

## **'here. sunrise x sunset' Voting Contest ("Contest") Terms & Conditions**

### **A. Official Contest Rules**

1. 'here. sunrise x sunset' Contest (the "Contest") is organised by Geneco ("Geneco") by Seraya Energy, a subsidiary of YTL PowerSeraya Pte Limited (the "Organiser"), Participants should note that the terms "Geneco" and "Organiser" will be used interchangeably in the course of this Contest and shall be taken to have the one and the same meaning.
2. The Organiser reserves the right to change any terms and conditions of the Contest ('Terms and Conditions') at its sole and absolute discretion, without prior notice, reason or liability. By entering the Contest, the Participants not only undertake to review the Terms and Conditions of the Contest at any particular time, which has been made available for public viewing at the Contest page <www.mysecretgarden.sg> but also agree to be bound to the Terms and Conditions governing the conduct of this Contest, and subsequent new or amended Terms and Conditions (if any).
3. The Organiser also reserves the right to terminate, cancel, suspend or amend (including but not limited to replacing the Contest's prize with one or more items of similar value) the Contest at anytime without prior notice, reason or liability. The Organiser accepts no responsibility and/or liability for any deviation in the prize values (if any),

### **B. Voting Contest Period**

7. The Voting Contest period shall begin on 1 July 2024 at 9:00am and end on 31 August 2024 at 11:59pm ("Contest Period"), The Organiser reserves their right to amend the Contest Period at any time without prior notice.
  - a. *Participation Period (1 July 2024 to 31 August 2024)*
8. To enter the voting contest, each participant shall select up to 9 of his/her favourite lyrics and submit his/her voting submission via the microsite [www.heresunrisesunset.sg](http://www.heresunrisesunset.sg).
9. Each participant will only be allowed to submit 1 voting submission per day, per email address.
10. All participants should ensure that all detailed required (name, email address and contact number) are filled up to be eligible for the contest.
11. Once a submission has been made to the Organiser, the submission shall become the exclusive property of the Organiser (and its affiliates). The submission will not be returned to the participant nor acknowledged.

### **D. Selection of Winners, Prizes and Notifications**

12. There will be five (5) voting winners, selected at random by the Organiser for this Contest.
13. Each winner will be entitled to \$100 eCapitaVoucher each.

14. 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.
15. The results of the Contest shall be final and binding, and no appeal against the Contest'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.
16. The Organiser shall announce the winners of the Contest by 30 September 2024 via email. Geneco will inform the winners about the redemption process via an electronic direct mailer (eDM). The winners must follow the redemption process provided in the eDM to redeem the Prizes. Failure of the winner in complying with the redemption process may result in a delay in the receipt and/or disbursement of the Prizes.
17. The winner must redeem the Prize by the redemption expiry date stated in the eDM ("Redemption Period"). Failure of the winner to redeem the Prize within the Redemption Period will render the Prizes as forfeited and deemed as 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 Prizes within the Redemption Period.

**E. Disclaimer**

18. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Contest 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 are and remain their intellectual property.
19. This Contest is in no way sponsored, endorsed, administered by or associated with Instagram and/or Facebook. Any information provided by participants during the course of and for the purposes of the Contest does not equate to providing information to Instagram and/or Facebook. All participants will only be providing information to the Organiser.
20. 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 Contest. 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.
21. 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 Contest, these Terms and Conditions shall prevail.

**F. Use of information and publicity**

22. Participants are deemed to have provided consent to the Organiser and its affiliates, pursuant to the Personal Data Protection Act 2012, for the collection, storage, use and disclosure of their personal data for the purposes of administering and accessing this Contest.

23. Participants also consent and agree to grant the Organiser (and its affiliates) the exclusive right and power to use, distribute, reproduce and/or modify his/her Contest submission, whether in image or video form, for marketing, promotion and/or advertisement purposes relating to the Organiser (and its affiliates) and the Contest, including print, audio-visual, social media and onsite events related to the contest, without restriction or limitation and for an unlimited number of times.

24. The worldwide intellectual property rights of any work or submission made by any participant in the course of and in connection with the Contest shall be unconditionally vested in and owned by Geneco (and its affiliates). The participants hereby agree to execute any documentation in favour of Geneco (and its affiliates) for such purposes as necessary and required. Geneco (and its affiliates) shall have the authority and mandate to create derivative works from the participants' submissions and sub-license any such works to any third party at its discretion without any compensation to the relevant participant.

**G. Limitations and Indemnity**

25. 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 Contest

26. 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 campaign or any campaign-related activity. 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 an 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), its officers, employees or agents may suffer or incur by, from or in connection with the participant's participation in the Contest; 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 Contest.

**H. Governing Law and Jurisdiction**

27. The Contest and the Terms and Conditions associated therewith shall be governed by Singapore law. By participating in the Contest, each participant agrees to submit to the exclusive

jurisdiction of the courts of the Republic of Singapore insofar as the subject relates to the Contest and Terms and Conditions associated therewith.

28. For the avoidance of doubt, a person who is not a party to any agreement governed by these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any terms of such agreement.