

## **GENECO'S STACK AND SAVE CHALLENGE**

### **Terms & Conditions**

#### **A. Official Challenge Rules**

1. The Geneco Stack and Save Challenge (the "**Challenge**") is a Challenge 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" shall be used interchangeably in the course of this Challenge and its corresponding Terms and Conditions. Either way, the aforesaid terms shall be taken to have the one and the same meaning.
2. These terms and conditions (the "**Terms and Conditions**") shall apply to the Challenge. By submitting an entry for the Challenge, Participants agree to abide by and are bound by the Terms and Conditions governing the conduct of this Challenge.
3. The Organiser reserves the right to change any terms and conditions of the Challenge at its sole and absolute discretion, without prior notice, reason or liability. By entering the Challenge, the Participants not only undertake to review the Terms and Conditions of the Challenge at any particular time, which has been made available for public viewing at the Geneco's website: [www.geneco.sg/stack-save](http://www.geneco.sg/stack-save) but also agree to be bound to subsequent new or amended Terms and Conditions of the Challenge (if any).
4. The Organiser also reserves the right to terminate, cancel, suspend or amend (including but not limited to replacing the Challenge's prize with one or more items of similar value) the Challenge 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 Challenge is only open to Participants who satisfy the following conditions upon commencement of the Challenge:
  - (a) are and/or are above the age of eighteen (18) years; and
  - (b) currently reside in Singapore at a permanent residential address.
6. Notwithstanding the foregoing, the Challenge 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 Challenge 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 Challenge.
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 Challenge, including but not limited to an entry/submission that does not comply with the Terms and Conditions of the Challenge.

**C. Challenge Period**

8. There will be a total of sixty-five (65) winners for this Challenge, which will span across a total of thirteen (13) weeks (each week separately taken as the “**Weekly Challenge**”). Five (5) Participants with the highest score for the Weekly Challenge will be chosen as the winners of the Weekly Challenge. For the avoidance of doubt, each Participant will only be entitled to one (1) prize throughout the entire Challenge Period.
9. The Challenge Period shall begin on 1 August 2020 at 9:00am and end on 30 September 2020 at 11:59pm (the “**Challenge Period**”). To qualify for the prizes for each week of the Challenge, Participants must submit their entries between the timeframe specified per week as follows:
  - (a) Week 1: 1 August 2020 at 9:00am to 7 August 2020 at 11:59pm;
  - (b) Week 2: 8 August 2020 at 9:00am to 14 August 2020 at 11:59pm;
  - (c) Week 3: 15 August 2020 at 9:00am to 21 August 2020 at 11:59pm;
  - (d) Week 4: 22 August 2020 at 9:00am to 28 August 2020 at 11:59pm;
  - (e) Week 5: 29 August 2020 at 9:00am to 4 September 2020 at 11:59pm;
  - (f) Week 6: 5 September 2020 at 9:00am to 11 September 2020 at 11:59pm;
  - (g) Week 7: 12 September 2020 at 9:00am to 18 September 2020 at 11:59pm;
  - (h) Week 8: 19 September 2020 at 9:00am to 25 September 2020 at 11:59pm;
  - (i) Week 9: 26 September 2020 at 9:00am to 2 October 2020 at 11:59pm;
  - (j) Week 10: 3 October 2020 at 9:00am to 9 October 2020 at 11:59pm;
  - (k) Week 11: 10 October 2020 at 9:00am to 16 October 2020 at 11:59pm;
  - (l) Week 12: 17 October 2020 at 9:00am to 23 October 2020 at 11:59pm;and
  - (m) Week 13: 24 October 2020 at 9:00am to 31 October 2020 at 11:59pm.
10. Any entries submitted outside of the timeframe stated above for Weeks 1 to 13 will be deemed as an entry for the next Weekly Challenge. Any entries submitted after 11:59pm on 31 October 2020 i.e. after the Challenge Period, will not be considered and shall be deemed void. Be that as it may, the Organiser reserves their right to amend the Challenge Period at any time without prior notice.
11. The five (5) winners of the Weekly Challenge will be each entitled to one (1) S\$20 voucher from the Dairy Farm Group Singapore (the “**Prize**”), which may be spent at any outlet of Cold Storage, Marketplace, Jasons, Giant, 7-Eleven and Guardian. Please note that the Prize will only be sent to the sixty-five (65) winners of the Challenge *via* ordinary post to their residential addresses provided by virtue of Clause 21 herein, in the month of October 2020. All applicable taxes, fees and surcharges and/or foreign duties (if applicable) on the Prize remain the sole responsibility of the winner.
12. The Prize is 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. For the avoidance of doubt, no payment or compensation whether in cash, credit or kind shall be made for any lost, misplaced, stolen or damaged Prize.

**D. Participation**

13. To enter the Challenge, each Participant must play the Stack And Save game, which will be made available to all Participants at Geneco's Stack and Save Page at [www.geneco.sg/stack-](http://www.geneco.sg/stack-)

save. After completing a round of the game, Participants will be required to submit their contact details (i.e. their name, contact number and email address) via a Web form for contact purposes (the “**Participant Post**”). Should the Participant refuse to complete and submit the aforesaid Web form, the Participant Post will be deemed an invalid submission, and accordingly disregarded for the purposes of winning the Weekly Challenge.

14. Each Participant shall submit their entry for the Challenge within the relevant timeframes during Challenge Period stated at Clause 9 hereinabove.
15. For the avoidance of doubt, the Organiser has the right to disqualify and/or remove any entries that do not fulfil the eligibility criteria stated at Clauses 13 and 14 hereinabove, or entries that are inappropriate or in breach any of the Terms of Conditions stated herein.
16. 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 Challenge. 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.
17. Although participants may make multiple submissions during the Challenge Period, the Organiser will only take the participant’s highest score for the Weekly Challenge into consideration and each Participant can only win one (1) prize. If a Participant has submitted multiple entries for a Weekly Challenge, the latest Participant Post submitted before 11:59pm on the final day of each Weekly Challenge shall be treated as the final entry for that relevant part of the Challenge Period.

**E. Selection of Winners, Prizes and Notifications**

18. All winning entries for the Challenge shall be solely decided by the Organiser. The results of the Challenge shall be final and binding, and no appeal against the Challenge’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.
19. In the event of a draw (i.e. the same score for the qualifying entries for the Weekly Challenge), the Organiser shall award the Prize to the Participant who had submitted the earlier winning entry for the Weekly Challenge. For the avoidance of doubt, Participants shall not look to the Organiser and/or its affiliates for the results from the Weekly Challenge and the Organiser’s decision on the results from the Weekly Challenge shall be final.
20. The Organiser shall contact the five (5) winners of each Weekly Challenge via the email address that the Participant had submitted in the Participant Post. The winners for Weeks 1 to 4 shall be contacted by 4 September 2020 whereas the winners for Weeks 5 to 9 shall be contacted by 9 October 2019 and the winners for Week 10 to 13 shall be contacted by 6 November. The Organiser also reserves the sole and exclusive discretion to post the winners’ names and results on any of Geneco’s social media platforms for marketing and publicity purposes.

21. Participants agree to and understand that they will be required to submit all necessary information, such as their residential address, to the full satisfaction of the Organiser if and when he/she is selected as a winner for the Challenge. Unless otherwise stipulated in the Terms and Conditions herein, all personal information collected in connection with this Challenge shall only be used for the purposes of verification of the winners' eligibility and in accordance with the privacy notice stated at Clause 30 herein.
22. Should the Organiser discover, during the course of verification, that the winner(s) fail to meet the eligibility conditions as stated at Clauses 5 and 6 hereinabove (the "**Disqualified Winner**"), the Organiser reserves the right to void the Disqualified Winner's submission and accordingly, disqualify him/her from the Challenge. In that event, the Organiser reserves the right to select another winner for the Challenge at its sole and exclusive discretion.
23. The Prizes are awarded conditionally upon acceptance. If a winner 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 unaccepted. The Organiser shall retain the sole and absolute discretion to award the forfeited prize to the Participant with the next highest score for the Weekly Challenge (the "**Next Winner**"). In the event of a draw in scores between the Participants who qualify as the Next Winner, the Organiser shall award the Prize to the Participant who had submitted the earlier winning entry.
24. An email notification will be send out to the winners stating the Prize and the period of redemption of the Prize ("Prize Redemption Notification"). The Organiser will not be responsible should any winners fail to redeem their Prize within the specific timeframe stated Prize Redemption Notification.

**F. Ability to Accept Terms and Conditions**

25. Participants affirm that they are at least eighteen (18) years old, and they are fully able and competent to understand and are in compliance with the Terms and Conditions for this Challenge, and hereby agree to abide by and comply with the same.

**G. Disclaimer**

26. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Challenge, 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 or intellectual property of the Organiser and its affiliates (i.e. Seraya Energy Pte Ltd, YTL PowerSeraya Pte Limited or PetroSeraya Pte Ltd) are and shall remain vested in the Organiser or its affiliates accordingly.
27. This Challenge is in no way sponsored, endorsed, administered by or associated with Dairy Farm Group Singapore. Any information provided by Participants during the course of and for the purposes of the Challenge does not equate to providing information to Dairy Farm Group Singapore. All Participants will only be providing information to the Organiser.
28. 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 Challenge. 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.

29. 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 Challenge, these Terms and Conditions shall prevail.

**H. Use of information and publicity**

30. 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 Challenge.
31. 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 Challenge submission, whether in image or video form, for marketing, promotion and/or advertisements purposes relating to the Organiser (and its affiliates) and the Challenge, including print, audio-visual and social media, without restriction or limitation and for an unlimited number of times.

**I. Limitations and Indemnity**

32. Participants shall assume all risk in respect of loss, injury, damage or liability which may arise directly or indirectly as a result of or in connection with the Participant's participation in the Challenge and/or the use or misuse of the Prize.
33. 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, expenses or injuries of any kind suffered or incurred by any person arising from or in connection with the Challenge and/or the Prize. 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 an 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 Challenge and/or the use or misuse of the Prize; 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 by the Participant.

**J. Governing Law and Jurisdiction**

34. The Challenge and the Terms and Conditions associated therewith shall be governed by the laws of the Republic of Singapore. By participating in the Challenge, each Participant agrees

to submit to the exclusive jurisdiction of the courts of the Republic of Singapore insofar as the subject relates to the Challenge and Terms and Conditions associated therewith.

35. 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.