

SHOP SMALL X #KISSME92 GIVEAWAY TERMS & CONDITIONS FOR CONSUMERS

1. The Shop Small x #KisSME92 Giveaway (the "Contest") is jointly organised by American Express International Inc. and SPH Media Limited (each an "Organiser" and together the "Organisers").
2. Participation in the Contest is subject to the Contests & Lucky Draws Terms and Conditions (available at <https://corporate.sph.com.sg/terms-and-conditions/online-contests/>) (the "General T&Cs") and these Terms and Conditions (the "Specific T&Cs", and together with the "General T&Cs", the "T&Cs"). In the event of any conflict or inconsistency between the Specific T&Cs and the General T&Cs, the Specific T&Cs shall prevail to the extent of the conflict or inconsistency.
3. By entering or participating in the Contest, all participants are deemed to unconditionally agree to be bound by and to comply with the T&Cs, including all amendments, additions, replacements, variations and modifications thereto as may be made by the Organisers from time to time, which shall be final and binding in all respects on each participant. Amendments to the T&Cs will be posted at this webpage. Non-compliance with or breach of any of the T&Cs or any attempt to interfere with the Contest may disqualify a participant at any stage of the Contest, and any prizes won may be forfeited, withheld, withdrawn or reclaimed.
4. The Contest runs from 5 November 2021 to 31 December 2021 (both dates inclusive) (the "Contest Period").
5. The Organisers reserves the right, at any time in its sole and absolute discretion, to cancel, terminate or suspend the Contest without prior notice and without liability to any party.
6. The Contest is open to all Singapore Citizens, Permanent Residents, Employment Pass Holders, Dependent Pass Holders and Student Pass Holders residing in Singapore.
7. The following persons are not eligible to participate in the Contest: (i) employees of the Organisers or their respective related corporations; (ii) employees of the Organisers' respective partners or sponsors of the Contest; and (iii) immediate family members (namely spouses, children, parents, brothers and sisters) of any of the employees listed in (i) or (ii) above.
8. To participate in the Contest, a participant must do the following during the Contest Period:
 - (a) Visit any participating business which is listed on <https://www.americanexpress.com/en-SG/maps> and displays the Shop Small x #KisSME92 decal (see below) (the "Decal") at its retail premises;
 - (b) Take a photograph of the Decal and the business signage; and
 - (c) Post the photograph(s) on his/her public Instagram account (which must be active for at least the past 6 months and belong to an individual based in Singapore) with the hashtags #KisSME92 and #ShopSmallSG as well as a caption with his/her recommendation on the merchant. The settings of his/her Instagram account must permit public viewing of posts in order for the submission to be valid. Each post as aforesaid shall be referred to as a "Submission". The Organisers have the right to determine whether any post is a valid submission in its sole and absolute discretion. For avoidance of doubt, posts on any other platform apart from Instagram will not be taken into account.



9. There is no entry fee to enter the Contest.
10. Each participant may make multiple Submissions, but is only entitled to win a maximum of one prize in the Contest.
11. There are a total of two prizes to be won for the Contest: Two iPhone 12 Pro, 128GB (each worth more than S\$1,000).
12. There will be two winners for the Contest, both of whom shall be chosen by the Organisers based on the creativity of their Submissions including the caption, whose decision shall be final and binding on all participants.
13. The winners will be notified via phone call or email. If a winner cannot be contacted or fails to respond within 14 days of the first notification, the winner will be disqualified and another winner may be selected by the Organisers in their sole and absolute discretion.
14. The Organisers' decisions in relation to all aspects of and matters relating to the Contest are final and binding on all participants. No enquiries, appeals or correspondence, whether verbal or written, shall be entertained. The participants shall unconditionally accept and abide by any and all decisions made by the Organisers concerning, without limitation, interpretation and application of the T&Cs, any other rules, procedures and regulations of the Contest, the award of prizes and any other matters relating to the Contest.
15. The Organiser reserves the right, at any time in its sole and absolute discretion, to: (i) substitute, withdraw, cancel, add to or alter any prize offered without prior notice and without having to disclose any reason therefor and without any payment or compensation whatsoever; and (ii) revoke any winner's entitlement to any prize if the winner does not meet any or all eligibility requirements or has breached any of the T&Cs, notwithstanding that an announcement or notification may have been made indicating that person as the winner.
16. Prizes are not transferable or exchangeable and non-cash prizes are not exchangeable for cash. Where applicable, no extension to the validity period of any prize shall be allowed. Participants

are solely responsible, and the Organisers accept no responsibility, for any tax or other liability that may arise from prizewinnings.

17. Participants shall not, without the prior written consent of the Organisers, speak to the press or any other media nor give any interviews or comments relating to the Contest.
18. Each participant shall bear his/her own costs and expenses incurred in relation to or arising from his/her participation in the Contest. The Organisers shall not be liable for any such costs or expenses whatsoever and no reimbursement may be sought from the Organisers.
19. All prizes are subject to their respective terms of use (if any). If applicable, all warranty claims in regards to a prize shall be directed to the applicable manufacturer / retailer. Except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in the T&Cs apply to the Contest or any prize, and all implied warranties are excluded, including but not limited to, the implied warranties of satisfactory quality, merchantability or fitness for a particular purpose of any prize.
20. By participating in the Contest, each participant agrees and consents that:
 - (a) It shall be bound by the terms of the SPH Privacy Policy (available at http://sph.com.sg/legal/sph_privacy.html) as amended from time to time (the "Privacy Policy"), and that the terms of the Privacy Policy are incorporated into the T&Cs by reference;
 - (b) any and all information or personal data submitted for the purposes of the Contest may be collected, used or processed by, or disclosed to, the Organisers, SPH Media Limited's related corporations (the "SPH Group") and the respective business associates/partners of the Organisers and the SPH Group (collectively, the "**Entities**") for various purposes, including to communicate with the participant for purposes related to the Contest, to provide goods and services to the participant upon request, to send the participant marketing information on products and services offered by the Organisers or SPH Group, and for such other purposes that the Organisers or the SPH Group may reasonably deem appropriate or that the participant may have otherwise given his/her consent to the Organisers or the SPH Group;
 - (c) the Organisers and the SPH Group may collect, use, disclose and share amongst themselves and their respective service providers, the participant's information and personal data, including his/her name, image, photograph, video or voice ("**Material**") for publicity and/or use in advertisements across all media, including, without limitation, in their publications, presentations and promotional materials on their websites, in its original and edited format, and whether to publicise or promote the Contest or otherwise, without further notification, remuneration or compensation. Each participant hereby further agrees and consents to, in the event that he/she is a winner of the Contest, the Organisers, the SPH Group and their respective authorised service providers collecting, using, disclosing and/or processing his/her information and personal data including his/her image, photographs, voice recording and/or partial NRIC number for the purposes indicated in the Privacy Policy, and further agree that such collection, use, disclosure and/or processing will be without payment or

compensation. All winners may be required to attend a prize presentation ceremony; and

- (d) the copyright and all other intellectual property rights in and to all Material shall vest solely and absolutely in SPH Media Limited without further compensation, and to the maximum extent permissible under law, each participant hereby waives his/her moral rights in and to all Material in favour of SPH Media Limited.

21. By making any Submission or participating in the Contest, each participant represents and warrants that:

- (a) he/she is at least 18 years old and has the necessary legal capacity, right, power and authority to agree to the T&Cs and that he/she is (i) contracting in his/her own personal capacity; or (ii) contracting as a parent / guardian of a child / ward who is less than 18 years old in which event he/she agrees in both his/her personal capacity and on behalf of his/her child / ward, to be bound by the T&Cs, to be liable for his/her child's / ward's acts and omissions and to ensure that his/her child / ward complies with the T&Cs;

(b) all information submitted by him/her is accurate and complete; and

- (c) he/she owns all intellectual property rights in and to his/her Submissions, and that the Submissions (and the reproduction, publication and use thereof in connection with the Contest or in accordance with the T&Cs) do not infringe or violate the copyright, trademark, moral rights, rights of privacy/publicity or any other rights of any person or entity, and that no other person or entity has any right, title, claim or interest in and to any of the Submissions.

22. By participating in the Contest, each participant agrees and consents to and hereby grants to the Organisers and the SPH Group an unlimited, perpetual, worldwide, royalty-free, transferable and irrevocable licence and right to use, display and/or publish its Submissions for purposes related to the Contest, for promotional, advertising or other purposes, in any and all media now known or hereafter devised, including the internet, without limitation and without further payment, notification, permission (including permission from any persons who participated in the creation of the Submissions) or other consideration, except where prohibited by law.

23. The Contest is not sponsored, endorsed or administered by, or otherwise associated with Instagram. Participants acknowledge and agree that they are providing their information to the Organisers and not to Instagram, and that the opening of an account with Instagram, and any usage of Instagram's services, products or features, makes him/her responsible for complying with the terms and conditions of these platforms and the Organisers shall not be liable in any way whatsoever for the said account and usage.

24. The Organisers shall not be liable for any loss (including, without limitation, direct, indirect, special, incidental, consequential or punitive loss), damage, personal injury or death howsoever caused arising directly or indirectly out of or in connection with the Contest, the T&Cs (or any of the matters contemplated herein) or any prize, whether for breach of contract, tort or other cause of action, save for any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

25. By participating in the Contest, all participants agree and undertake to, at all times, fully indemnify and hold the Organisers, the SPH Group and the sponsors for the Contest (if applicable) harmless from and against any and all losses, damages, actions, demands, injuries, claims, costs (including legal costs on a full indemnity basis), expenses, fines and penalties, howsoever caused arising directly or indirectly out of or in connection with the Contest, acceptance or usage of any prize, and/or any breach or purported breach of the T&Cs and/or any applicable law.
26. If any provision of the T&Cs is held by any competent court or authority to be illegal, invalid or unenforceable in whole or in part, the legality, validity and enforceability of all other provisions (and, if applicable, the remainder of the provision in question) shall not be affected.
27. The T&Cs shall be governed by the laws of Singapore and parties agree to be bound by the non-exclusive jurisdiction of the courts of Singapore.