

## Green Discovery SG Social Contest ("Contest") Terms & Conditions

### A. *Official Contest Rules*

1. The Green Discovery SG Social 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.greendiscover.sg](http://www.greendiscover.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 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*

4. Subject to the provisions of these Terms and Conditions, this Contest is only open to participants who satisfy the following conditions within the Contest Period:
  - (a) Currently reside in Singapore at a permanent residential address (the "**Residential Address**") and is the registered account holder (or the authorised person) of the Residential Address;
  - (b) Have submitted at least one (1) entry of the Participating Photo Post:
    - a. To the contest microsite [www.greendiscover.sg](http://www.greendiscover.sg); or
    - b. To the participant's Facebook and/or Instagram account; in which case the participant must have a valid and public Facebook and/or Instagram account for verification

purposes, and must be followers of Geneco's Facebook and/or Instagram (@genecosg) account;

- (c) Does not have a Geneco account that was terminated or closed (whether by the individual or Geneco) in the last twelve (12) months immediately prior to the commencement of the Contest.

5. Notwithstanding the foregoing, the Contest 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 Contest 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 Contest.

6. 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 Contest, including but not limited to the following situations:

- (a) An entry/submission submitted by a participant with inaccurate or erroneous information and/or a fictitious or phantom Instagram profile or Facebook profile;
- (b) An entry/submission submitted by a participant via contest microsite with inaccurate or erroneous information;
- (c) An entry/submission that contains inappropriate material as defined at Clause 14 herein; or
- (d) An entry/submission that does not comply with the Terms and Conditions of the Contest.

**C. Contest Period**

7. The Contest period shall begin on 1 July 2022 at 9:00am and end on 31 August 2022 at 11:59pm (the "Contest Period"). The Organiser reserves their right to amend the Contest Period at any time without prior notice.

**a. Participation Period (1 July 2022 to 31 July 2022)**

8. To enter the contest, each participant shall submit his/her entry via a photo post on his/her Facebook and/or Instagram account. The photo post must capture and share an amazing green space that's unimaginably found in Singapore and must be tagged with @genecosg and the hashtag #GreenDiscoverSG ("Participating Photo Post(s)"). Multiple entries of the same Participating Photo Post is not allowed.
9. Each participant may also submit their entry via an upload of the Participating Photo Post to the contest microsite [www.greendiscover.sg](http://www.greendiscover.sg).
10. All participants should ensure that their submission is visible and accessible by the Organiser by changing the privacy setting of their Facebook and/or Instagram account to public.
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.
12. Participants must refrain from submitting any entries, which contain material that is and/or promotes activities which are sexually explicit, obscene, pornographic, violent, discriminatory, illegal, offensive, threatening, profane and/or inappropriate as deemed by the Organiser. Participants also agree to refrain from submitting any entries which contain any derogatory references to the Organiser (and its affiliates) or any other person or entity including brands or trademarks of the Organiser (and its affiliates), or any other person or entity.

***b. Voting Period (1 August 2022 to 31 August 2022)***

13. 20 shortlisted Participating Photo Posts will be uploaded onto the contest microsite, [www.greendiscover.sg](http://www.greendiscover.sg), from 1 August 2022 9:00am to 31 August 2022 at 11:59pm for voting (the "Voting Period"). The Organiser reserves their right to amend the Voting Period at any time without prior notice.
14. Each voter can cast five votes per day, per email address and will be required to submit their name, email address and contact number.

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

15. There will be a total of one (1) 1<sup>st</sup> prize winner, one (1) 2<sup>nd</sup> prize winner, and one (1) 3<sup>rd</sup> prize winner, awarded on the basis of highest vote count at the end of the voting period. There will be five (5) voting winners, selected at random by the Organiser for this Contest.

- a. The 1<sup>st</sup> prize winner will be entitled to \$1,500 in cash, plus one (1) year's worth of free electricity with 100% Power Eco Add-on worth \$1,250, computed over a period of twelve (12) calendar months and with a monthly cap of S\$100 (the "**Bill Rebate**"), and Power Eco Add-on of 100% Renewable Energy Certificates worth \$50.
  - b. The Bill Rebate shall be credited to the respective 1<sup>st</sup> prize winner's Geneco residential electricity account to offset the 1<sup>st</sup> prize winner's Geneco electricity bill ("**Electricity Bill**"). If the Electricity Bill amounts to less than the value of the Bill Rebate, the remaining value will be used to offset subsequent Electricity Bill(s). For the avoidance of doubt, the Bill Rebate shall only be used to offset Electricity Bill(s) and not be used to offset any security deposit or non-electricity usage-related charges under the 1<sup>st</sup> prize winner's Geneco account.
  - c. Power Eco Add-on of 100% Renewable Energy Certificates will be awarded through the retirement of 5MWh of Renewable Energy Certificates calculated based on a 400kWh/month electricity consumption for 12 months. The retirement will be for electricity consumption before August 2022. A digital e-cert will be awarded to the 1<sup>st</sup> prize winner via email.
  - d. Both the Bill Rebate and Power Eco Add-on will only be redeemable if the 1<sup>st</sup> prize winner has at least a 12-month contract with Geneco.
  - e. All applicable taxes, fees and surcharges and/or foreign duties (if applicable) on the Prizes remain the sole responsibility of the winner
16. The Bill Rebate will only be valid for a period of twelve (12) calendar months from the date of disbursement to the 1<sup>st</sup> prize winner's Geneco account (the "**Validity Period**"). In the event that the Bill Rebate has not been fully utilised by the end of the Validity Period:
- (a) If the 1<sup>st</sup> prize winner is an existing customer who continues to maintain an active residential electricity account with Geneco, the winner will be entitled to "carry over" the balance of the Bill Rebate beyond the Validity Period, and apply the aforesaid balance to his/her future Geneco bills ("**Carry Over Entitlement**").
  - (b) If the 1<sup>st</sup> prize winner only has a twelve (12) month contract with Geneco and wishes to enjoy the balance of the Bill Rebate, the winner will be required to re-contract with Geneco for a residential electricity account to enjoy the Carry Over Entitlement as stated in Clause 16(a).

If the 1<sup>st</sup> prize winner only has a twelve (12) month contract with Geneco and does not intend to re-contract with Geneco for his/her residential electricity account, any unutilized amount will not be claimable nor transferable.

17. In the event that the 1<sup>st</sup> prize winner does not have an existing residential electricity account with Geneco and wishes to terminate his/her pre-existing account(s) with other provider(s) to open a new residential electricity account with Geneco and thereafter redeem his/her Prize(s), the 1<sup>st</sup> prize winner shall not look to the Organiser (and its affiliates) for any termination fees whatsoever relating to the aforesaid termination. For the avoidance of doubt, any termination fees incurred in that regard shall be borne by the 1<sup>st</sup> prize winner.
18. The 2<sup>nd</sup> prize winner will be entitled to \$1,000 cash prize. The 3<sup>rd</sup> prize winner will be entitled to \$500 cash prize. The 5 voting winners will be entitled to \$100 eCapitaVouchers each.
19. 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.
20. 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.
21. The Organiser shall announce the winners of the Contest by 6 September 2022 via email. Winners selected in this Contest must reply and acknowledge the Organiser's email within three (3) working days of the announcement of the winners. When contacting the Organiser, the winners must provide their full name as per their NRIC or FIN, e-mail address, contact number, mailing address, and date of birth, so that the Organiser can verify their eligibility for the prize. 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.
22. The winner must redeem the Prizes within 30 calendar days from the date of receipt of 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.

23. *Disclaimer*

24. 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.

25. 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.

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 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.

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 Contest, these Terms and Conditions shall prevail.

28. *Use of information and publicity*

29. 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.

30. 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.

31. 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 derivate 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.

32. *Limitations and Indemnity*

33. 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.

34. 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.

35. *Governing Law and Jurisdiction*

36. 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.
37. 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.