdirected email or other communication to the Winner nor the replacement of any Prizes that are lost due to the deletion of the email by the Winner.
23. The use of the Prize is subject to additional terms and conditions imposed by Playmade. Geneco is not an agent of Playmade and vice versa, and Geneco shall not be responsible for the quality, merchantability or the fitness for any purpose or any other aspect of the products and/or services provided by Playmade. Any dispute about the Prize must be resolved directly with Playmade.

F. Ability to Accept Terms and Conditions

24. Participants affirm that they are at least eighteen (18) years old, and they are fully able and competent to enter into the Terms and Conditions for this Challenge, and hereby agree to abide by and comply with the same.

G. Disclaimer

25. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Challenge, in particular those relating to the Prizes, are the property of their respective owners. The Organiser is not and does not provide any endorsements or sponsorships to their products and/or services. The trademark, logo, graphic symbols of the Organiser and its affiliates (i.e. Seraya Energy Pte Ltd, YTL PowerSeraya Pte Limited or PetroSeraya Pte Ltd) are and remain their intellectual property.
26. Should any of the Terms and Conditions stated herein be held illegal or unenforceable, such term or provision shall be deemed to be deleted from the Terms and Conditions of the Challenge. The rest of the Terms and Conditions shall remain in full force and effect. Failure by the Organiser to exercise any of its rights as stated in the Terms and Conditions herein does not and should not constitute a waiver of those rights.
27. Should there be any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with this Challenge, these Terms and Conditions shall prevail.

H. Use of information and publicity

28. By participating in this Challenge, each participant is deemed to have provided consent to Geneco pursuant to the Personal Data Protection Act 2012, for the collection, storage, use and disclosure of their personal data by/to Geneco and Playmade, and such other third party Geneco may reasonably consider necessary for the purposes of administering this Challenge.

I. Limitations and Indemnity

29. Participants shall assume all risk in respect of loss, injury, damage or liability which may arise as a result of or in connection with the participant's participation in the Challenge or his/her submission of entry.
30. Save for in the case of death or personal injury caused by negligence, the Organiser shall not be responsible or held liable for any losses, damages or injuries of any kind resulting from the participants' entry in the Challenge. All participants (including their children, parents, legal guardians, executor(s) and/or administrator(s)) shall defend and be solely liable for, fully indemnify and hold the Organiser (and its affiliates), its employees and agents, to the maximum extent permitted under the law, harmless from:
- (a) All liabilities, damages, losses, costs (including legal costs on and indemnity basis and/or solicitor-client fees as taxed by the Court) and expenses of any nature arising from any claims, demands, actions, proceedings, recoveries, judgment or execution which Geneco (and its affiliates), officers, employees or agents may suffer or incur by, from or in connection with the participant's participation in the Challenge; and/or
 - (b) Any claims, demands, actions, proceedings, recoveries, judgment or execution arising from infringement, violation of confidentiality, patent, copyright or any other intellectual property rights in the entries, documents and materials produced and submitted by the participants for the purposes of the Challenge.

J. Governing Law and Jurisdiction

31. The Challenge and the Terms and Conditions associated therewith shall be governed by the laws of the Republic of Singapore. By participating in the Challenge, each participant agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore insofar as the subject relates to the Challenge and Terms and Conditions associated therewith.
32. For the avoidance of doubt, 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 any of these Terms and Conditions.