

SONY

Sony Electronics (Singapore) Pte. Ltd.

1 Venture Avenue, #04-06 Perennial Business City Singapore 608521

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Terms and Conditions

PhotographyInParadise PHOTO AND VIDEO CONTEST

Sony Electronics (Singapore) Pte. Ltd., through its division company Sony South East Asia ("Sony") is collaborating with Singapore Zoological Gardens (a company incorporated in Singapore) ("SZG") to maintain

<https://www.sony.com.sg/microsite/ilc/photographyinparadisesecontest/index.html>

"Site") and is responsible for the PhotographyInParadise Photo and Video Contest ("Contest"). By entering and participating in this Contest, participants agree to be bound by and to comply with these Terms and Conditions and the decisions of Sony and Singapore Zoological Gardens in relation to and in connection with this Contest. Sony reserves the right to cancel or amend the Contest and the terms and conditions of the Contest ("Terms and Conditions") at any time without prior notice. Any changes will be posted on the Site.

Qualifying Entrants

1. The Contest is open only to people of any nationality lawfully residing in Singapore who are 18 years or older as at the date of participation and during the Contest Period ("**Eligible Participant**").
2. Employees of Sony, Singapore Zoological Gardens and its affiliates in Singapore advertising and promotion agencies together with their employees, and immediate family members and/or those living in the same household of each of the aforesaid persons are not eligible to participate in this Contest.
3. Sony and Singapore Zoological Gardens reserve the right to disqualify and/or exclude any entries or participants from the Contest, for any reason and for no reason, including without limitation, violation of any portion of these Terms and Conditions.
4. By participating in this Contest, the participant warrants to indemnify Sony and Singapore Zoological Gardens against any and all claims in relation to his/her participation of this Contest and breach of its Terms and Conditions contained herein. Sony and Singapore Zoological Garden's rights are hereby expressly reserved.

Contest Period

5. The Contest Period is from **19 November 2023 10:00 to 31 January 2024 23:59 SGT** ("**Contest Period**"). Sony and Singapore Zoological Gardens shall not be liable for any entries that are sent but not received by Sony during the Contest Period for any reason.

Contest Mechanics

6. How to Enter

To enter the Contest, the Eligible Participant must complete the following steps during the Contest Period:

STEP 1:

The Eligible Participant must follow @SonySingapore and @MandaiWildlifeReserve on Instagram to participate.

STEP 2:

The Eligible Participant must make their Instagram account public for contest entries to be seen by Sony and Singapore Zoological Garden's selected panel of judges.

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STEP 3:

The Eligible Participant must submit their photograph and video pertaining to the selected theme and category. Photograph and/or video must be taken in Bird Paradise during the Contest Period. The entry must be submitted on Instagram using the dedicated contest hashtag #PhotographyInParadise, category hashtag #SonyBP_SonyPhoto, #SonyBP_OpenPhoto or #SonyBP_video and theme hashtag #BirdsInFlight, or #ColoursAndFeathers, or #TakenInParadise.

7. Submission Requirements

- i. Photos and/or videos must be captured and posted within the Contest Period.
- ii. Photos and/or videos can be shot using any Sony camera or mobile phone for the Sony Category or any camera or mobile phones for the Open Category in the duration of the Contest.
- iii. Eligible Participants must capture photos and/or videos according to the 3 themes given.
- iv. Eligible Participants can submit as many photos and/or videos as they want for the Contest, during the Contest Period
- v. Video(s) submitted must not be longer than 45 seconds.

8. Selection of Winners

- i. All eligible entries will be judged by Sony, Singapore Zoological Gardens, and a panel of judges selected by Sony and Singapore Zoological Gardens according to the judging criteria: (1) 40% Relevance and Adherence to Theme; (2) 20% Impact/Message of Photo and/or video; (3) 20% Composition and Creativity; and (4) 20% Originality (then “**Criteria**”).
- ii. Winners will be contacted via Instagram DM. The announcement of the winners will also be made on Sony Singapore’s Instagram page, @SonySingapore and on the Site.
- iii. There will be a total of 70 winning entries for this contest.

Categories	Birds In Flight	Colours and Feathers	Taken in Paradise
	1 Grand Winner		
Photo (Sony Category)	1 Winner 1 Runner-up	1 Winner 1 Runner-up	1 Winner 1 Runner-up
Photo (Open Category)	1 Winner 1 Runner-up	1 Winner 1 Runner-up	1 Winner 1 Runner-up
Video (Open Category)	1 Winner 1 Runner-up	1 Winner 1 Runner-up	1 Winner 1 Runner-up
	51 honourable mentions		

- iv. Upon shortlisted as winners, the Grand Winner, Winners and Runner-ups from the Sony category are required to submit the RAW files and EXIF data of their winning entry for verification. Files not submitted within the stipulated time period will be deemed disqualified.
- v. The winners will be chosen at Sony and Singapore Zoological Garden’s discretion. We reserve the right in our sole discretion, to edit or delete any documents, information or other content appearing on the site including disagreements, without any notice requirement or obligation to any participant.

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- vi. The winners shall agree to be contacted by Sony, Singapore Zoological Gardens, and its authorised representatives to facilitate media enquiries. This may include, but not be limited to, quotes given for inclusion in press releases and press conferences, interviews, etc.

Prizes

9. Subject to the terms and conditions herein, the winner(s) of the Contest shall receive the corresponding below listed prize(s) from Sony and Singapore Zoological Gardens

Grand Winner

- 1 x ILCE-6700L Body and Kit Lens (worth S\$2219), Bird Discovery Tour (worth S\$500), and Friends of Wildlife Plus Individual Membership (worth S\$245)

Winners and Runner-ups

- 9 x Winner Prize (1 Winner prize from each category and theme): S\$200 Sony Store Online Voucher, Bird Discovery Tour (worth S\$500) and Friends of Wildlife Membership (worth up to S\$195) each
- 9 x Runner-up Prize (1 Runner-up prize from each category and theme): S\$100 Sony Store Online Voucher, and Friends of Wildlife Membership (worth S\$195) each, Backstage Pass: Avian Healthcare for 2 pax (worth S\$296)

Honorable Mentions

- 51 x Honorable Mentions (Across 3 categories and 3 themes): Sony WF-C700N Wireless Noise Cancelling Headphones (worth S\$169) and 1 pair of tickets to River Wonders (worth S\$66) each
10. Prizes are non-transferable and non-exchangeable for cash and may be subject to availability. Sony and Singapore Zoological Gardens reserve the right to replace any prizes with items of similar value without prior notice.
 11. Acceptance of any prize shall constitute consent on the winner's part to allow the perpetual use of the photos and/or videos submitted for the Contest, the winner's name, image, voice and/or likeness by Sony and Singapore Zoological Gardens for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law. Singapore Zoological Gardens may also approach the winner for more information and details so as to feature the winning entries in an exhibition at Mandai Wildlife West in March to July 2024.
 12. Acceptance of any prize shall constitute a release and discharge of Sony and Singapore Zoological Gardens 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) personal injury and/or 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.
 13. In the event that any winner is disqualified from the Contest, Sony, in 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 set out in the Terms and Conditions.
 14. Sony'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, themes or appeals may be made or entertained regarding Sony's

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decision on the same. The receipt by any winner of any prize under the Contest is conditional upon compliance with any and all applicable laws, rules and regulations.

15. The winners shall be responsible to and bear any applicable tax in connection with the prizes. If any tax is applicable to the prize and such tax is (i) required to be withheld by Sony and (ii) permitted to be withheld from the payment under any applicable tax convention, the amount of such tax shall be deducted from the prize by Sony.

Contest Entries

16. Submissions: (i) must be in the English language or accompanied with an English translation of the audio or visual text; (ii) must be the exclusive original work of the participant; (iii) may not be inappropriate, offensive, libelous or defamatory, pornographic, sexually explicit, unlawful or plagiarized, as determined by Sony in its sole discretion; (iv) must not be harassing, abusive, threatening, harmful, vulgar, profane, obscene, excessively violent, racially, ethnically or otherwise objectionable or offensive in any way, as determined by Sony in its sole discretion; (v) may not violate or encourage others to violate any applicable law, statute, ordinance or regulation; (vi) may not defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights; (vii) may not contain commercial or corporate advertising, other than those relating to Sony; (viii) may not include any website URLs, viruses, worms, corrupt files, Trojan horses, or other forms of corruptive code or content that may harm or compromise the proper conduct of the Contest; (ix) may not use any watermarks or distinguishing artist marks (such as signatures); and (x) if found to be in violation of these abovementioned contest rules will be disqualified and therefore removed from the Contest.
17. By submitting an entry, each participant represents that (i) he/she has the unrestricted right to submit the entry; and (ii) the entry does not infringe upon any third party's proprietary or other rights. No damaged, incomplete, forged or appropriated entries will be accepted.
18. By submitting the Entry, each participant thereby (a) specifically authorizes Sony and Singapore Zoological Gardens to use and/or license third parties (including but not limited to the Brand Partners sponsoring the Prizes) to use, without compensation, gain or rewards, a non-exclusive, perpetual and irrevocable license to use, republish, edit and/or modify the Entry in any media for marketing and promotional purposes; (b) represents and warrants that all elements contained in the Entry (i) is original to the participant or fully cleared for use as contemplated herein, (ii) does and will not, in any way, violate or breach any of the terms of any other agreement the participant may be a party to, (iii) does not contained libelous, tortuous, or the publication or sale of which will violate any federal or state statute or regulation, (iv) is not obscene or in any other manner unlawful, and (v) shall not require Sony and/or its licensed third parties to pay or incur any sums to any person or entity as a result of the use or exploitation of the same. Each participant shall also indemnify and hold harmless Sony, its licensed third parties and its affiliates from and against any claim, action, damage, loss and costs and expenses (including legal fees and professional fees) arising from or in connection with any breach of the foregoing.
19. Any costumes, props or other materials used must be rented or borrowed with the permission of the owner, and all other relevant permissions must have been obtained.
20. The photograph and video are allowed light retouching but cannot be digitally manipulated such that the photo and/or video will be deemed unrealistic and/or untruthful.

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21. Participants guarantee that enhancement was made via use of legally acquired software.
22. Each participant shall hold Sony, Singapore Zoological Gardens and all of its officers, directors and employees free and harmless from any liability arising from claims or suits of third parties, including costs and expenses incidental thereto, in connection with the use of the Contest photos.
23. Where there are images or personal information of other individuals appearing in or associated with the entry and the Contest Video, the participant confirm that the individuals have consented and agreed to the participant providing the images and personal information to Sony and Singapore Zoological Gardens and that Sony and Singapore Zoological Gardens may use the images and personal information for the purpose of this Contest.
24. Sony and Singapore Zoological Gardens reserves the right to disqualify all entries that do not meet the rules and regulations of the Contest. These include entries submitted with invalid or incorrect information.
25. Unfair or unethical methods of participation may result in disqualification.
26. Sony and Singapore Zoological Garden's decision for the winners are final.

Liabilities

27. Sony and Singapore Zoological Gardens cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any participant entering the Contest or as a result of entering the Contest or accepting any prize. Sony and Singapore Zoological Gardens is not responsible for any safe custody, return, non-delivery or missing of entries, late, misdirected, problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any app, or any combination thereof, including any injury or damage to participant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Contest.
28. By entering the Contest or accepting the prizes, the participant agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against Sony, Singapore Zoological Gardens, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Contest, and acceptance of any prize, including without limitation, personal injuries, death and property damage.
29. By submitting the Entry, the participant agrees and warrants that the participant shall not submit any content (a) that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence; (b) that violates any law, statute ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair Contest, anti-discrimination or false advertising); that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; (c) on behalf of any merchant or

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manufacturer, or for which the participant was compensated or granted any consideration by any third party; (d) that includes any information that references other apps, addresses, email addresses, contact information or phone numbers; (e) or that contains any computer viruses, worms or other potentially damaging computer programs or files.

Use of Personal Information

30. By entering the Contest, the participant agree:
- a. to the use of the participant's name and/or likeness, without compensation, for Sony, Singapore Zoological Gardens and its affiliates' promotional and marketing purposes; and
 - b. to the use of the information submitted in connection with the Entry, without compensation, for the purpose of administration in relation to the Contest and for Sony's and its affiliates, promotional and marketing purposes and for any and all purposes set out in the Data Protection Policy of Sony at <http://www.sony-asia.com/section/privacypolicy>.
31. Each participant participating in the Contest acknowledges that in respect of any personal information disclosed by her/him to Sony or obtained by Sony from her/him pursuant to this Site:
- a. She/he is authorised to disclose such personal information; and
 - b. Such disclosure complies with any privacy legislation from any country, within the geographical scope of the Contest, and the use of such personal information by Sony as contemplated by this Site (including, without limitation, the disclosure of such personal information to Sony's external agencies or third parties).

Disclaimer

32. Please be advised that all materials posted on the Site are subject to public downloading by third party viewers. Sony has taken precautionary steps to deter users from downloading. However, should downloading persist, Sony shall not be held accountable or liable for any damages caused.

Privacy Policy

33. Information - When using the site, the participant may be asked to enter information including personal information ("**Information**"). The Information will only be used for the purposes set out in these Terms and Conditions, for the purposes explained when the participant has been asked to enter the Information and/or in accordance with this Privacy Policy and the Data Protection Policy of Sony (<http://www.sony-asia.com/section/privacypolicy>).
34. Provision of Information to Third Parties - We will not sell or otherwise transfer the Information to unaffiliated third parties without the participant's approval. If applicable, the participant will have the opportunity to indicate whether he/she would like to "opt in" and/or "opt out" to receiving promotional and/or

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marketing information about other products, services and offerings from us and/or any third parties.

35. Analysis of User Behavior - We reserve the right to perform statistical analyses of user behavior and characteristics in order to measure interest in and use of the various areas of the Site and to inform advertisers of such information as well as the number of users that have been exposed to or clicked on their advertising banners. We will provide only aggregated data from these analyses to third parties. We are not responsible for any actions or policies of any third parties who request personal information and the participant should check the applicable privacy policy of that party.
36. Cookies - The participant should be aware that information and data may be automatically collected through the use of "cookies". "Cookies" are small text files a site can use to recognize repeat users and allow us to observe behavior and compile aggregate data in order to improve the Site and to target its advertising. Cookies do not attach to the participant's system and do not damage the files. If the participant does not want information collected through the use of cookies, there is a simple procedure in most browsers that allows the participant to deny or accept the cookie feature.
37. Updating or Removing Information - The participant may notify us of any updates, amendments and corrections to previously collected Information by using the Feedback Form on the Data Protection Policy. Further, upon the participant's request, we will use commercially reasonable efforts to delete the participant's information from our database. However, it may be impossible to delete the participant's entry without some residual information because of backups and records of deletions.
38. Changes to this Policy - We reserve the right, at any time, to modify, alter, or update this Privacy Policy.

Miscellaneous

39. Sony and Singapore Zoological Gardens reserves the right, in its sole discretion, to terminate or suspend the Contest without any liability to any participant should there be unforeseeable events which in Sony's absolute opinion may jeopardize the process of the Contest.
40. Sony and Singapore Zoological Gardens reserves the right to amend/change the Terms and Conditions and the prizes without any liability to the participants.
41. In the event of disputes regarding the Contest or the Terms and Conditions, Sony and Singapore Zoological Gardens shall have the right to make the final decision.
42. The Terms and Conditions of the Contest shall be governed by and construed in accordance with the laws of the Republic of Singapore.