

Samsung – #TeamUnstoppable UGC Contest Terms & Conditions

1. Samsung - #Team Unstoppable UGC Contest (“Contest”) is organised by Samsung Electronics Singapore Pte. Ltd. of 30 Pasir Panjang Road Mapletree Business City #17-31/32 Singapore 117440 (“Samsung”) and is open to participants who are residents of Singapore and aged 18 years and above as stated on their Identity Card/ Passport (as of 6 September 2021).

2. By participating in this Contest, each participant agrees to be bound by these Terms and Conditions. All rules and regulations and instructions issued by Samsung from time to time will be deemed incorporated in these Terms and Conditions.

3. Samsung reserves the right, at its sole and absolute discretion at any time without assigning any reason, to amend these Terms and Conditions, including without limitation changing the Contest mechanics, Contest Period and/or substituting the prize(s) with other item(s). No person shall be entitled to, and Samsung shall not be liable for, any payment or compensation (whether in cash, credit or kind) whatsoever arising from the foregoing.

4. The Contest will commence on 6 September 2021, 20:00 Singapore Time, and close on 14 October 2021, 23:59 Singapore Time (“Contest Period”).

Entries will only qualify for the Contest if posted within the Contest Period as shown on the date and time-stamp of the Entry on Instagram and Facebook. Entries submitted outside of the Contest Period, or submitted through any means other than specified herein, will not be eligible for the Contest. Any complaints on missing and/or delayed submissions will not be entertained.

5. Samsung makes no guarantee of the availability of its or any other web services and will not be held responsible for any interruption, delay or failure of service that may interfere with the ability to participate in the Contest.

6. The Contest mechanics are as follows:

(1) Each participant must: (a) Share a photo or video of their unstoppable story on their Facebook timeline as a public post, an Instagram in-feed post or Instagram story that’s added to highlights section; (b) Include a caption on your unstoppable story; (c) Set profile to public for the duration of the Contest ; and (d) Tag @samsung_sg and these hashtags #DoWhatYouCant #TeamUnstoppableSG

(2) Each duly posted Facebook timeline post, Instagram in-feed post or Instagram story as specified herein shall be referred to as an “Entry”.

(3) Each participant may submit only one (1) Entry for the entire Contest. Should each participant submit more than one (1) Entry for the Contest, Samsung will take the Entry with the earliest time stamp into consideration for the purposes of the Contest.

(4) Each participant may win only one (1) prize for the entire Contest.

(5) All Entries submitted in the manner set out above will be individually judged by Samsung based on how compelling the Entry is, and three (3) winners will be selected by Samsung at its sole and absolute discretion.

(6) First prize winner will receive a Samsung Galaxy Z Flip3 5G 128GB Cream (worth \$1,398), second prize winner will receive a Samsung Galaxy S21+ 5G 256 GB Phantom Black (worth \$1,228) and third prize winner will receive a Samsung Galaxy Buds2 Graphite (worth \$248).

7. The winners will be notified via Facebook or Instagram private message and will be required to provide information such as their name as per NRIC and contact number in order to verify their eligibility for the prize. The winners will then be provided with information and instructions on prize collection. Prize is not exchangeable by the winner for cash or other items, and is not transferable.

8. Winners shall collect the prize in person and will be required to present their identity card/ passport for verification purposes. Samsung reserves the right to reject any prize collection that does not adhere to the process stated herein. For the avoidance of doubt, all of the foregoing documents will only be sighted for verification purposes at the point of prize collection, and will not be retained by Samsung.

9. The prize must be collected within one (1) week from notification by Samsung. In the event that any prize is unclaimed within such period, or there is no winner determined in respect of the prize, it will be dealt with at Samsung's sole and absolute discretion.

10. Samsung collects participants' personal information in order to conduct the Contest, and may, for this purpose, use, process and/or disclose (including to third parties overseas) such personal information in accordance with these Terms and Conditions and the Samsung Privacy Policy (<http://www.samsung.com/sg/info/privacy.html>). Each participant consents to such collection, use, processing and disclosure of his/her personal information, and represents and warrants that all information provided is true and accurate in all respects. Validity of an Entry is conditional on the participant providing this information.

11. By participating in the Contest, each participant is communicating with Samsung electronically. By doing so, each participant agrees to receive communications from Samsung electronically. Samsung will communicate by Facebook private message or Instagram direct message, via electronic mail, and/or posting notices on Facebook or Instagram. Each participant consents to receiving electronically all agreements, notices, disclosures and other communications that Samsung provides in relation to the Contest.

12. Each participant consents and agrees that his/her Entry may be made available by Samsung for viewing (in any manner and format) and commenting on by the public, and that comments or ratings that he/she disagrees with or is unhappy about may be published or otherwise become associated with Entry. By submitting his/her Entry, each participant waives any privacy expectations that he/she may have with respect to his/her Entry.

13. Each participant agrees that he/she may be required by Samsung take part in marketing, promotional and/or publicity exercises with respect to the Contest, and may be requested by Samsung to grant to Samsung such consents and waivers in respect of Samsung's use and/or disclosure of his/her name, voice, photograph, likeness or other personal identifiable information in any media (including such personal identifiable information contained in any promotional photographs and/or audio/video recordings taken in respect of the Contest), for the promotion and publicity of this Contest, the Samsung brand and/or Samsung products. Each participant agrees that he/she is free to decline to participate or to provide such consents and waivers; however, in such an event then the participant may be disqualified from participating in the Contest.

For the avoidance of doubt, each participant agrees that Samsung shall be at liberty to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use his/her Entry (or any part thereof, including to add any Samsung branding, logo, name, mark, and/or product image): (i) in connection with (including for the promotion and publicity of) this Contest, the Samsung brand and/or Samsung products; (ii) in any manner, format or media whether now known or hereinafter created (including without limitation on online platforms such as Facebook, YouTube, Twitter and Instagram) and in any part of the world; (iii) at Samsung's sole direction; and (iv) royalty-free and without any obligation of attribution or further consent. Each participant hereby irrevocably grants to Samsung all consents and waivers necessary in connection with the above, without further compensation to the participant and where not prohibited by written law.

14. Each participant shall not, without the prior written approval of Samsung, disclose (including without limitation on online platforms and social media) any confidential information provided to him/her or which he/she has access to as a result of his/her participation in the Contest, or speak or give any interviews or comments to the press or any other media relating to the Contest without Samsung's prior written consent.

15. Each participant represents and warrants that (i) his/her Entry is original and has not been previously published; (ii) he/she possesses the exclusive rights to his/her Entry submitted hereunder and has the full and unrestricted right to transfer the same to Samsung free and clear of any claims or encumbrances; (iii) the Entry shall not infringe the intellectual property, privacy, publicity or other rights or interest of any third party or result in any other liability; (iv) his/her Entry does not contain anything that may be deemed by Samsung to be false, misleading, pornographic, libelous, defamatory, obscene, indecent, sexually explicit, hateful, political, racist, religious, blasphemous, harassing, threatening, or otherwise illegal, offensive or objectionable; and (v) his/her Entry shall not solicit funds or include programs that contain viruses, Trojan horses, worms, time bombs or any other programmes designed to impair the operation and functionality of the Contest website or websites linked to the Contest website. Samsung reserves the right to moderate the entries and remove any non-compliant entry, and to report any violations to the authorities if deemed necessary.

16. As a condition of the Contest, where required by Samsung, each winner shall enter into a separate agreement in writing setting out any other applicable terms and conditions, including any confidentiality obligations and/or intellectual property ownership rights.

17. Samsung reserves the right to disqualify any participant suspected of fraud, or whose entry and/or results Samsung believes have been manipulated in any way, or who otherwise interferes with the Contest or does not adhere to these Terms and Conditions.

18. If this Contest is interfered with in any way or is not capable of being conducted as reasonably anticipated, or for any other reason deemed necessary by Samsung, Samsung reserves the right in its sole discretion at any time and without assigning any reason, to the fullest extent permitted by law, to suspend, terminate or cancel the Contest, as appropriate. No person shall be entitled to, and Samsung shall not be liable for, any payment or compensation (whether in cash, credit or kind) whatsoever arising from the foregoing.

19. Prize(s) are provided on an "as-is" basis. Samsung does not undertake any responsibility or obligation to ensure that any prize(s) will be delivered to any winner(s). To the fullest extent permissible under applicable law, Samsung disclaims all warranties and representations of any kind, express or implied, including without limitation any warranty or representation of usability, satisfactory quality, merchantability or fitness for a particular purpose of the prize(s), that any claims made by the manufacturers, distributors and/or service providers of the prize(s) are accurate, that the prize(s) will meet the winner(s)' requirements, or that any prize(s) will be delivered or transferred to the winner(s). To the fullest extent permissible under applicable law, Samsung (including its officers, employees and agents) excludes all liability (including for negligence), for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Contest, including but not limited to, where arising out of the following: (i) any technical difficulties or equipment malfunction (whether or not under Samsung's control); (ii) any theft, unauthorised access or third party interference; (iii) any Entry, claim or prize that is late, lost, altered, damaged or misdirected (whether or not after receipt by Samsung) due to any reason beyond the reasonable control of Samsung; (iv) any variation to the prize(s) value from that stated in these Terms and Conditions; (v) any tax liability incurred by participant(s); or (vi) use of the prize(s). The prize(s) may be subject to additional terms and conditions, and the winner(s) agree to comply with all terms and conditions applicable to the prize(s).

20. To the maximum extent permitted by law, each participant agrees to indemnify and hold Samsung harmless from and against any and all claims, damages, liabilities, costs and expenses (including legal costs on an indemnity basis) arising from the alleged or actual infringement of any third party copyright, patent, trademark or other intellectual property rights, or other rights, any breach by the participant of these Terms and Conditions and/or otherwise arising out of or in connection with the participant's participation in the Contest.

21. Except where expressly provided herein, each participant shall bear his/her own costs and expenses incurred and/or arising from his/her participation in the Contest, and no reimbursement may be sought from Samsung.

22. In the event of any dispute arising from the Contest or relating to the interpretation of these Terms and Conditions, the decision of Samsung shall be final and binding on all parties. No correspondence, appeal or further claims will be entertained.

23. These Terms and Conditions shall be governed and construed in accordance with the laws of Singapore, and each participant irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.