

TERMS OF CONTEST

1. Acceptance Of Terms And Conditions

- 1.1 By participating in the “MFA Boston x CAG Instagram Contest” (the “**Contest**”), each Participant confirms that he/she has read, understood and agrees to be bound by these terms & conditions set out herein, including any other requirements set out in any Contest-related promotional material, and all amendments, additions, replacements and modifications thereto as may be made from time to time (the “**Terms and Conditions**”).
- 1.2 This Contest is organised and administered by Changi Airport Group (Singapore) Pte Ltd (“**CAG**”).
- 1.3 As a condition of entry into the Contest, each Participant affirms and represents that he/she is 18 years of age and older and agrees to be bound in all respects by these Terms and Conditions.

2. Contest Eligibility Criteria

- 2.1 This Contest is open to participants who (each a “**Participant**” and collectively the “**Participants**”):
- a. are aged 18 years and above (as at the date of their participating in the Contest); and
 - b. are not persons within the Excluded Categories.

“**Excluded Categories**” refer to:

- a. Directors and employees of CAG and any of the subsidiaries, the Civil Aviation Authority of Singapore, CAG’s appointed agencies, vendors, auditors, including any other persons who are involved in organising, promoting and/or conducting the Contest;
- b. Immediate family members of persons who fall within the class of persons referred to above. “**Immediate family members**” refer to spouses, children, parents, parents-in-law and siblings;
- c. Any person who is or becomes insane, deceased, insolvent or is the subject of a criminal investigation, or has criminal proceedings instituted against him/her in any jurisdiction (at the time of entry and/or the draw);
- d. Any person whose participation in and/or association with the Contest may cause (in the sole and absolute opinion of CAG) and/or the Contest, any disrepute, contempt, scandal, ridicule, or cause CAG and/or the Contest to be perceived unfavourably; and

- e. Any other person or class of persons deemed ineligible or notified by CAG as being ineligible from time to time.

2.2 CAG reserves the right (in its sole and absolute discretion) to determine the eligibility of any person in relation to the Contest, and CAG may at any time during the Contest disqualify any person from participating in the Contest without providing any reason if it determines that such person does not meet the eligibility criteria above.

3. Contest Mechanics And Conditions Of Participation

3.1 The Contest shall commence from **14 December 2022 (1800hrs, Singapore Time) and end on 15 December 2022 (1759hrs, Singapore Time)** (the “Contest Period”).

3.2 To take part in the Contest, each Participant shall:

- a. Post a response (on the Contest Instagram Stories) to state their favourite season, and why it is their favourite.

3.3 Each Participant represents and warrants that any personal data the participant discloses to CAG is complete and accurate. Each Participant shall fully indemnify CAG against any loss or damage that may result from his or her breach of this clause.

4. Prizes

4.1 The following prizes have been allocated for the Contest (each a “Prize”, collectively the “Prizes”): three (3) sets of MFA Boston merchandise, with each set comprising the following: one (1) Hokusai-inspired tote bag, one (1) Hokusai-inspired mug and one (1) Hokusai-inspired cushion cover with cushion.

4.2 Prizes shall be allocated to Participants (the “Prize Winner(s)”) who make the most creative comment, which shall be determined in CAG’s sole discretion/ There is no minimum number of Prize Winners and a maximum of three (3) Prize Winners.

4.3 All Prize Winner(s) will be selected **thirty (30) days** following the end of the Contest, or such other later date as may be determined by CAG and/or notified on its official website.

4.4 All Prize Winner(s) will be notified in writing by way of private message to the Instagram account that was used to make the response on the Contest Instagram Stories. The Prize Winners must respond and claim the Prize in writing via the same private message chat within **seven (7) calendar days** from the date of the notification, failing which the Prizes shall be treated as unclaimed and shall be deemed forfeited. Prizes must be claimed in the manner and by the date notified by CAG, which may be changed at CAG’s absolute discretion.

- 4.5 All Prize Winner(s) will be required to collect their Prize at Changi Airport Terminal 3 Basement 2 Customer Service Counter (opposite NTUC Fairprice) from 1000hrs to 2230hrs daily.
- 4.6 All prizes must be redeemed by 31 January 2023 (date inclusive), after which the Prizes shall be deemed forfeited, and there shall be strictly no extensions. CAG will not entertain any appeals whatsoever.
- 4.7 All Prizes are non-transferable, non-refundable and non-exchangeable for cash, credit, goods or benefits-in-kind, unless otherwise stated. There shall be no refund or exchange for any partially used or unused prize. CAG reserves the right to replace or change the Prizes without prior notice.
- 4.8 The Prize Winner is responsible for all taxes payable on the Prize (including but not limited to, Goods and Services Tax, Airport Tax, etc.).
- 4.9 CAG shall not be liable to compensate any Prize Winner if they are unable to use the Prize. CAG makes no representation, warranty or undertaking whatsoever as to any implied terms or conditions with respect to any Prize.
- 4.10 CAG shall not be responsible for any consequences, including but not limited to loss of life, injury to person and/or damage to property, arising from and/or in connection with the use of the Contest, redemption and/or use of the Prizes.
- 4.11 CAG reserves the right to deny or claw back any Prize awarded to any Prize Winner should the Prize Winner subsequently be found to be disqualified or ineligible to participate in the Contest. CAG's determination on all matters relating to the Contest shall be final, conclusive and binding. No correspondence and/or appeals will be entertained.
- 4.12 All Prize Winners whose Prizes have been unclaimed/unredeemed or forfeited hereunder shall not be entitled to any payment or compensation. Failure to respond to any notification from CAG in relation to any Prize won, to take the necessary steps to claim, redeem and/or book the Prize, or to provide any information or material required for the claim/redemption/collection of any Prize, shall be deemed a failure to claim/redeem such Prize. CAG reserves the right to select another winner in CAG's absolute discretion or donate any unclaimed or unredeemed Prizes to charities of its choice.

5. LIABILITY AND INDEMNITY

- 5.1 To the fullest extent permitted by law, CAG shall not be liable in contract, tort (including negligence) or otherwise, for any direct loss, indirect or consequential loss, damage, cost and expense, or loss or profits, arising out of or in connection with the Contest, save and except for any personal injury or death caused by the negligence of CAG and its employees.

5.2 CAG shall not be held liable or responsible for any disputes that Winners may have with our Partners or any other third parties, regarding the use of the Prize.

5.3 Participants agree that they will indemnify and hold harmless CAG, and its directors, officers, employees, agents, contractors (each an "Indemnified Party") from and against all claims, demands, chose in action, judgments, suits, proceedings, liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties, legal costs (calculated on a full indemnity basis and including solicitor and client costs) and all other professional costs and expenses) suffered or incurred by an Indemnified Party arising out of or in connection with their participation in the Contest.

6. GENERAL CONTEST TERMS & CONDITIONS

6.1 CAG reserves the right to:

- a. Refuse the participation of any person in the Contest and/or disqualify any participant of the Contest for any reason whatsoever, including but not limited to unsafe or unruly behavior that may result in harm or damage to that person or any other persons; and
- b. Change or vary these Terms and Conditions as it deems fit, without prior notice. Should any dispute arise, CAG's decision on all matters relating to the Contest and these Terms and Conditions is final, conclusive and binding on all participants and no correspondence will be entertained.

6.2 CAG makes no representation, warranty or undertaking whatsoever as to any implied terms or conditions or as to the accuracy, completeness and timeliness of any content or information regarding the Contest contained on its official website, or on any Contest-related collaterals/materials. All information is accurate at time of print/publishing. CAG shall not be liable for any dissatisfaction, damages, loss, injury or inconvenience arising from the materials published or printed in relation to the Contest.

6.3 CAG reserves the right to amend, modify or delete any content and information regarding the Contest on its official website or on Contest-related collaterals/materials; to correct any errors in any notified Contest mechanics, evaluation of the Contest submissions, or Contest results and Winners and to vary or amend these Terms & Conditions at any time, without providing any prior notice. Any such changes shall be effective and binding once it has been updated on CAG's official website. CAG accepts no liabilities arising from or in connection with these corrections or amendments, including without limitation any liabilities from the change in the Winners resulting from the correction.

6.4 In the event of any inconsistency between these Terms & Conditions and any other form of publicity collaterals relating to a Contest, these Terms & Conditions shall prevail.

- 6.5 These Terms & Conditions may be translated into another language other than English. In the event of any inconsistency between the English version and any other translation hereof, the English language version shall prevail.
- 6.6 All decisions made by CAG regarding the interpretation and application of these Terms & Conditions or on all matters relating to a Contest shall be final and conclusive in each case.
- 6.7 All Winners will be selected at CAG's discretion based on the rules or criteria set for the Contest. CAG is not obliged to entertain any correspondence relating to the decisions of CAG.
- 6.8 CAG reserves the right to cancel the Contest if circumstances arise outside of its reasonable control.
- 6.9 Participants acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with the social media site or platform on which it is hosted.
- 6.10 These Terms & Conditions are not intended to confer rights to any third party under the Contracts (Rights of Third Parties) Act (Cap. 53B).