

## **“Exploring Holland Village” Photography Photo Contest (“Contest”)**

By submitting an entry to the Contest, you agree to the following terms and conditions (“**Terms and Conditions**”):

### **A. How to Participate?**

1. Participate in the Contest from 1 December 2023 to 31 January 2024 (“Submission Period”).
2. Subject to Clause 3 of these Terms and Conditions, the Contest is open to
3. people of any nationality lawfully residing in Singapore who are 18 years or older as at the date of participation and during the Contest Period.
4. (i) Employees of Sony Electronics Singapore and its affiliated companies (“Sony Group”), (ii) Associated members of Sony, (iii) advertising and promotion agencies of Sony Electronics Singapore, and (iv) immediate family members and/or those living in the same household of each in (i) to (iii) above are not eligible to participate in this Contest. “Associated members of Sony” in this context refers to Sony contracted coaches and their related staff.
5. To participate, the Eligible Participant shall take and upload at least one (1) photo and up to a maximum of three (3) photos, reflective of the Contest Theme at the link <https://sdw.sony-asia.com/hollandvillage/>.
6. The Contest photo(s) shall be uploaded on or before 31 January 2024 at 23:59:59 (Singapore time).
7. All submitted photos must be taken at Holland Village and its surrounding vicinity. The contestants must be able to provide supporting evidence of any kind as required by Sony that their submitted photos were taken at Holland Village or its surrounding vicinity.

### **B. Photo Requirements**

8. The theme of the Contest is (EXPLORING HOLLAND VILLAGE) (“Theme”).
9. The Contest photo(s) must be taken on or after 1 December 2023, in JPEG format and no larger than 2MB.
10. The Contest photo (s) must be saved in the RGB colour model.
11. The Contest photo (s) must retain the original intact Exchangeable Image File (EXIF) format data.
12. The Contest photo (s) must be captured using a Sony Interchangeable Lens Camera (ILC) and a Sony E-mount Lens (SEL).
13. Post processing is allowed, such as cropping, exposure, white balance, and saturation adjustments. Composite editing is not allowed. Removal of small objects that are not substantial to the photo is allowed.
14. Upon request, the participant must be able to supply Sony and/or Sony Group with a high-resolution Contest photo that is suitable for printing.
15. Upon request, the participant must be able to supply Sony and/or Sony Group an unretouched RAW or JPEG files for verification purpose.
16. Photos submitted must be original works, free of any watermarking and not entered for any other competition/ contest prior to submission.
17. The Contest photos i) must be in the English language or accompanied with an English translation of the audio or visual text; (ii) must be the exclusive original work of the participant; (iii) may not be inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized, as determined by Sony in its sole discretion; (iv) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent,

racially, ethnically or otherwise objectionable or offensive in any way, as determined by Sony in its sole discretion; (v) may not violate or encourage others to violate any applicable law, statute, ordinance or regulation; (vi) may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights; (vii) may not contain commercial or corporate advertising, other than those relating to Sony; (viii) may not include any website URLs, viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code or content that may harm or compromise the proper conduct of the Contest; (ix) may not use any watermarks or distinguishing artist marks (such as signatures); and (x) if found to be in violation of these abovementioned contest rules will be disqualified and therefore removed from the Contest.

18. Where there are images or personal information of other individuals appearing in or associated with the entry and the Contest photo(s), the participant confirm that the individuals have consented and agreed to the participant providing the images and personal information to Sony and that Sony Gardens may use the images and personal information for the purpose of this Contest.
19. By submitting an entry, each participant represents that (i) he/she has the unrestricted right to submit the entry; and (ii) the entry does not infringe upon any third party's proprietary or other rights. No damaged, incomplete, forged or appropriated entries will be accepted.
20. By submitting an entry, each participant thereby (a) specifically authorizes Sony to use and/or license third parties to use, without compensation, gain or rewards, a non- exclusive, perpetual and irrevocable license to use, republish, edit and/or modify the entry in any media for marketing and promotional purposes; (b) represents and warrants that all elements contained in the entry (i) is original to the participant or fully cleared for use as contemplated herein, (ii) does and will not, in any way, violate or breach any of the terms of any other agreement the participant may be a party to, (iii) does not contained libelous, tortuous, or the publication or sale of which will violate any federal or state statute or regulation, (iv) is not obscene or in any other manner unlawful, and (v) shall not require Sony and/or its licensed third parties to pay or incur any sums to any person or entity as a result of the use or exploitation of the same. Each participant shall also indemnify and hold harmless Sony, its licensed third parties and its affiliates from and against any claim, action, damage, loss and costs and expenses (including legal fees and professional fees) arising from or in connection with any breach of the foregoing.

### **C. Winner**

21. The entries will be judged by a Sony panel ("Judging Panel") between 1 February 2024 and 23 February 2024.
22. One (1) photo will be selected by the Judging Panel as the 1<sup>st</sup> Prize Winner based on the originality, composition, and creativity of the entries in incorporating the Theme in the Contest photo.
23. One (1) photo will be selected by the Judging Panel as the 2<sup>nd</sup> Prize Winner based on the originality, composition, and creativity of the entries in incorporating the Theme in the Contest photo.
24. One (1) photo will be selected by the Judging Panel as the 3<sup>rd</sup> Prize Winner based on the originality, composition, and creativity of the entries in incorporating the Theme in the Contest photo.
25. The Winners will be announced on Sony Singapore Facebook page on 23 February 2024.

26. The Winners will be notified by Sony via phone and email within fourteen (14) days after announcement of the Winners and given details on how to claim their Prize (as defined below).
27. Sony may require Winner to provide a valid identification document before awarding the Prize.
28. In the event that a Winner (i) does not respond to Sony within fourteen (14) days of being notified by Sony of his/her win; or (ii) fails to collect the Prize within four (4) weeks from announcement of the Winner; or (iii) has breached any Terms and Conditions herein; or (iv) his/her entry is invalid for whatever reasons, his/her Prize will be forfeited.
29. The Winners shall agree to be contacted by Sony and its authorised representatives to facilitate media enquiries. This may include, but not be limited to, quotes given for inclusion in press releases and press conferences, interviews, etc.
30. In the event that any winner is disqualified from the Contest, Sony, in its sole discretion, may decide whether a replacement winner should be selected. In this event, any further winner will be selected on the same criteria as set out in the Terms and Conditions.

#### **D. The Prize**

31. The 1<sup>st</sup> Prize Winner will receive Sony Store voucher worth of SGD\$1500. Sony reserves the right to substitute the 1<sup>st</sup> Prize Winner Prize with another prize of comparable value.
32. The 2<sup>nd</sup> Prize Winner will receive Sony Store voucher worth of SGD\$1000. Sony reserves the right to substitute the 2<sup>nd</sup> Prize Winner Prize with another prize of comparable value.
33. The 3<sup>rd</sup> Prize Winner will receive Sony Store voucher worth of SGD\$500. Sony reserves the right to substitute the 2<sup>nd</sup> Prize Winner Prize with another prize of comparable value.
34. Prizes are non-transferable and non-exchangeable for cash and may be subject to availability. Sony reserves the right to replace any prizes with items of similar value without prior notice.
35. Winners will be presented with their Prize at Sony Store, One Holland Village 7 Holland Village Way, #02-38/39 One Holland village, Singapore 275748, at a date and time to be advised by Sony. In the event Winners are not available to collect the Prize, they will be required to collect the Prize at Sony Store, One Holland Village within four (4) weeks from the date of notification ("Deadline"). No delivery is allowed.
36. Winner must collect the Prize in person. No proxy is allowed to collect the Prize on behalf of the Winner.
37. Sony reserves the right to withhold the Prize pending verification of the Winner's compliance with the Terms and Conditions of the Contest.
38. The Winners shall be responsible to and bear any applicable tax in connection with the prizes. If any tax is applicable to the prize and such tax is (i) required to be withheld by Sony and (ii) permitted to be withheld from the payment under any applicable tax convention, the amount of such tax shall be deducted from the prize by Sony.
39. Acceptance of any prize shall constitute consent on the Winner's part to allow the perpetual use of the photos submitted for the Contest, the Winner's name, image, voice and/or likeness by Sony for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law.
40. Acceptance of any prize shall constitute a release and discharge of Sony by each Winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the Contest, (ii) personal injury and/or property damage, theft or loss

suffered by the Winner as a result of the use and/or enjoyment of the prize, and/or (iii) any tax liabilities in relation to the Contest, prize and/or use or enjoyment of the same.

41. Sony's decision regarding the award of all prizes, and/or in every situation including any not covered in these Terms and Conditions, shall be final and binding on all participants in the Contest, and no queries, themes or appeals may be made or entertained regarding Sony's decision on the same. The receipt by any Winner of any prize under the Contest is conditional upon compliance with any and all applicable laws, rules and regulations.

#### **E. Liabilities**

42. Sony cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any participant entering the Contest or as a result of entering the Contest or accepting any prize. Sony is not responsible for any safe custody, return, non-delivery or missing of entries, late, misdirected, problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any app, or any combination thereof, including any injury or damage to participant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Contest.
43. By entering the Contest or accepting the prizes, the participant agrees that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against Sony, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Contest, and acceptance of any prize, including without limitation, personal injuries, death and property damage.
44. By participating in this Contest, the participant warrants to indemnify Sony against any and all claims in relation to his/her participation of this Contest and breach of its Terms and Conditions contained herein. Sony's rights are hereby expressly reserved.

#### **F. Use of Personal Information**

45. By entering the Contest, the participant agrees to the use of the participant's name and/or likeness, without compensation, for Sony and its affiliates' promotional and marketing purposes; and to the use of the information submitted in connection with the entry, without compensation, for the purpose of administration in relation to the Contest and for Sony's and its affiliates, promotional and marketing purposes and for any and all purposes set out in the Data Protection Policy of Sony at <http://www.sony-asia.com/section/privacypolicy>.
46. Each participant participating in the Contest acknowledges that in respect of any personal information disclosed by her/him to Sony or obtained by Sony from her/him pursuant to this Site:
  - a. She/he is authorised to disclose such personal information; and
  - b. Such disclosure complies with any privacy legislation from any country, within the geographical scope of the Contest, and the use of such personal information by Sony as contemplated by this Site (including, without limitation, the disclosure of such personal information to Sony's external agencies or third parties).

#### **G. Privacy Policy**

47. Information - When using the site, the participant may be asked to enter information including personal information ("Information"). The Information will only be used for the purposes set out in these Terms and Conditions, for the purposes explained when the participant have has been asked to enter the Information and/or in accordance with this Privacy Policy and the Data Protection Policy of Sony (<http://www.sony-asia.com/section/privacypolicy>).
48. Provision of Information to Third Parties - We will not sell or otherwise transfer the Information to unaffiliated third parties without the participant's approval. If applicable, the participant will have the opportunity to indicate whether he/she would like to "opt in" and/or "opt out" to receiving promotional and/or marketing information about other products, services and offerings from us and/or any third parties.
49. Analysis of User Behavior - We reserve the right to perform statistical analyses of user behavior and characteristics in order to measure interest in and use of the various areas of the Site and to inform advertisers of such information as well as the number of users that have been exposed to or clicked on their advertising banners. We will provide only aggregated data from these analyses to third parties. We are not responsible for any actions or policies of any third parties who request personal information and the participant should check the applicable privacy policy of that party.
50. Cookies - The participant should be aware that information and data may be automatically collected through the use of "cookies". "Cookies" are small text files a site can use to recognize repeat users and allow us to observe behavior and compile aggregate data in order to improve the Site and to target its advertising. Cookies do not attach to the participant's system and do not damage the files. If the participant does not want information collected through the use of cookies, there is a simple procedure in most browsers that allows the participant to deny or accept the cookie feature.
51. Updating or Removing Information - The participant may notify us of any updates, amendments and corrections to previously collected Information by using the Feedback Form on the Data Protection Policy. Further, upon the participant's request, we will use commercially reasonable efforts to delete the participant's Information from our database. However, it may be impossible to delete the participant's entry without some residual information because of backups and records of deletions.
52. Changes to this Policy - We reserve the right, at any time, to modify, alter, or update this Privacy Policy.

## **H. Miscellaneous**

53. Please be advised that all materials posted on the Site are subject to public downloading by third party viewers. Sony has taken precautionary steps to deter users from downloading. However, should downloading persist, Sony shall not be held accountable or liable for any damages caused.
54. Sony reserves the right, in its sole discretion, to terminate or suspend the Contest without any liability to any participant should there be unforeseeable events which in Sony's absolute opinion may jeopardize the process of the Contest.
55. Sony reserves the right to amend/change the Terms and Conditions and the prizes without any liability to the participants.
56. In the event of disputes regarding the Contest or the Terms and Conditions, Sony shall have the right to make the final decision.

57. The Terms and Conditions of the Contest shall be governed by and construed in accordance with the laws of the Republic of Singapore.
58. For further question, you may direct your queries to [SDWInquiry.SG@ap.sony.com](mailto:SDWInquiry.SG@ap.sony.com)