

## **JBL Terms and Conditions**

### **Acceptance of Agreement**

1. The terms and conditions featured in this Terms and Conditions of use Agreement (Agreement) related to our site (the site) are agreed by you. This Agreement represents the complete and only agreement between you and us, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings related to the Site, free product samples, the content, or freebie offers or services provided by or listed on the Site, and the subject matter of this Agreement. We can amend the Agreement any time and at any frequency without informing or specific notice to you. The latest Agreement will be posted on the site that can be reviewed by you prior to using the site. This Agreement may be amended by us at any time and at any frequency without specific notice to you. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site.

### **Copyright**

2. The organization, content, design, graphics, and other materials related to this Site are protected under applicable copyrights and other proprietary laws, including but not limited to intellectual property laws. Without our prior written permission, the copying, reproduction, use, modification or publication of full or part of any such matters or any part of the Site by you is strictly prohibited.

### **Deleting and Modification**

3. We reserve the right in our sole discretion, to edit or delete any documents, information or other content appearing on the Site, including this Agreement without any notice requirement or obligation to you.

### **Indemnification**

4. You agree to indemnify, defend and hold us, our officers, our shareholders, our partners, attorneys and employees harmless from any and all liability, loss, damages, claim and expense, including reasonable attorney's fees, related to your violation of this Agreement or use of the Site.

### **My Little Junior Photo Contest**

6. The My Little Junior Photo Contest ("Contest") is open to all eligible persons ("Claimant") in accordance with these terms and conditions.
7. The JBL prizes consists of
  - 1 Winning Prize: JBL Junior Wireless Bluetooth headphones (valued at S\$79.90) and Kidzania tickets for a Family of 4 (valued at S\$200.00). The total prize value is S\$279.90.
  - 5 Consolation prizes: JBL Discount Voucher (each valued at \$100.00). The total value is S\$500.00.

8. Contest prizes are strictly limited to one per winner. Each participant can submit multiple entries. All prizes are strictly non-transferable. The Sponsor reserves the right to amend the contest rules and prizes without prior notice. All decisions made are final and no further correspondences will be entertained. The winning entries will be selected solely at the discretion of Sponsor based on the criteria of being the most creative photo representing My Little Junior.
9. All prizes will be awarded on an "as is" basis, and all warranties, express or implied, are disclaimed. Sponsor does not guarantee the quality, performance, technical specifications of the prizes or bear any liability, damages, losses, claims or expenses in connection with the foregoing or the utilization of the prizes.

### **Claim Process**

10. To enter the said Contest, participants must submit their photos via Site and like JBL (SG) FB page in order to receive the chance to win Contest prizes.
11. The winners of the contest will be announced on JBL (SG) FB page. The winner(s) will be required to respond via FB Private Message with the relevant details within a week after the announcement of the winner(s). An email notification with prize collection information will be provided. Sponsor reserves the right to deal with all unclaimed prizes in any manner deemed fit.
12. Prizes must be claimed in person in Singapore with a proof of identification provided at the time of collection.
13. Prize(s) shall be forfeited in the event that the winner(s) is/are unable to produce the required documents for verification.
14. Prizes are non-transferable, non-resalable and non-exchangeable for cash, credit, goods and/or services. Sponsor reserves the right to replace any prizes with items of similar value without notice.
15. Unclaimed Prizes: If the contest prize notification or any prize is returned as undeliverable, or if a Winner may not accept or receive a prize for any reason, the prize will be forfeited.  
Unclaimed Contest prizes will be awarded at Sponsors' discretion. Claimants unable to claim Contest prizes will be forfeited. Each prize winner has 30 days from notification to claim his/her prize.

### **Eligibility**

16. The Contest is open to all Singaporeans and Permanent Residents of Singapore only. Contest prizes are awarded with no age restriction.
17. Claimants must be the natural or adoptive parents or legal guardians of the child shown in the submitted photo(s). And the Claimant must hold all rights for photo(s) submitted to the contest.

18. Employees of Harman, its agencies, sponsor, affiliates, competition supervisors, administrator, and members of their immediate families, and each of their respective parent companies, subsidiaries, affiliates, officers, owners, distributors, retailers, advertising/competition agencies, and members of their immediate families (parent, spouse, sibling or child and their respective spouses, regardless of where they reside) and those living in the same household of each, whether or not related, are not eligible to participate or win.
19. The Sponsor reserves the right at any time to verify the validity of any Claimant or entry form (including the Claimant's identity, age and place of residence) and to disqualify any Claimant who submits an entry form that is not in accordance with these Terms or who tampers with the claim process. For the avoidance of doubt, the Sponsor may monitor and record internet protocol addresses of a Claimant when completing the entry form.
20. Incomplete, indecipherable or incorrect entries will be deemed invalid.
21. Persons discovered entering under multiple email will be disqualified. Sponsor reserves the right to disqualify false Entries or Entries suspected of being false or that it deems inappropriate or unsuitable or detrimental. In the event of a dispute as to the identity of a Winner the Sponsor, in its sole discretion, will determine the Winner to be the person who owns the winning email, Instagram or Facebook account.

### **Limitation of Liability**

17. If this Contest is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Sponsor, the Sponsor reserves the right in its sole discretion to the fullest extent permitted by law: (a) to disqualify any Claimant and refuse to provide that Claimant with any prize or (b) to modify, suspend, terminate or cancel the Contest as appropriate.
18. Except for any liability that cannot be excluded by law (including the Sponsor's liability for any Qualifying Device), the Sponsor (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Sponsor, including but not limited to, where arising out of the following: (a) Any technical difficulties or equipment malfunction (whether or not under the Sponsor's control); (b) Any theft, unauthorized access or third party interference; (c) Any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Sponsor) due to any reason beyond the reasonable control of the Sponsor (d) Any variation in offer value to that stated in these Terms; or (e) Any tax liability incurred by a Claimant (f) any personal injury, harm, legal action or detainment incurred by Claimant where behaviour, personal decision or breaking of any law in Singapore outside the parameters controlled and specified by the Sponsor are undertaken by the Claimant.

19. All winners and participants must abide by the terms, conditions, and policies of the Sponsor.
20. The Sponsor cannot accept liability for any email links that are intercepted by the Claimants' SPAM filters. The Sponsor suggests that JBL be accepted as a sender in Claimants' email to avoid missing the confirmation of registration for the promotion or additional information in relation to delivery of instant prizes or the major prize draw.
21. We disclaim all responsibility or liability for any damages caused by viruses contained within the electronic file containing the form or document. We disclaim any form of the liability to you for any incidental, special or consequential damages of any kind that may result from use of or inability to use the site.
25. No substitution, transfer, or cash redemption of any prizes permitted, provided however that Sponsor reserves the right to substitute a prize with another prize of equal or greater value should the advertised prize become unavailable for any reason. Winners cannot assign or transfer their prize to another person or business.

#### **Collection of Information and Marketing**

26. The Sponsor may use personal information in order to conduct the Contest and may, for this purpose, disclose such information to third parties, which may be off-shore, including but not limited to, offer suppliers and as required, to Singaporean regulatory authorities. Acceptance of any claim form and the provision of any prize is conditional upon the Claimant providing this information. Unless otherwise advised, the Sponsor may, for an indefinite period, use the information contained in a claim form for promotional, marketing and publicity purposes including sending electronic messages or telephoning the Claimant ("Communications"). The Claimant acknowledges that by submitting the entry the Claimant has specifically granted consent to its receipt of any Communications. Harman Privacy Policy can be viewed at <http://www.jbl.com.sg/privacy-policy.html>
27. Claimants should direct any request to access, update or correct information to the Sponsor.
28. All entry forms become the property of the Sponsor.

#### **Prize Information**

29. In total, there will be one (1) Top Prize Winner and five (5) Consolation Prize Winners (each a "Winner" or collectively the "Winners") as set forth below. The approximate total retail value for all prizes offered during the Contest Period is S\$1,000.00.

30. Top Prize (1): The following prizes will be made available during the Contest Period (each, a "Top Prize"). Top Prizes are available to Claimants who take part in the Contest via Site, and win the contest with the most votes.

Prize Description	RRP	Quantity	Total Value
JBL JR headphones	S\$79.90	1	S\$79.90
Kidzania tickets for 4	S\$200	1	S\$200.00
Hard Rock Café Sentosa	\$100	1	\$100.00

31. Consolation Prizes (5): The following prizes will be made available during the Contest Period (each, a "Consolation Prize"). Consolation Prizes are available to Claimants who take part in the Contest via Site, and win the contest with the top 5 highest votes.

Prize Description	RRP	Quantity	Total Value
JBL Discount Vouchers	S\$100	5	S\$500.00

### Prize Entries

32. Most activities require an internet connection. Online data charges may apply. Check with your data carrier for details. Claimants must also abide by the terms of use and privacy policies of sg.jbl.com, Facebook and Instagram. This competition is in no way sponsored, endorsed or administered by, or associated with Facebook and Instagram. Posting duplicate, or near duplicate updates or links may be a violation of Facebook and Instagram and may cause suspension of your accounts.
33. Upload a Photo via Site: A Claimant may follow the instructions on the Site to enter the Contest. Photos must not contain third party logos, must not infringe on any third-party rights, and must comply with any other requirements set forth in these contest Rules. Claimant agrees that Sponsor may use the photo on competition pages. Claimant may submit as many photos with the required hashtags as he/she likes, but a Competition Entry will be awarded only to the photo(s) approved by the Sponsor.
34. By submitting a photo, video recording, audio recording, or text as Entry into the Competition, Entrant warrants and represents that he/she personally took the photo, recorded the video or audio, or composed the written text and has any and all rights to such photo, video or audio recording, or text. By submitting an Entry, and to the extent that the Sponsor does not or cannot perfect its title in and to the Entries, Claimant grants Sponsor an irrevocable, royalty-free, perpetual, transferable, worldwide right to use, reproduce, edit, market, store, distribute, have distributed, publicly and privately display, publicly and privately perform, transmit, have transmitted, create derivative works based upon, and promote any Entry, as such may be edited and modified by the Sponsor in its

sole discretion, for editorial, commercial, promotional and all other purposes, including posting on any websites and social media platforms.

35. **Contest Prize Winner:** 6 x contest prizes (Top Prize and Consolation Prizes) will be awarded after a thorough selection.
36. **Contest Prize Collection:** Winners must claim the prizes in person in Singapore within approximately 30 days of the date on which the Sponsor confirms collection information and validates entry from Claimant. Should the Claimant be unable to produce the required documents for verification, the prize shall be forfeited.
37. The Sponsor reserves the rights to reject any entry on any grounds without the need to notify any participant of the reasons for rejection thereof. The Sponsor will not be liable for any claims, costs, injuries, losses or damage of any kind arising out of or in connection with this contest or with the acceptance or possession of any prize (including, without limitation, claims, cost, injuries, losses, or damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light).

## **General**

38. The Sponsor is Harman International Singapore Pte Ltd (199308037Z) of 108 Pasir Panjang Road, #02-08 Golden Agri Plaza, 118535.
39. Contest Prizes will be announced on 1 December 2017.
40. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.
41. The decision of the Sponsor, Harman International Singapore Pte Ltd on all matters relating to this contest is final, conclusive and binding and no further correspondences will be given.
42. The Contest is governed by and construed in accordance with Singapore law. Any dispute shall be referred to sole arbitrator appointed by is Harman International Singapore Pte Ltd and the same shall be binding on the Parties.