

FILMGARDE MAKE-OVER-A-MOVIE-POSTER CONTEST 2018 TERMS AND CONDITIONS

The terms of this release ("Agreement"), which constitutes an agreement between you and Filmgarde, are as follows:

1. Acceptance

You have indicated that you wish to participate in the **Filmgarde 2018 MAKE-OVER-A-MOVIE-POSTER** contest (the "Contest") run by Filmgarde Cineplexes ("Filmgarde"). By submitting the entry form (the "Form"), you confirm that you have read and fully understand all terms and conditions of the Contest, and that you accept them/this release as set out herein.

2. Entrance Criteria

The Contest is open to people aged 16 years and above who hold Singaporean nationality, or have a status as permanent resident (PR), up to, and beyond 14 September 2018.

3. Start and Deadline

The Contest commences on 14 September 2018 and closes at 11.59pm on 31 October 2018. Entries received after that date and time will strictly not be considered. Filmgarde reserve the right in their absolute discretion to extend the closing date for a reasonable period of time where an insufficient number of the entries received have satisfied the entry and judging criteria.

4. Submission of Entry

To enter the Contest, you must complete in full the entry form (the "Form"), and submit a Poster ("your Entry") with the entry form via Mail / Email / In-Person. The entry form can be downloaded from <http://fgcineplex.com.sg/contests.aspx> Your Entry can be submitted via any of the following channels:

- (1) Mail / In-Person

Please mail your Entry to:

Filmgarde Cineplexes
5 Stadium Walk
#05-01, Leisure Park Kallang
Singapore 397693

Attention: Filmgarde Cineplexes – Make-Over-A-Poster Contest 2018

*Note: In-Person submission is applicable only during office hours, excluding weekends and public holidays.

- (2) Email

Please email your Entry to: movies@filmgarde.com.sg

5. Entry Specifications/Requirements

(1) Choice of Movie/Film ("Movie")

You may submit an Entry based on your original design and interpretation of either of the stipulated movie, **GREASE** or **DRUNKEN MASTER (醉拳)**.

(2) Medium of Entry

Filmgarde accepts all mediums for the design of your Entry, for e.g. watercolour, acrylic, pen, pencil, digital etc. Please note the following Entry Submission specifications:

(a) Actual/Physical Poster

The Poster must be in the specified dimension of A0 or 841 x 1189 mm and submitted on proper Art Paper or Canvas in good condition

(b) Digital Poster

The Poster must be in the specified dimension of A3 or 842 x 1191 pixels.

Filmgarde reserves the rights to reject any Entries/Submissions that do not comply with the above specifications/requirements.

6. Limitation of entries

You may submit up to one Entry per medium per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed. Entries must be made by the authorized account holder of the email address submitted.

7. Receipt

Filmgarde takes no responsibility for Entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt.

8. Expenditures

You will be solely responsible for all costs etc arising from the design and submission of your poster/Entry. Filmgarde will not be liable for re-imburement of any costs involved in the preparation or submission of entries. Filmgarde will also not be liable for, or pay for, any damage, expenses, losses which may be incurred by you in your preparation of your Entry/Entries.

9. Laws, Permits and Intellectual Property

Your Entry must be your own original work, must not be copied, must not contain any third-party materials and/or content that you do not have permission to use, must not promote your own or third party goods or services or include any trademarks and must not show inappropriate or dangerous behaviour, or otherwise be obscene, defamatory, distasteful, offensive, or in breach of any applicable authority legislation or regulations, or in breach of any confidentiality obligations owed by you to third parties. If your Entry breaches this paragraph in any way, Filmgarde reserves the rights to disqualify it and you agree that Filmgarde will not be liable or responsible for any claims, damages etc arising from such breaches owing to or derived from your actions, participation and/or submission whatsoever.

10. Release and Rights of Use

By submitting your Entry to the Contest, you give Filmgarde:

- a) permission for your Entry to be published on all Filmgarde touchpoints and marketing/sales channels, including but not limited to its website, online portals, video channels such as YouTube and Facebook, on-screen trailer screens etc and hereby grant Filmgarde a non-exclusive, royalty-free, worldwide license to use and publish your Entry for purposes connected with the Contest and/or for Filmgarde's in-house marketing, exhibition and branding purposes and campaigns, including but not limited to producing it as a poster, postcard, book, photo, etc and to adapt the Entry including to shorten or edit it for such purposes where necessary at its discretion, and you hereby irrevocably waive, for the benefit of Filmgarde, all moral rights in the Entry to which you are entitled, and;
- b) the right to use your name, photograph and town or city of residence for the sole purpose of identifying you as the author/creator of your Entry and/or as a participant, finalist or winner of the Contest, and;

11. Disqualification

Filmgarde has the right to disqualify your Entry if:

- a) you do not meet any of the Contest Terms and Conditions;
- b) you cannot be contacted;
- c) you do not respond within five days of being contacted by Filmgarde in relation to your Entry;
- d) you are suspected of inappropriately influencing or manipulating, or your actions or inaction can, directly or indirectly, cause damage or distress to the branding and business of Filmgarde, in which case, Filmgarde reserves the right to take the following actions, including via legal recourse against you as it deems necessary

In the event of disqualification, Filmgarde may select a new entry, winner in accordance with the selection processes below.

12. Selection Criteria

A total of 10 Winners ("Winners") will be selected – 1st, 2nd, 3rd Prizes and 7 Special Mentions. Filmgarde will be looking at the following criteria in its evaluation:

- (1) Creativity
 - In interpreting the concept and/or title and/or plot and/or any other aspect of the Movie
- (2) Style
 - How well the artwork is executed (details, level of difficulty, innovation and/or skill in using/mixing of mediums etc)

Filmgarde will notify the Winners within one week of that date and request verification of their eligibility to enter the Contest.

13. Judging

In the event of any dispute regarding the Rules or the results and all other matters relating to the Competition, Filmgarde's decision is final and no appeal shall be admitted nor shall any correspondence be entered into.

14. Prizes

Winners will be awarded as follows:

1ST PRIZE

Samsung Note 9 + 3 Pairs Filmgarde Movie Vouchers + \$50 Capitaland Shopping Vouchers

2ND PRIZE

Apple Ipad + 3 Pairs Filmgarde Movie Vouchers worth + \$50 Capitaland Shopping Vouchers

3RD PRIZE

Wacom Tablet worth + 3 Pairs Filmgarde Movie Vouchers + \$50 Capitaland Shopping Vouchers

SPECIAL MENTIONS (7 WINNERS)

Each winner will receive 5 Pairs of Filmgarde Movie Vouchers + \$50 Capitaland Shopping Vouchers

- (1) Any prize given is not transferable/exchangeable/redeemable for cash. All prizes must be taken as stated and no compensation will be paid if a Winner is unable to use their prize;
- (2) Filmgarde disclaims all warranties (whether express or implied) including but not limited to warranties that the prize/s will meet the winners' requirements, warranties of satisfactory quality;
- (3) Filmgarde may at its discretion, at any time replace or substitute the prizes with any other prize/s of equal value and reserves the right to vary, delete or add to any of these terms and conditions from time to time without notice;
- (4) All prizes unclaimed by 15th November 2018 shall be forfeited.

15. Personal Data Protection Act

You consent and agree that you have provided your personal particulars to participate in this Contest in order for Filmgarde to communicate with, and contact you for the purpose of this Contest, and all other information, promotions and updates, including marketing and advertising materials in relation to Filmgarde's goods and services. Filmgarde values your privacy and will adhere to the guidelines and terms as governed by the Personal Data Protection Act (PDPA).

16. Indemnity and Hold Harmless

You agree to assume the entire responsibility for any and all losses, damages, claims, demands and expenses (including, but not limited to, legal costs on indemnity basis) arising out of your participation in the Contest, and fully indemnify, defend and hold harmless Filmgarde, its owners, its management, affiliated entities, agents, servants and employees from any and all such losses, damages, claims, demands and expenses etc arising from your participation in the Contest/submission of Entry/Entries.

17. Governing Laws and Regulations

This Agreement is subject to and governed by the laws of Singapore and the parties hereto submit themselves to the non-exclusive jurisdiction of the courts in Singapore. A person who is not party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Agreement.

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