

## **SEEK AND WIN! A DBS FACEBOOK LIVE TREASURE HUNT Terms & Conditions**

### **1. THE CONTEST**

- 1.1 The organiser of *Seek and Win! A DBS Facebook Live Treasure Hunt* (“**FB Contest Show**”) is DBS Bank Ltd (“**Organiser**”). By participating in the FB Contest Show, you unconditionally accept and agree to comply with and abide by these rules (“**Rules**”) and the decisions of the Organiser, which shall be final and binding in all respects. The Organiser is responsible for the collection, submission or processing of entries/responses and the overall administration of the FB Contest Show.
- 1.2 Under these Terms and Conditions, “DBS PayLah!” refers to a mobile wallet offered by DBS that comprises a stored value facility that may be used by a user of the mobile service (individually a “**User**” and collectively, “**Users**”) to transfer funds via the DBS PayLah! application for mobile devices that can be downloaded by Users from the Apple App Store and Google Play Store (“**Application**”).
- 1.3 By participating in the FB Contest Show, Participants will be deemed to have consented to the inclusion of their Facebook and Carousell name and/or account name in any of the Organizer’s pre-live, live, post-live videos and/or any announcements, notifications and/or comments on the Organizer’s Facebook pages in relation to the FB Contest Show.

### **2. ELIGIBILITY:**

2.1 The FB Contest Show is open to Users who:

- (a) are legal residents of Singapore; and
- (b) are above 18 years of age with have a valid Facebook account; and
- (c) have a registered Carousell account via their website and/or application (“**Carousell Account**”) and have not closed their Carousell Account during the FB Contest Show Period and any extended period as instructed by the Organizer for purposes of the Participants fulfilling the Terms and Conditions herein; and
- (d) have successfully downloaded the DBS PayLah! Application and registered for a wallet account in the Application (“**DBS PayLah! Account**”) before or during the FB Contest Show Period; and
- (e) set up CarouPay with either DBS PayLah! or any DBS or POSB cards; and
- (f) have not closed their DBS PayLah! Account during the FB Contests Show Period and any extended period as instructed by the Organizer for purposes of the Users fulfilling the Terms and Conditions herein;

hereinafter collectively (“**Participants**”).

- 2.2 The Organiser, and their related corporations, partners, producers, distributors, licensors, licensees, retailers, sales representatives, advertising and promotion agencies and any other party which are directly involved in organising, promoting or conducting the FB Contest Show and each of their respective officers, directors and employees, are ineligible to enter the FB Contest Show and/or win a prize.
- 2.3 This FB Contest Show is subject to all applicable laws and regulations and is void where prohibited or restricted by law.

### 3. HOW TO ENTER:

- 3.1 The FB Contest Show will be held 11 December 2018, 9:00 p.m., or at any other period as solely determined by DBS.
- 3.2 Please read and listen carefully to the rules on how to enter the FB Contest Show when it is announced and promoted by the Organizer via its DBS Facebook page and/or any via its partners' channel(s) and social media platforms (if applicable) prior to and during the FB Contest Show.

### 4. FB CONTEST SHOW MECHANICS

- 4.1 Participants are required to do the following for the FB Contest Show ("**Contest**"):
  - 4.1.1 Join the FB Contest Show on the DBS Facebook Page ("**DBS Facebook Page**") to receive hints to find the hidden listings that can be found on Carousell;
  - 4.1.2 The FB Contest Show's host will introduce each Contest item ("**Item**"). Participants will have five (5) minutes ("**Item Contest Period**") to search for the listing on Carousell.
  - 4.1.3 The first Participant who finds the listing and purchases the Item with CarouPay is the winner ("**Winner**").
  - 4.1.3 Each Item can only be purchased by one Participant.
  - 4.1.4 A Participant is eligible to win one Item only. If a Participant purchases more than one Item, the listing will be rejected and open to other Participants.
  - 4.1.5 Participants will have to pay price listed on the Carousell listing using CarouPay that is registered with their DBS PayLah! or any DBS/POSB cards only.
  - 4.1.6 If the Winner did not use DBS PayLah! or DBS/ POSB Cards to purchase the item with CarouPay, the prize will be forfeited.
- 4.2 The Organizer will decide the Winner and shall have the final say on the decision of the Winner.
- 4.3 Participants are solely responsible and liable for comments made under the Participant's name, user name, email address, Carousell profile and/or Facebook profile. The Organizer reserves the right to delete or edit, without notice to Participants, any posts, comments, entries or content that we deem, in our sole discretion, inappropriate or in violation of Facebook's Terms of Use and/or DBS's Terms and Conditions hereunder.

### 5. WINNER SELECTION:

- 5.1 The Organizer will, in its sole and absolute discretion, select the Winner for each Contest Item within 24 hours of the FB Contest Show.

- 5.3 In selecting the Winner, the person who purchased the listing on Carousell is viewed at the Organiser's end as the Winner and the Organiser's decision in this regard shall be final and conclusive.

## 6. WINNER NOTIFICATION:

- 6.1 Subject to Clause 6.5 at all times governing notification terms, the Organizer will notify and announce the Winner for each Item on the

- (i) DBS Facebook page within 24 hours of the FB Contest Show;
- (ii) Carousell will thereafter, send the Winners a direct message on Carousell alerting them of their winning Item, and to verify if the Participant used DBS PayLah! or DBS/POSB Cards via CarouPay;
- (iii) The Winner will, by way of direct message within Carousell Application, respond to the Carousell's direct message, to verify the payment mode.
- (iv) Upon receipt of the Winner's direct message, Carousell will send a direct message to the Winners for the purpose of requesting the particulars needed for Clause 6.2 below;

- 6.2 Winners are required to provide the Organizer with his/her name (as per NRIC/FIN/Passport), and mobile phone number by way of direct message through the Carousell Application to Carousell ("**Winner Response Message**") within 48 hours from the time of notification as per Clause 6.1(iv) above.

- 6.4 If the Winner does not respond with the information as required in Clause 6 and/or does not fulfil any of the Terms and Conditions hereunder, the Winner shall be deemed to have forfeited all rights to the Item and the Organizer shall have the sole and absolute discretion to forfeit the winning Item.

- 6.5 Carousell will provide instructions as to where, when and how to collect their winning Item at Carousell's office. The Contest Item Winner may be required to sign and return an affidavit of eligibility and release of liability, and a publicity release. No substitution or transfer of a Item is permitted except by Organiser. Items not collected within 30 days from payment will be forfeited.

- 6.6 Prior collection of the winning Item, the Participant has to click "Item Delivered" within the Carousell listing to release payment via CarouPay.

- 6.7 Any winner notification not responded to or returned as undeliverable may result in Item forfeiture.

### 6.8 A **PERSONAL DATA SHARING**

The Participants and the Winners consent to the Organizer sharing their personal data, particularly such data he/she provides in Contest Winners Response Message with its partners and/or affiliated parties with are directly involved in organizing, promoting or conducting the Facebook Live Show for the purpose of administration and producing the FB Contest Show and Contest Item fulfilment.

## 7. CONTEST ITEMS:

- 7.1 All taxes, fees and surcharges are the sole responsibility of the Winner. Failure to comply with the Rules will result in forfeiture of the Item. Organiser reserves the right in its sole and absolute discretion to award a substitute Item of equal or greater value if a Item described is unavailable or cannot be awarded, in whole or in part, for any reason. The value of the Item represents Organiser's good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the Item turns out to be less than the stated value (if any), the difference will not be awarded in cash. Gift cards and gift certificates are subject to the terms and conditions of the issuer. Items cannot be transferred, redeemed for cash or substituted by winner. Organiser makes no representation or warranty concerning the appearance, safety or performance of any Contest Item awarded. Restrictions, conditions, and limitations may apply. Organiser will not replace any lost or stolen Items. Contest Items may be removed from packaging and opened for filming purposes.
- 7.2 To the extent permitted by law, the Winners shall release the Organisers, its related companies and successors, partners, distributors, licensors, licensees, retailers, sales representative, advertising and promotion agencies and any other party which are directly involved in organizing, promoting and conducting the Contest and each of their respective officers, directors, employees, contractors, agents and volunteers ("**Release Parties**") against any and all claims, costs, rights, demands, losses, damages, causes of action and liabilities of any kind arising out of the acceptance and use of any Item(s) or entry into the Contest, including (but not limited to) loss of income, personal injury, damage to property and whether direct or consequential, foreseeable, due to a negligent act or omission or otherwise.
- 7.3 To the extent permitted by law, the Winners hereby indemnify the Released Parties against all losses (including loss of profits), damage, costs or expenses (including legal fees and costs of investigation) or liabilities arising out of or in connection with my entry into the Contest and my acceptance of any Item(s).
8. **PRIVACY:** Any personal data supplied by you will be subject to the privacy policy of the Organiser posted at [www.dbs.com/privacy](http://www.dbs.com/privacy) which can be found at [www.facebook.com/dbs.sg/](http://www.facebook.com/dbs.sg/). By entering the FB Contest Show, you grant Organiser and its partners and/or other parties which are directly involved in organising, promoting or conducting the FB Contest Show permission to share your email address and any other personal data supplied by you as required for the purpose of administration and producing the FB Contest Show and Contest Item fulfilment, including use in a publicly available winners list.

You acknowledge and agree that any information and/or personal data you post on Facebook in the course of your participation in the FB Contest Show would constitute publicly available information (including your account name and picture) ("**Participant Data**") and you consent to the Organizer's use and/or license others to use the Participant Data or any part thereof in any and all media, whether now known or hereafter devised, for editorial, advertising, promotional and/or marketing purposes of Organiser without further compensation to you except where prohibited by law.

Participants consent under the Personal Data Protection Act (Cap 26 of 2012) (“Act”) to the collection, use and disclosure of the Participants’ personal data by/to the Organizer, the organizers, promoters or conductors of the FB Contest Show and such other third party as the Organizer may reasonably consider necessary for the purpose of the FB Contest Show and the participants confirm that they have read and agree to be bound by the terms of the Organizer’s Privacy Policy, as may be amended, supplemented and/or substituted by the Organizer from time to time. [[dataprivacy@dbs.com](mailto:dataprivacy@dbs.com)]

9. **LIMITATION OF LIABILITY:** Organiser and its partners who produce, promote and administer the FB Contest Show assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of the FB Contest Show; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the FB Contest Show; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; or (f) any injury or damage to participant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the FB Contest Show or download of any materials in the FB Contest Show. If, for any reason, the FB Contest Show is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this FB Contest Show, Organiser reserves the right at its sole discretion to cancel, terminate, modify or suspend the FB Contest Show in whole or in part. In such event, Organiser shall immediately suspend all entries and/or Contest Item awards, and Organiser reserves the right to award any remaining Items in a manner deemed fair and equitable by Organiser. Organiser shall not have any further liability to any Participant in connection with the FB Contest Show. The Participant agree that the Organizer and its partners who produce, promote and administer the FB Contest Show shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the Contest or the use of or reliance on any such content, goods or services available on the Organizer's and its partners who produce, promote and administer the FB Contest Show and its respective social media platforms and websites used in connection with the FB Contest Show.
10. **SOCIAL NETWORK DISCLAIMER:** A Facebook account is required to enter the FB Contest Show. If you don't already have a Facebook account, visit [www.facebook.com](http://www.facebook.com) to create one. It is free to create an account. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to Organiser and not to Facebook. By participating via the Facebook platform, participants are also subject to Facebook's data policy and terms of use, which can be found at <https://www.facebook.com/about/privacy> and <https://www.facebook.com/legal/terms/update>.

## 11. Indemnity

- 11.1 **General Indemnification:** Participants shall indemnify the Organizers and its partners who produce, promote and administer the FB Contest Show against all and any costs, expenses, damages, liability or injury (whether physical in nature or against the reputation of any party) incurred by the Organizer and its partners who produce, promote and administer the FB Contest Show arising out of or relating to the Participant's entrance in the said Contest and or Participant's acceptance, use or misuse of Items, including but not limited to any of the Participant's acts, omissions, statements, publications whatsoever as may be in breach of any law or legal rights, as the case may be.
- 11.2 **Third Party's Rights and Indemnification.** By participating in this Contest, the Participant warrants that all personal details, answers, responses and/or entries submitted in the Contest are the participant's own information are true and/or accurate. Participants agree to indemnify and keep indemnified the Organizer and its partners who produce, promote and administer the FB Contest Show against all claims, losses, damages and/or expenses whatsoever arising from any infringement or violation of any third party's rights in relation to their participation in the Contest.

## 12. Intellectual Property

- 12.1 Each Participant warrants that the content of their post is original, originates from the Participant and does not infringe the intellectual property rights or any other rights of third parties. Each Participant shall indemnify and hold harmless the Organizer and its partners who are directly involved in the production, promotion and administration of the FB Contest Show against any and all actions, claims, damages, losses, charges, expenses, liabilities and costs arising from or incurred by reason of any claim that any part or whole of the post entry infringes any intellectual property rights of any third party.
- 12.2 Each Participant grants the Organizer and its partners who produce and administer the FB Contest Show a non-exclusive, royalty-free license to use the post entry for promotional or advertising purposes including but not limited to uploading the post entry onto a public website for promotional or advertising purposes.

## 13. General

- 13.1 The Organizer may upon notice and without liability to any party:
- vary these Terms & Conditions or suspend or discontinue the FB Contest Show; or
  - substitute, withdraw or cancel any Items without disclosing any reason and without any payment or compensation whatsoever.
- 13.2 The Organizer's decision on all matters relating to this FB Contest Show is final. No correspondence or claims will be entertained.
- 13.3 The Participant agrees and consents to the Organizer's and/or its advertising and promotional agencies using the Participant's name, the Participant's Facebook Handle, the Participant's post entry for the Organizer and/or its partners' producing the FB Contest Show and promotional purposes and without additional compensation unless prohibited by law.
- 13.4 By opening a Facebook account and using any services, products or features of Facebook for the purposes of the Contest (including without limitation, uploading any materials onto this

platform), each Participant is fully liable and responsible for complying with all terms and conditions as may be imposed by Facebook, and the Organizer and its partners who administer, promote and produce the FB Contest Show shall not be liable in any way whatsoever for such account and usage. Participants' comments, photos, and video responses posted to the Organizer's Facebook page are also subject to the terms of use of this platform.

- 13.5 This live Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. By participating in this FB Contest Show, you agree to a complete release of Facebook from any claims.