

Geneco Super Saver Challenge (“Contest”) Terms & Conditions

A. **Official Contest Rules**

1. The Geneco Super Save Challenge (the “**Contest**”) is an Instagram contest organised by Geneco (“**Geneco**”) by Seraya Energy, a subsidiary of YTL PowerSeraya Pte Limited (the “**Organiser**”). Participants should note that the terms “Geneco” and “Organiser” will be used interchangeably in the course of this Contest and shall be taken to have the one and the same meaning.
2. These terms and conditions (“**Terms and Conditions**”) shall apply to the Contest. By submitting an entry for the Contest, participants agree to abide by and are bound by the Terms and Conditions governing the conduct of this Contest. For the avoidance of doubt, Instagram’s platform policy (<https://www.instagram.com/about/legal/terms/api/>) and Terms of Use (<https://help.instagram.com/581066165581870>) shall apply to this Contest.
3. The Organiser reserves the right to change any terms and conditions of the Contest at its sole and absolute discretion, without prior notice, reason or liability. By entering the Contest, the Participants not only undertake to review the Terms and Conditions of the Contest at any particular time, which has been made available for public viewing at the Geneco’s Instagram page (@genecosg) but also agree to be bound to subsequent new or amended Terms and Conditions (if any).
4. The Organiser also reserves the right to terminate, cancel, suspend or amend (including but not limited to replacing the Contest’s prize with one or more items of similar value) the Contest at any time without prior notice, reason or liability. The Organiser accepts no responsibility and/or liability for any deviation in the prize values (if any).

B. **Eligibility Conditions**

5. Subject to the provisions of these Terms and Conditions, this Contest is only open to participants who satisfy the following conditions upon commencement of the Contest:
 - (a) Are and/or are above the age of eighteen (18) years;
 - (b) Currently reside in Singapore at a permanent residential address (the “**Residential Address**”);
 - (c) Have a valid and public Instagram account (for verification purposes), and are followers of Geneco’s Instagram (@genecosg);
 - (d) Is the registered account holder (or the authorised person) of the Residential Address at the point of signing up for the residential electricity account with Geneco; and
 - (e) Does not have a Geneco account that was terminated or closed (whether by the individual or Geneco) in the last twelve (12) months immediately prior to the commencement of the Contest.
6. Notwithstanding the foregoing, the Contest is not open to both employees of Seraya Energy Pte Ltd, YTL PowerSeraya Pte Limited or PetroSeraya Pte Ltd and their immediate family

members (such as their spouse, children, siblings and parents). The Contest is also not open to any other participant deemed ineligible and/or notified by the Organiser as being ineligible at any point during the course of the Contest.

7. The Organiser reserves their right to exercise their sole and absolute discretion to exclude or disqualify any participant and/or submission from participating in the Contest, including but not limited to the following situations:
 - (a) An entry/submission submitted by a participant with a fictitious or phantom Instagram profile;
 - (b) An entry/submission that contains inappropriate material as defined at Clause 17 herein; or
 - (c) An entry/submission that does not comply with the Terms and Conditions of the Contest.

C. Contest Period

8. There will be a total of two (2) winners for this Contest, one (1) for the month of June 2020 (the “**June Prize**”) and one (1) for the month of July 2020 (the “**July Prize**”). For the avoidance of doubt, each participant will only be entitled to one (1) prize throughout the entire Contest Period.
9. The Contest Period shall begin on 1 June 2020 at 9:00am and end on 31 July 2020 at 11:59pm (the “**Contest Period**”). To qualify for the June Prize, participants must submit their entries between 1 June 2020 at 9:00am and before 30 June 2020 at 11:59pm. Any entries submitted and/or posted after 30 June 2020 at 11:59pm shall be deemed as an entry for the July Prize. All entries submitted and/or posted after the Contest Period (i.e. 31 July 2020 at 11:59pm) will not be considered and shall be deemed void. Be that as it may, the Organiser reserves their right to amend the Contest Period at any time without prior notice.
10. The June Prize and July Prize (collectively, the “**Prizes**”) will each entitle the winner to one (1) year’s worth of free electricity worth S\$1,200, computed over a period of twelve (12) calendar months and with a monthly cap of S\$100 (inclusive of GST). The rebate of S\$1,200 (the “**Bill Rebate**”) shall be credited to the respective winner’s Geneco residential electricity account, and may thereafter be applied to the winner’s monthly Geneco bills in such manner that the winner deems fit. For the avoidance of doubt, the Prize is only valid for winners who have a twelve (12) month contract with Geneco, or more. All applicable taxes, fees and surcharges and/or foreign duties (if applicable) on the Prizes remain the sole responsibility of the winner.
11. In the event that the winner(s) do not have an existing residential electricity account with Geneco and wish to terminate their pre-existing account(s) with other provider(s) to open a new residential electricity account with Geneco and thereafter redeem their Prize(s), the winner(s) shall not look to the Organiser (and its affiliates) for any termination fees whatsoever relating to the aforesaid termination. For the avoidance of doubt, any termination fees incurred in that regard shall be borne by the winner(s).
12. The Prizes are non-transferable and cannot be exchanged for cash, any other forms of credit, and/or any other goods or services, and is subject to such other terms and conditions as may be imposed by the Organiser.

13. The Bill Rebate will only be valid for a period of twelve (12) calendar months from the date of disbursement to the winner's Geneco account (the "**Validity Period**"). In the event that the Bill Rebate has not been fully utilised by the end of the Validity Period:
- (a) If the winner is an existing customer who continues to maintain an active residential electricity account with Geneco, the winner will be entitled to "carry over" the balance of the Bill Rebate beyond the Validity Period, and apply the aforesaid balance to his/her future Geneco bills in a manner that the winner deems fit.
 - (b) If the winner only has a twelve (12) month contract with Geneco and wishes to enjoy the balance of the Bill Rebate, the winner will be required to re-contract with Geneco for a residential electricity account to enjoy the "carry over" entitlement as stated in Clause 13(a).
 - (c) If the winner only has a twelve (12) month contract with Geneco and does not intend to re-contract with Geneco for their residential electricity account, any unutilized amount will not be claimable and transferable.

D. Participation

14. To enter the Contest, each participant must play the game at https://instagram.com/a/r/?effect_id=565389187514284 i.e. an Instagram AR filter which is available on Geneco's Instagram page at <https://www.instagram.com/genecosg/> in relation to this Contest (the "**Participant Post**").
15. Each participant shall submit their entry for the Contest during the relevant timeframes during Contest Period by sharing video recording(s) of them playing the game, together with their high score(s), either on Instagram stories and/or as a post on their respective personal Instagram pages. Participants must tag Geneco (@genecosg) and include the hashtag #GenecoSuperSaver in the video recordings published to their Instagram stories and pages. In accordance with Clause 5(c) hereinabove, all participants should ensure that their submission is visible and accessible by the Organiser by changing the privacy setting of their Instagram page to public.
16. Once a submission has been made to the Organiser, the submission shall become the exclusive property of the Organiser (and its affiliates). The submission will not be returned to the participant nor acknowledged.
17. Participants must refrain from submitting any entries which contain material which is and/or promotes activities which are sexually explicit, obscene, pornographic, violent, discriminatory, illegal, offensive, threatening, profane and/or inappropriate as deemed by the Organiser. Participants also agree to refrain from submitting any entries which contain any derogatory references to the Organiser (and its affiliates) or any other person or entity including brands or trademarks of the Organiser (and its affiliates), or any other person or entity.
18. Posting of still images is not a valid submission for the Contest. Any unfair or unethical methods of participation, such as third-party entries, bulk entries or entries submitted by agents, will not be accepted for the purposes of this Contest. The Organiser has the right to disqualify and/or remove any entries that do not fulfil the submission criteria stated at Clauses 14 and 15

hereinabove, or entries that are inappropriate or in breach any of the Terms of Conditions stated herein.

19. Proof of submission to the Organiser also does not serve as proof of delivery to or receipt of an entry for the purposes of the Contest. The Organiser bears no liability for any submission that is lost, intercepted or not received by the Organiser, due to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration or unauthorised access to entries whether or not arising during operation or transmission due to server functions (including but not limited to security functions used by Geneco or any third party), virus, bugs or other causes outside the Organiser's control.
20. Although participants may make multiple submissions during the Contest Period, the Organiser will only take the participant's highest score into consideration and each participant can only win one (1) prize. If a participant has submitted multiple entries, the latest Participant Post submitted before 11:59pm on 30 June 2020 (for the June Prize) or 11:59pm on 31 July 2020 (for the July Prize) will be treated as the final entry for that relevant part of the Contest Period.

E. Selection of Winners, Prizes and Notifications

21. All winning entries for the Contest shall be solely decided by the Organiser. The results of the Contest shall be final and binding, and no appeal against the Contest's results shall be entertained. In the event of any dispute, the Organiser's decision shall be final and no further correspondence will be entertained.
22. In the event of a draw (i.e. the same score for the qualifying entries on Instagram), the Organiser shall, in its sole discretion, decide on the final winner for the June Prize and the July Prize *via* a random draw performed with all the participants' Instagram handles. For the avoidance of doubt, participants shall not look to the Organiser and/or its affiliates for the results from the random draw and all results from the random draw shall be final.
23. The Organiser shall announce the winners of the Contest *via* an Instagram story on Geneco's Instagram page (@genecosg) on 3 July 2020 (for the June Prize) and 4 August 2020 (for the July Prize) (the "**Notification**"). The Organiser reserves the sole and exclusive discretion to post the winners' names and results on Geneco's Instagram page.
24. Participants agree to and understand that they will be required to submit all necessary information to the full satisfaction of the Organiser if and when he/she is selected as a winner for the Contest. Unless otherwise stipulated in the Terms and Conditions herein, all personal information collected in connection with this Contest shall only be used for the purposes of verification of the winners' eligibility and in accordance with the privacy notice stated at Clause 35 herein.
25. Winners selected in this Contest must contact the Organiser *via* direct message on Instagram (@genecosg) within three (3) working days of the announcement of the winners i.e. 3 July 2020 and 4 August 2020. When contacting the Organiser, winners must provide their full name as per their NRIC or FIN, e-mail address, contact number, date of birth, so that the Organiser can verify their eligibility for the prize. A failure to comply with this requirement may result in a delay in the receipt and/or disbursement of the Prize to the winner's Geneco residential electricity account.

26. Should the Organiser discover, during the course of verification, that the winner(s) fail to meet any of the eligibility conditions as stated at Clauses 5 and 10 hereinabove (the “**Disqualified Winner**”), the Organiser reserves the right to void the Disqualified Winner’s submission and accordingly, disqualify him/her from the Contest. In that event, the Organiser reserves the right to select another winner for the Contest at its sole and exclusive discretion.
27. The Prizes are awarded conditionally upon acceptance. If a winner does not contact the Organiser or is unable to be contacted or traced by the Organiser within three (3) working days upon the announcement of the winners, or refuses receipt of the prize, their prize will be forfeited and deemed as claimed or unaccepted. A supplementary winner may then be drawn at Geneco’s Management’s sole and absolute discretion.
28. The Organiser will not be responsible should any winner fail to redeem their Prize within the specified timeframe stated at Clauses 24 and 25 herein.
29. For the avoidance of doubt, Geneco shall not be liable and/or responsible for any penalties involved should winner(s) of the Contest decide to do an early re-contract of their residential electricity account with Geneco. Geneco shall also not be liable or responsible for any penalties involve should winner(s) of the Contest decide to terminate their existing contract with other residential electricity retailers to switch over to Geneco.

F. Ability to Accept Terms and Conditions

30. Participants affirm that they are at least eighteen (18) years old, and they are fully able and competent to enter into the Terms and Conditions for this Contest, and hereby agree to abide by and comply with the same.

G. Disclaimer

31. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Contest, in particular those relating to the Prizes, are the property of their respective owners. The Organiser is not and does not provide any endorsements or sponsorships to their products and/or services. The trademark, logo, graphic symbols of the Organiser and its affiliates (i.e. Seraya Energy Pte Ltd, YTL PowerSeraya Pte Limited or PetroSeraya Pte Ltd) are and remain their intellectual property.
32. This Contest is in no way sponsored, endorsed, administered by or associated with Instagram. Any information provided by participants during the course of and for the purposes of the Contest does not equate to providing information to Instagram. All participants will only be providing information to the Organiser.
33. Should any of the Terms and Conditions stated herein be held illegal or unenforceable, such term or provision shall be deemed to be deleted from the Terms and Conditions of the Contest. The rest of the Terms and Conditions shall remain in full force and effect. Failure by the Organiser to exercise any of its rights as stated in the Terms and Conditions herein does not and should not constitute a waiver of those rights.
34. Should there be any inconsistency between these Terms and Conditions and any advertising, promotional, publicity and other materials relating to or in connection with this Contest, these Terms and Conditions shall prevail.

H. Use of information and publicity

35. Participants are deemed to have provided consent to the Organiser and its affiliates, pursuant to the Personal Data Protection Act 2012, for the collection, storage, use and disclosure of their personal data for the purposes of administering and accessing this Contest.
36. Participants also consent and agree to grant the Organiser (and its affiliates) the exclusive right and power to use, distribute, reproduce and/or modify his/her Contest submission, whether in image or video form, for marketing, promotion and/or advertisements purposes relating to the Organiser (and its affiliates) and the Contest, including print, audio-visual and social media, without restriction or limitation and for an unlimited number of times.
37. The worldwide intellectual property rights of any work or submission made by any participant in the course of and in connection with the Contest shall be unconditionally vested in and owned by Geneco (and its affiliates). The participants hereby agree to execute any documentation in favour of Geneco (and its affiliates) for such purposes as necessary and required. Geneco (and its affiliates) shall have the authority and mandate to create derivative works from the participants' submissions and sub-license any such works to any third party at its discretion without any compensation to the relevant participant.

I. Limitations and Indemnity

38. Participants shall assume all risk in respect of loss, injury, damage or liability which may arise as a result of or in connection with the participant's participation in the Contest or his/her submission of entry or work.
39. Save for in the case of death or personal injury caused by negligence, the Organiser shall not be responsible or held liable for any losses, damages or injuries of any kind resulting from the participants' entry in the campaign or any campaign-related activity. All participants (including their children, parents, legal guardians, executor(s) and/or administrator(s)) shall defend and be solely liable for, fully indemnify and hold the Organiser (and its affiliates), its employees and agents, to the maximum extent permitted under the law, harmless from:
 - (a) All liabilities, damages, losses, costs (including legal costs on and indemnity basis and/or solicitor-client fees as taxed by the Court) and expenses of any nature arising from any claims, demands, actions, proceedings, recoveries, judgment or execution which Geneco (and its affiliates), officers, employees or agents may suffer or incur by, from or in connection with the participant's participation in the Contest; and/or
 - (b) Any claims, demands, actions, proceedings, recoveries, judgment or execution arising from infringement, violation of confidentiality, patent, copyright or any other intellectual property rights in the entries, documents and materials produced and submitted by the participants for the purposes of the Contest.

J. Governing Law and Jurisdiction

40. The Contest and the Terms and Conditions associated therewith shall be governed by Singapore law. By participating in the Contest, each participant agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore insofar as the subject relates to the Contest and Terms and Conditions associated therewith.

41. For the avoidance of doubt, a person who is not a party to any agreement governed by these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce any terms of such agreement.