## The ULTRAxMBS Experience

## **Terms & Conditions**

1. Ultra Singapore is the organiser of The ULTRAxMBS Experience Instagram and Facebook Competition ("the Competition"). The Competition will start on 24 August 2015 at 6:00pm Singapore time and end on 14 September 2015 at 6:00pm Singapore time ("Period"). Entries received before or after these dates and times will not be considered.

2. To enter the Competition, the entrants ("Entrants"):

a. must have a valid Instagram or Facebook account. Instagram profile settings must be PUBLIC for an individual's photo submission to qualify.

b. must follow the Ultra Singapore Instagram feed at @<u>ultra.sg</u> (<u>http://instagram.com/ultra.sg</u>) and 'like' the Ultra Singapore Facebook Page (<u>https://www.facebook.com/ultrasingapore</u>).

c. will need to post a picture of their favourite headline artist of Road To Ultra Singapore 2015 line-up or share the Ultra Experience video and include the hashtag # ULTRAxMBS in their entry caption.

3. Entrants may submit an unlimited number of distinct entries. However, multiple entries will not increase the Entrants chances of winning. Ultra Singapore will identify each Entrant according to their Instagram or Facebook user account.

4. By taking part in the Competition, Entrants represent and warrant that they have the legal right and capacity under their respective jurisdictions to enter into the Competition and to agree to these Terms and Conditions. This Competition is void where prohibited or restricted by law, and entries from such jurisdictions shall not be accepted. Entrants below the age of 18 are not permitted and will be ignored by Ultra Singapore.

5. Each photograph or video that is entered into the Competition must meet all of the requirements set forth below:

a. The photograph or video must be the Entrant's original work and, where photograph or video contains any third party copyrighted image(s) or footage, properly crediting the source of any and all such copyrighted image(s) or footage.

b. The photograph or video may not feature nudity or obscene language or material that is libellous or defamatory; and c. Ultra Singapore reserves the right, in its sole and absolute discretion, to disqualify any photo submission that violates the above criteria.

6. One (1) winning Entrant ("Winner") will be chosen. The determination of the Winner shall be selected at random by Ultra Singapore and such determination shall be final and binding.

7. The Winner will receive:

- a. 2 night stay on 19<sup>th</sup> & 20<sup>th</sup> September @ Marina Bay Sands (Premier Room)
- b. Dinner for 2 on 19th September at Marina Bay Sands Celebrity Chef Restaurant,

## ADRIFT

- c. Backstage tour at Road To Ultra Singapore 2015
- d. Artist Meet & Greet at Road To Ultra Singapore 2015
- e. Premium GA admission tickets at Road To Ultra Singapore 2015
- f. A bottle of Moet & Chandon champage

Distribution of the prize shall be within the sole discretion of Ultra Singapore. Terms and conditions for the use of the tickets and for entry into Road To Ultra Singapore shall apply.

8. The prizes do not include any costs, fees or expenses relating to acceptance or usage of the prizes unless explicitly stated herein, such as but not limited to air tickets to Singapore, taxes, meals, beverages of any type, merchandise, service charges, souvenirs, telephone calls and gratuities and tips (the "Expenses"), which are the responsibility of the Winner. Neither Ultra Singapore, Marina Bay Sands Pte Ltd nor their affiliates, subsidiaries, divisions, joint ventures, and/or third parties providing services on their behalf, and their respective officers, directors, members, shareholders, management, employees, partners, agents, insurers and other associated parties and their respective successors and assigns, shall be held accountable for the Expenses.

9. The Winner will be announced on Ultra Singapore Facebook Page on 16 September 2015. The Winner will also be notified by a comment placed on their post for their winning submission and/or video share. Once the Winner has been notified, the Winner will need to email Ultra Singapore at <u>info@ultrasingapore.com</u> with their name, identification number and contact number. Participation in and usage of the prize will be subject to the terms and conditions in a prize letter which will be provided to the Winner.

10. If the Winner does not, by 17 September 2015, contact Ultra Singapore or provide the necessary information and documents they will be disqualified and their prizes forfeited. Prize collection details will be shared with the winner via email after they have provided Ultra Singapore with the necessary information.

11. In the event that the Winner is at any time determined to be ineligible or withdraws from the Competition, Ultra Singapore reserves the right to substitute another Entrant to replace such person, although it will not be under any obligation to do so. The selection of the replacement Entrants shall be within the sole and absolute discretion of Ultra Singapore, which decisions shall be final.

12. By submitting an entry to the Competition, the Entrant, at any time, without any fee or other form of compensation grants Ultra Singapore permission for his/her entry to be published on Ultra Singapore's websites, in print materials, radio broadcasts, and displayed on Ultra Singapore's Facebook Page, Instagram, Twitter or any other social media pages.

13. Any Entrant found cheating will be disqualified from the Competition and rendered ineligible for any prizes. Ultra Singapore reserves the right to disqualify Entrants for fraud, manipulation or other related issues, including providing false information (such as fake account(s), personas or photos) or for deliberately withholding information.

14. Automated submissions via computer modems or any other programs will be deemed invalid. Ultra Singapore reserves the right in its sole discretion to disqualify any individual who

tampers with the submission process, which as a result corrupts or affects the administration security.

15. Entrants may not object or reject to the prizes given out by Ultra Singapore. The prizes are non- transferable and non-refundable. The prizes may not be sold or used for any commercial purpose, including but not limited to any use for which the Winner would be entitled to collect fees or receive any remuneration. Ultra Singapore will be under no obligation to replace any prizes that are not utilized by the Winners before any expiry date as may be stipulated by Ultra Singapore. Marina Bay Sands reserves its rights to replace any of the stipulated prizes with other prize(s) of equivalent value.

16. Ultra Singapore reserves the right to revise, cancel, suspend or modify the Competition and/or the prizes at its sole discretion without notice. At any time, Ultra Singapore reserves the right to disqualify an Entrant, to modify these Terms and Conditions, or any aspect of the Competition as it deems necessary, or to cancel the production and development of the Competition. Ultra Singapore shall not be obliged to give any reason or enter into any correspondence with any persons on any matter concerning the Competition. Ultra Singapore is under no obligation to exploit the Competition in any media. In case of any dispute arising in connection with the Competition or these Terms and Conditions, any decision by Ultra Singapore, or Marina Bay Sands Pte Ltd, is final and no challenges to such decision will be entertained.

17. Instagram and Facebook are not involved in terms of sponsorship, endorsement or the event administration of this Competition. Entrants are providing their information to Ultra Singapore and not to Instagram or Facebook.

18. Ultra Singapore is not responsible for (a) electronic transmission errors or delays resulting in an inability to participate in the Competition or other loss, (b) theft or destruction of or unauthorised access to or alterations of entry materials, or for technical, hardware, software failures of any kind, (c) lost or unavailable connections, or delayed computer transmissions, whether caused by Ultra Singapore, or by any of the equipment or programming associated with or utilised in the Competition or by any technical or human error which may occur in the processing of submissions which may limit, restrict, or prevent a party's ability to participate in the Competition. Proof of delivery of an entry is not proof of receipt by Ultra Singapore.

19. The following parties are not eligible to participate in this event: (i) advertising agencies, tenants and affiliates of Ultra Singapore; and (ii) employees of Ultra Singapore and their immediate family members. It shall be the duty of employees of Ultra Singapore to inform their immediate family members that they are not eligible to participate in this promotion. Ultra Singapore reserves the right to refuse to issue a prize to the Winner determined to be non-eligible.

20. Each Entrant agrees to release, discharge, and hold harmless Ultra Singapore and Marina Bay Sands Pte Ltd, their parent companies, affiliates, directors, officers, employees or agents from any and all claims including, without limitation, claims for slander, libel, defamation, violation of rights of privacy, publicity, personality, and/or civil rights, depiction in a false light, intentional or negligent infliction of emotional distress, copyright infringement, and/or any other tort and/or damages arising from or in any way relating to the submission of an entry, participation in the Competition, and/or the use of the Entrant's provided details and/or likeness

in connection with the Competition, or the promotion thereof in all media now known or hereafter devised.

21. By participating in the Competition or accepting and/or using the prizes, the Entrant agrees that Ultra Singapore shall not be responsible, and no claim relating to any losses or injuries (including special, indirect and consequential losses) shall be asserted against Ultra Singapore, its affiliates, directors, officers, employees or agents for any and all losses, damages, rights, claims and actions of any kind resulting from the Competition and acceptance or usage of any prize, including without limitation, personal injuries, death and property damage.

22. Entrants shall indemnify Ultra Singapore and Marina Bay Sands Pte Ltd against any losses, claims, demands, liabilities, costs and expenses for personal injury or death, loss, damage to property, breach of any obligations, warranty or representation, intellectual property infringement claims, fines and penalties, which may be imposed on or which Ultra Singapore and/or Marina Bay Sands Pte Ltd may suffer or incur or which may be made, instituted or asserted against Ultra Singapore and/or Marina Bay Sands Pte Ltd misconduct, or a breach of obligations, covenants, representations or warranties by the participant in connection with this Competition.

23. The Competition and these Terms and Conditions will be governed by Singapore law and Entrants agree to submit to the exclusive jurisdiction of the Singapore courts.

24. A person who is not party to any agreement governed by these Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any term of such agreement or these Terms and Conditions.