

**Terms and Conditions**  
**SONY ALPHA FEST THEME CONTEST**

Sony Electronics (Singapore) Pte. Ltd., through its division company Sony South East Asia ("**Sony**") maintains <https://sony.patroids.asia/microsite/AlphaFest2023/index.html> ("**Site**") and is responsible for organising Alpha Fest Theme contest ("**Contest**"). By entering and participating in this Contest, participants agree to be bound by and to comply with the terms and conditions of the Contest ("**Terms and Conditions**") and the decisions of Sony in relation to and in connection with this Contest. Sony reserves the right to cancel and/or amend the Contest and the Terms and Conditions at any time without prior notice. Any changes will be posted on the Site.

**Eligibility**

1. The Contest is open only to 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 ("**Eligible Participant**").
2. Notwithstanding the above definition of "Eligible Participant", employees of Sony and its affiliates in Singapore, advertising and promotion agencies of Sony together with their employees, and immediate family members and/or those living in the same household of each of the aforesaid persons are not eligible to participate in this Contest.
3. Sony reserves the right to disqualify and/or exclude any entries or participants from the Contest, for any reason and for no reason, including without limitation, violation of any portion of these Terms and Conditions.
4. You warrant to indemnify Sony against any and all claims in relation to your participation of this Contest and breach of its Terms and Conditions contained herein. Sony's rights are hereby expressly reserved.

**Contest Period**

5. The Contest is from **30 September to 1 October 2023** ("**Contest Period**"). Sony shall not be liable for any entries that are sent by Eligible Participants but not received by Sony during the Contest Period for any reason.

**Contest Mechanics**

6. **How to Enter**

On each day of the Contest Period (Day 1 on 30 September 2023 and Day 2 on 1 October 2023), the theme for the day and the relevant hashtags will be announced on @SonySingapore's social media channels and on Site at 10AM.

To enter the Contest, the Eligible Participant must complete the following:

STEP 1: To take photos with Sony products based on the theme for the day.

STEP 2: To post the photos on their Instagram account by 4 PM on the day, and the post must include the relevant hashtags. Each Instagram post may include up to 5 photo entries. The participating Instagram profile must be set to public.

7. **Submission Requirements**

- i. Submitted photo entries must be shot with any Sony Alpha camera, Sony lens or Xperia phones.
- ii. Editing of photo entries are allowed, but excessive digital imaging / post-treatments are discouraged.
- iii. Participants may only submit more than 1 Instagram post per participant and each post may include up to 5 photo entries. If the participant submits more than 5 photo entries in a single post, Sony may disqualify any or all of the photo entries and/or posts.
- iv. Shortlisted photo entries will need to submit the original photo for verification and review of metadata, including capture date and time.

## **8. Selection of Winners**

- i. All eligible photo entries (entries with vulgar and malicious content will not be considered) will be judged based on relevance to the theme by Sony's selected judging panel comprising of Sony Alpha Professionals and Creators (as listed on the Site).
- ii. A total of 3 winners per day per theme will be selected. The announcement of the winners will be notified via Instagram Direct Message and announced on Sony's social media channels by 7 PM on the day itself.
- iii. We reserve the right in our sole discretion, to edit or delete any documents, information or other content appearing on the site including disagreements, without any notice requirement or obligation to you.
- iv. The winners shall agree to be contacted by Sony and/or 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.

## **Prizes**

9. Subject to the terms and conditions herein, the winner(s) of the Contest shall receive the corresponding listed prize(s) below from Sony:
  - Grand winner x1: SGD700 Sony Store Voucher
  - Notable winners x5: SGD300 Sony Store Voucher
10. Prizes are non-transferable and non-exchangeable for cash or credit and may be subject to availability. Sony reserves the right to replace any prizes with items of similar value without prior notice.
11. Acceptance of any prize shall constitute consent on the winner's part to allow the use of 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. 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.
12. In the event that any winner is disqualified from the Contest for any reason, 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.

13. 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.
14. 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.
15. Where applicable, prizes not collected within 4 weeks from the date of notification for collection shall be forfeited at Sony's sole discretion.

### **Contest Entries**

16. Submissions: (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 Eligible 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 Contest Rules will be disqualified and therefore removed from the Contest.
17. By submitting an entry, Eligible 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.
18. By submitting the entry, each Eligible Participant thereby (a) specifically authorizes and licenses Sony to use and/or license third parties (including but not limited to the Brand Partners sponsoring the Prizes) to use, without compensation, gain or rewards, a non-exclusive and irrevocable license to use, republish, edit and/or modify the entry in any media for marketing and promotional purposes which includes but not limited to publication at Sony's store for a duration of two years; (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. You 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.
19. Any costumes, props or other materials used must be rented or borrowed with the permission of the owner, and all other relevant permissions must have been obtained.

20. Participant guarantees that any enhancement is made via use of legally acquired software.
21. Participant guarantees that any audio files added to the videos are obtained legally.
22. Videos that use Augmented Reality (AR) effects applications (TikTok, SnapChat, Boomerang & etc.) will be excluded from joining this Contest. The video is allowed light retouching but cannot be digitally manipulated such that the video will be deemed unrealistic and/or untruthful.
23. You shall hold Sony and all of its officers, directors and employees free and harmless from any liability arising from claims or suits of third parties, including costs and expenses incidental thereto, in connection with the use of the Contest videos, photos and/or entries.
24. Where there are images or personal information of other individuals appearing in or associated with your entry, you confirm that the individuals have consented and agreed to you providing the images and personal information to Sony and that Sony may use the images and personal information for the purpose of this Contest.
25. Sony reserves the right to disqualify all entries that do not meet the rules and regulations of the Contest. These include entries submitted with invalid or incorrect information.
26. Unfair or unethical methods of participation may result in disqualification.
27. Sony's decision for the winner is final.

#### **Liabilities**

28. Sony cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any Eligible 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 Eligible Participant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Contest.
29. By entering the Contest or accepting the prizes, you agree 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.
30. By submitting the entry, you agree and warrant that you shall not submit any content (a) that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence; (b) that violates any law, statute ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair Contest, anti-discrimination or false advertising); that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; (c) on behalf of any merchant or manufacturer, or for which you were compensated or granted any consideration by any third party; (d) that includes any information that references other apps, addresses, email addresses, contact information or phone numbers; (e) or that contains any computer viruses, worms or other potentially damaging computer programs or files.

#### **Use of Personal Information**

31. By entering the Contest, you agree:
- a. to the use of your name and/or likeness, without compensation, for Sony's and its affiliates' promotional and marketing purposes; and
  - b. 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>.
32. Each individual 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).

### **Disclaimer**

33. 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.

### **Privacy Policy**

34. Information - When using the site, you 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 you have 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>).
35. Provision of Information to Third Parties - We will not sell or otherwise transfer the Information to unaffiliated third parties without your approval. If applicable, you will have the opportunity to indicate whether you 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.
36. Analysis of User Behaviour - We reserve the right to perform statistical analyses of user behaviour 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 you should check the applicable privacy policy of that party.
37. Cookies - You 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 recognise repeat users and allow us to observe behaviour and compile aggregate data in order to improve the Site and to target its advertising. Cookies do not attach to your system and do not damage your

files. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature.

38. Updating or Removing Information - You 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 your request, we will use commercially reasonable efforts to delete your Information from our database. However, it may be impossible to delete your entry without some residual information because of backups and records of deletions.
39. Changes to this Policy - We reserve the right, at any time, to modify, alter, or update this Privacy Policy.

#### **Miscellaneous**

40. Sony reserves the right, in its sole discretion, to terminate or suspend the Contest without any liability to you should there be unforeseeable events which in Sony's absolute opinion may jeopardize the process of the Contest.
41. Sony reserves the right to amend/change the Terms and Conditions and the prizes without any liability to the Contest participants.
42. In the event of disputes regarding the Contest or the Terms and Conditions, Sony shall have the right to make the final decision.
43. The Terms and Conditions of the Contest shall be governed by and construed in accordance with the laws of the Republic of Singapore.