

“BEATS OF SINGAPORE”

TERMS AND CONDITIONS (“T&C”)

No.	Item	Provision
1.	Campaign	Beats of Singapore (“Contest”)
2.	Organiser	C27 (“C27”) and Singapore Tourism Board (“STB”)
3.	Sponsor of the Prizes	Spotify Singapore Pte Ltd (“Spotify”)
4.	Contest Period	<p><u>Contest Period for Philippines, Thailand and Vietnam</u></p> <p>Start date: 3 January 2019 End date: 7 April 2019</p> <p><u>Contest Period for Indonesia</u></p> <p>Start date: 7 January 2019 End date: 14 April 2019</p> <p>C27 reserves the right to vary, postpone or re-schedule the dates of the Contest or extend the Contest Period at its sole discretion without any prior notice to any party whatsoever.</p>
5.	Eligibility	<p>The Contest is open to Spotify users whose account is set with Thailand, Indonesia, Vietnam and Philippines as the location.</p> <p>Participants may be required to submit further proof of their eligibility within such time frame as may be required by C27, failing which C27 shall be entitled to disqualify the participants.</p>
6.	Ineligibility	<p>Employees of C27, Spotify and STB and their immediate family members being spouses, children, parents, parents-in-law and siblings or any other persons involved in organizing, promoting and/or conducting the Contest and Campaign will be ineligible to win any prize in the Contest. However, they will be allowed to participate in the Contest and Campaign.</p>
7.	Participation	<p>By participating in the Contest, the participants agree to be bound by and to comply with the T&C.</p> <p>The participants shall adhere to the mechanism of the Contest as may be briefed and communicated to the participants via email by C27 from time to time during the Contest Period.</p> <p>C27 reserves the right to change, amend, delete or add to the T&C and other rules and regulations at its absolute discretion at any time.</p> <p>In the event of any non-compliance or breach of any of the T&C, C27 shall have the sole right and discretion to disqualify a participant at any stage of the Contest without further notice, and any prizes won may be forfeited, withheld, withdrawn or reclaimed by C27.</p> <p>The decision of C27 in all matters shall be final, binding and conclusive</p>

		and no correspondence or appeal will be entertained.
8.	Contest Entry	<p>By submitting the Contest Entry, the participant shall be deemed to have read, understood, accepted and agrees to be bound by the T&C.</p> <p>Contest Mechanics for Thailand, Vietnam, Indonesia, Philippines –</p> <p>To participate in the Contest, the participants shall visit www.beatsofsingapore.com and follow the prompts in the submission entry page. Participants shall complete “Step 1”, “Step 2” and “Step 3” as indicated on the microsite and provide a valid email address.</p> <p>All Contest Entries shall be accompanied by the relevant contest mechanics to be eligible to participate in the Contest. Contest Entries that are incomplete and/or fails to adhere to the T&C and/or specifications shall be disqualified by C27.</p> <p>Submission of a Contest Entry does not ensure the participant the opportunity to participate in the Contest.</p> <p>C27 shall be entitled to reject or refuse participation by any participant for reasons, including without limitation where the Contest Entry is not complete or any provisions in the T&C are not fulfilled or adhered to by the participant.</p>
9.	Winners Selection	<p>Winner Selection for Thailand, Vietnam, Indonesia, Philippines –</p> <p>(a) Weekly winners will be selected electronically at random to win 6-months (“Lucky Draw 6”) and 1-month Spotify premium codes (“Lucky Draw 1”). Lucky Draw winners will be selected via computerised random selection at the end of every week (Monday).</p> <p>The decisions of C27 on all matter relating to the Contest, including without limitation, the selection of winners, shall be final and absolute and binding on all participants. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of C27 will be entertained.</p> <p>The Participants shall not dispute or make any oral or written complaints on the same whether during or after the Contest Period.</p>
10.	Entries permitted	There will be no restriction on the number of Contest Entries that each participant can submit for the Contest. However, each participant will be restricted to win only one (1) prize for each month.
11.	Prizes	Schedule 1

		Allocation of prizes for Thailand, Vietnam, Indonesia, Philippines –		
		Country	Distribution	No. of winners per week
		Vietnam	Weekly Lucky Draw 6 (1 x 6-months Spotify premium codes)	14
			Weekly Lucky Draw 1 (34 x 1-month Spotify premium codes)	14
		Thailand	Weekly Lucky Draw 6 (1 x 6-months Spotify premium codes)	14
			Weekly Lucky Draw 1 (21 x 1-month Spotify premium codes)	14
		Philippines	Weekly Lucky Draw 6 (1 x 6-months Spotify premium codes)	14
			Weekly Lucky Draw 1 (127 x 1-month Spotify premium codes)	14
		Indonesia	Weekly Lucky Draw 6 (1 x 6-months Spotify premium codes)	14
			Weekly Lucky Draw 1 (78 x 1-month Spotify premium codes)	14
		<p>*Based on number of weeks in the Contest Period.</p> <p>Subject to the availability of the Prizes as mentioned, C27 reserves the right at its absolute discretion to replace and/or substitute any of the Prizes with alternative prizes of similar value as determined by C27 at any time without prior notice.</p> <p>All Prizes are given to the winners on an “As is” basis and are not exchangeable or redeemed for cash, credit, and other items or voucher in part or in full and are non-transferable to any other person.</p> <p>The winners are responsible for any and all taxes payable as a result of Prizes being awarded or received (if applicable).</p> <p>In the event that the winner decides not to accept their entitled prize, the prize shall be forfeited and the same shall be dealt with according to C27’s absolute discretion.</p> <p>C27 reserves the rights to draw reserve winner(s) to substitute any winner subsequently found to be disqualified. C27’s decision is final and no correspondence and claims will be entertained.</p>		
12.	Winner Notification	<p>All winner(s) will be notified via email by the fifteenth (15th) day of each month, from January 2019 to April 2019 or such other date as decided by C27 at its absolute discretion.</p> <p>C27, Spotify and STB shall have no liability [for] any winner’s failure to receive notices due to spam, junk email or other security settings or due to any winner’s provision of incorrect or otherwise non-functioning contact information.</p>		

<p>13.</p>	<p>Redemption of Code</p>	<p>A unique Spotify Premium code (“Code”) will be provided to each winner with instructions on how to redeem the Prizes.</p> <p>All Code shall be redeemed within 12 months from the date the Code is issued to the winners, failing which date the Code will expire and the Code will be forfeited. Once redeemed, the Code will provide the winner with access to a 6-months or 1-month subscription (as applicable, based on the prize the winner has won) to Spotify Premium.</p> <p>The winners’ use of the Spotify Premium service shall be subject to the “Spotify Terms and Conditions of Use” located at https://www.spotify.com/sg/legal/end-user-agreement/.</p> <p>C27, Spotify and STB shall not be held responsible for any loss or damage resulting from lost, stolen, or fraudulently obtained Code or use without permission. In the event that a winner is an existing Spotify Premium subscriber, the Code will be added to their existing account balance.</p>
<p>14.</p>	<p>Consent of participants</p>	<p>By entering the Contest, each participant hereby consents to and agrees that:</p> <ul style="list-style-type: none"> (a) any and all personal information submitted by the participant for the Contest, including names and personal details (“Personal Data”), may be collected, used and disclosed by C27, Spotify, STB and their respective employees, agents and sub-contractors for purposes relating to the Contest and such other purposes C27 may reasonably deem appropriate in any campaign promoting the Contest; and (b) C27, Spotify and STB have right to use and reproduce the Personal Data or any part thereof in its original or edited format, and incorporate the same with any other material and to commercially exploit the same in any manner, without limitation, in any media, publications, presentations, promotional materials on websites to promote the Contest or otherwise without further notification, remuneration, compensation or consent; and (c) the copyright and all other intellectual property rights in and to all materials shall vest solely and absolutely in C27 without further compensation.
<p>15.</p>	<p>Warranties and Undertakings</p>	<p>The participant hereby declares, represents and warrants that:</p> <ul style="list-style-type: none"> (a) all Contest submission content(s) do not and shall not infringe the intellectual property rights (including without limitation copyright and trademarks), privacy or any other rights of a third party; and (b) all Contest submission content(s) do not and shall not contain anything which is libellous, defamatory, obscene, harassing,

		<p>threatening, and is of such nature that contravenes the laws of any applicable jurisdiction; and</p> <p>(c) it will not appeal or otherwise challenge the decision of C27 on all matter relating to the Contest and that the decision of C27 on all matter relating to the Contest and result declared by C27 shall be final and absolute and that no appeals will be entertained by C27.</p>
16.	Limitation of Liability	<p>The Participant agrees and acknowledges that his/her participation in the Contest shall be at solely his/her own risk.</p> <p>Notwithstanding anything in the T&C or otherwise to the contrary, C27, Spotify and STB and their respective agents, sponsors, representatives, affiliates, officers, employees shall not be responsible or liable to any participant or to any third party under any circumstances or in any way whatsoever, for any injuries, errors, omissions, loss, damage, costs or expenses of any kind suffered or incurred as a result of their participation or inability to participate in the Contest.</p> <p>C27, Spotify and STB shall not be responsible or liable for any error, interruption, defect, theft or unauthorised access or losses in relations to the Code due to any reason whatsoever, the Code being stolen, hacked or otherwise learned by somebody else due to the poor maintenance of the account.</p>
17.	Indemnity	<p>The participant shall be deemed to have waived, released and discharged C27, Spotify and STB, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the participant or any party claiming through the participant hereafter may have arising out of acceptance of any Prizes or participation in the Contest including but not limited to personal injury or damage to property and whether or not direct, consequential or foreseeable.</p> <p>The participant agrees to be liable to and indemnify C27, Spotify and STB and its agencies, sponsors and representatives in the event any of the foregoing parties suffer or incur any, loss, damage, costs or expenses arising from or related to the participant's acts or omissions in relation to the Contest including the participant's breach of its warranties and undertakings and any breach of the T&C and/or rules and regulations of the Contest.</p>
18.	Governing Law	<p>The T&C shall be governed by and construed in all respects in accordance with the laws of Singapore, Thailand, Vietnam, Indonesia, and Philippines.</p> <p>The Courts of Singapore, Thailand, Vietnam, Indonesia, and Philippines shall have exclusive jurisdiction to hear and determine all actions and proceedings arising out of this T&C.</p>

		The participants from all participating countries shall be held bound by the terms and conditions and be held liable according to the current laws of Singapore.
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