

TERMS AND CONDITIONS

The “**AIA Vitality x Ya Kun Campaign**” will hereafter be referred to as the “Contest”.

CONTEST PERIOD

1. The Contest will be officially posted on **AIA Vitality website** (https://myaia.aia.com.sg/en/vitality/latest-news/news_AIAVitalityYaKunCampaign.html). It will commence on 3 August 2020 at 0830 hours (Singapore time) and end on 16 August 2020 at 2359 hours (Singapore time). Entries will be accepted only during this period.
2. Entries submitted after 16 August 2020, 2359 hours (Singapore time) will not be accepted.

ENTRIES AND PARTICIPATION

3. To take part in the Contest, participants must do all of the following:
 - a) Post a photograph of yourself enjoying your favourite local treats at any one of the participating Ya Kun Kaya Toast outlets on your Instagram;
 - b) Tell us how much you are enjoying the local treats with the Ya Kun eVoucher(s) redeemed via My AIA SG app and tag @aiasingapore and @yakunkayatoastsg;
 - c) Include the hashtags #AIAVitalitySG, #AIASG and #AIAxYaKun; and
 - d) Ensure your Instagram account is public to qualify.

AIA Singapore reserves the right to disqualify and remove any entry that does not meet the above eligibility criteria.

4. The Contest is only open to all AIA Vitality Members residing in Singapore, aged 16 years and above and who have valid AIA Vitality memberships (each an “Eligible AIA Vitality Member”). Employees and agents of AIA Singapore who are Eligible AIA Vitality Members may participate in this Contest.
5. Applicable phone, Internet, postal or any other charges may apply, and the participants shall be responsible for such costs and expenses.
6. AIA Singapore will select a total of fifty (50) winners from the Contest entries that comply with Paragraph 3 above.
7. All the fifty (50) winners will each win 500 Vitality Coins (worth S\$25).
8. Participants are allowed to submit multiple entries but each participant may only win one prize in the Contest.
9. The selection of the winning entries will be solely at the discretion of AIA Singapore. AIA Singapore’s decision is final and binding on all participants. No correspondence will be entertained about AIA Singapore’s decision.
10. AIA Singapore reserves the right to award 1 prize per household (only) in the event that multiple entries are submitted from one household.
11. By taking part in the Contest, all participants agree to be bound by these Terms and Conditions, and the prevailing Instagram terms and conditions of use, all of which may be amended from time to time.



PRIZES AND WINNERS LIST

12. The winners of the Contest will be contacted by AIA Singapore via Instagram direct message by 24 August 2020. The winners will be required to acknowledge by replying to the direct message with their full name, AIA Vitality membership number and email address by 27 August 2020. The 500 Vitality coins will be credited into the winner's in-app Wallet on My AIA SG app by 10 September 2020. AIA Singapore reserves the right to deal with all prizes unclaimed within the time stipulated in the prize notification direct message, in any manner deemed fit. Any winner who does not have a valid AIA Vitality membership on the date the winners are announced will be disqualified from the Contest.

13. In the event that any winner is disqualified from the Contest, AIA Singapore at its sole discretion may decide whether a replacement winner should be selected. In this event, any further winner will be selected on the same criteria as the original winner and will be subject to these Terms and Conditions.

14. Prizes are non-transferable unless stated otherwise and non-exchangeable for cash and may be subject to availability. AIA Singapore is not obliged to replace any damaged, lost or defaced prizes. Value of the prizes may vary; AIA Singapore reserves the right to replace any prize with items of similar value without prior notice. AIA Singapore reserves the right to end the Contest or amend these Terms and Conditions at any time without prior notice. All prizes will be awarded on an "as is" basis, and all warranties, express or implied, are disclaimed. AIA Singapore does not guarantee nor bear liability regarding the quality, performance, technical specifications, conditions or safety of the prizes.

15. AIA Singapore's decision regarding the award of all prizes, and/or in every situation including any not covered in these Terms and Conditions, shall be final and binding on all participants in the Contest, and no queries, challenges or appeals may be made or entertained regarding AIA Singapore's decision on the same. The receipt by any winner of any prize under this Contest is conditional upon compliance with any and all applicable laws, rules and regulations.

RELEASES

16. Each participant making an entry into the Contest represents and warrants that all materials, documents, information and forms submitted or created by him/her in connection with the Contest do not infringe on the rights of any party, including but not limited to intellectual property rights relating to any patent, trademark or brand name registered or enforceable anywhere in the world. Such participant shall indemnify AIA Singapore and its affiliates against any claims, liability, damages, costs and expenses incurred by AIA Singapore and its affiliates arising out of or in connection with any such infringement (including legal costs on a solicitor-client basis), and shall at the request of AIA Singapore, defend any action brought against AIA Singapore and its affiliates for any such claim for liability and/or damages.

OWNERSHIP AND RIGHTS

17. By participating in the Contest, each participant hereby agrees and authorizes AIA Singapore, to use at its discretion, without further compensation, fee, charge or other remuneration to him/her, and to disclose his/her name, addresses, personal details, photographs, videos or any likeness of him/her for packaging, promotional, advertising, marketing and/or publicity purposes (where not prohibited by written law), and to use statements or any creative content made by or attributed to him/her as winners of this Contest (if applicable), and any rights in connection therewith. The participant shall not own any intellectual property rights (including moral rights) to any of his/her work or creations

submitted in connection with the Contest and accordingly agrees to unconditionally waive all such rights.

18. All worldwide intellectual property rights, in any work or submission by any participant made in connection with the Contest shall be unconditionally vested in and owned by AIA Singapore without further action but the participant shall execute any documentation in favour of AIA Singapore for such purposes where necessary or required. AIA Singapore shall have the right to create derivative works there from and sub-license any such works to any third party at its discretion without compensation to any participant. Each participant waives all ownership rights he or she may have over the Contest works/submission.

LIMITATION OF LIABILITY

19. By entering this Contest, all participants agree to release, discharge, and hold harmless AIA Singapore and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Contest or any Contest-related activities or for (i) any printing or typographical errors in any materials or communication associated with the Contest (ii) any technical malfunction and/or problem with the prizes and (iii) any use or enjoyment of the prizes.

20. Acceptance of any prize shall constitute a release and discharge of AIA Singapore by each winner from any and all liability, claims, demands, causes of action, and/or damages which the winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to:

(i) the Contest, (ii) property damage, theft or loss suffered by the winner as a result of the use and/or enjoyment of the prize, and/or (iii) any tax liabilities in relation to the Contest, prize and/or use or enjoyment of the same. AIA Singapore makes no representation or warranty on the merchantability or fitness for purpose of the prize.

21. AIA Singapore assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in the transmission; communications line failure; theft or destruction of or unauthorized access to Contest entries; or alteration of entries. AIA Singapore is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to participants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Contest.

CONDITIONS

22. AIA Singapore reserves the right to disqualify any entry that it deems inappropriate or unsuitable or detrimental to the AIA brand (not just in terms of vulgarity).

23. Should photos be required to be submitted for the Contest, all photos submitted should be original (i.e. taken by the participant). They should not be plagiarised, copied or reproduced from other photo contests or images that are licensed to other third party vendors. Such entries will be infringing third party copyright/privacy laws and will be disqualified regardless of when the infringement is detected.

24. THIS CONTEST IS VOID WHERE PROHIBITED BY APPLICABLE LAWS. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or on connection with this Contest are hereby excluded and any participant expressly waives any and all such rights. Certain restrictions may apply. Entries are deemed void if AIA Singapore determines



the entries are illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained through fraud or theft.

25. By participating in the Contest, each participant agrees if he/she wins, that AIA Singapore may use the winning submission and his/her name, likeness, and/or voice in any publicity or advertising relating to the Contest or future promotions without compensation or approval (except where prohibited by law). All applicable taxes, fees and surcharges and/or foreign duties on prizes are the sole responsibility of the prize winners.

26. AIA Singapore reserves the right to verify the validity and originality of any entry and/or the identity of the participant (including a participant's email address), AIA Singapore reserves the right to remove any entries or block any users using profanity, racial slurs, foul language or comments that may be deemed as an attack on AIA Singapore or the Contest. By participating in this Contest to these Terms and Conditions, each participant warrants that he/she will not post any messages that are obscene, vulgar, sexually-oriented, hateful, threatening, or otherwise in violation of any laws.

27. Failure by AIA Singapore to enforce any of its rights at any stage does not constitute a waiver of those rights.

RIGHT TO CANCEL OR SUSPEND CONTEST

28. If for any reason the Contest is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of AIA Singapore that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, AIA Singapore reserves the right, at its sole discretion, to disqualify any participant(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Contest. If AIA Singapore elects to cancel or terminate the Contest, AIA Singapore will not retain any rights in the submitted entries.

DATA PROTECTION

29. All selected winners will be required to furnish their personal information for identification purposes, for administering this Contest and to comply with regulatory requirements. By furnishing their personal data, selected winners agree that such data may be accessed, stored or otherwise processed in any medium or format determined by AIA Singapore, and may be transmitted across jurisdictional borders for storage and processing by AIA Singapore, its affiliated entities or its service providers. All participants by furnishing their personal data agree that AIA Singapore may share their personal data with its affiliated companies and service providers for the purposes stated above.

30. All personal data furnished by participants and collected in connection with this Contest will be subject to AIA Singapore's Personal Data Policy which is available at AIA Singapore's website.

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 Contest prizes, are the property of their respective owners. The trademark, logo, graphic symbols of AIA Singapore and its affiliates are the intellectual property of AIA Company Limited, and contractors are not affiliated with such owners and their relevant affiliates. AIA Singapore is not providing any endorsements or sponsorships to their products or services.

32. Each participant of this Contest grants Instagram a complete release from any liability and exempts AIA Singapore from any liability arising from any act, omission or default in



connection with the use and operation of the operating platforms for Instagram over which AIA Singapore has no control. This promotion is in no way sponsored, endorsed or administered by, or associated with Instagram and all participants are providing information to AIA Singapore and not to Instagram.

GOVERNING LAW AND JURISDICTION

33. This Contest and these Terms and Conditions shall be governed by Singapore law and each participant agrees to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.