



Terms and Conditions:

Toast Box Cup of Art Contest

1. Entry into the Toast Box Cup of Art Contest (the “**Contest**”) is deemed acceptance of these terms and conditions.
2. Clause headings are inserted for convenience of reference only and shall not affect the interpretation of the terms and conditions.
3. The Promoter is Toast Box Singapore incorporated under BreadTalk Pte Ltd (BRN: 200003528M) of BreadTalk IHQ, 30 Tai Seng Street, #09-01 Singapore 534013 (the “**Promoter**”).

Duration

4. The Contest period commences at 10:00 (GMT+8) on 25 May 2022 and ends 23:59 (GMT+8) on 22 June 2022 (the “**Contest Period**”).

Eligibility to Enter

5. Entry is open to citizens and permanent residents of Singapore, who are 18 years or older at the date of entry (the “**Entrants**”). Employees of the Promoter, their immediate family member, affiliates, subsidiaries, related agencies associated with this Contest are not eligible to enter the Contest. “**Immediate family member**” means a child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law (whether natural or adopted by a parent), whether or not they live in the same household as the employee or contractor.
6. The Promoter will not accept entries that are: automatically generated by computer; completed by third parties or in bulk; illegible, have been altered, reconstructed, forged or tampered with; and/or incomplete.
7. Entries that are: (a) made on behalf of another person; (b) joint submissions by two or more persons; (c) made by or on behalf of a partnership or company or other body corporate; and/or are not allowed and will be rejected by the Promoter.

How to Enter

8. Entrants must create their design on the template made available on the Promoter’s website.
9. Entries can be submitted as a photo or PDF and should be no larger in total than 8 MB.
10. Entries must be submitted via email to contest@breadtalk.com by the closing date specified in paragraph 4 of these terms and conditions.
11. An Official Entry Form (in the form specified by the Promoter and made available on the Promoter’s website) must also be completed, signed and submitted by you alongside each design entry. Without prejudice to any provision herein, each Official Entry Form signed by you will contain an acknowledgment that your entry is: (a) exclusively your own work and does not comprise or incorporate any copyright or other intellectual property rights owned by any other person; (b) has not been submitted for other contests or competitions (whether in Singapore or overseas); (c) has not been used for commercial purposes and/or been published in any media; (d) is not defamatory or



immoral; and (e) does not infringe any third party rights and/or any agreements to which you are a party.

12. Receipt of entries will be acknowledged through an automated return email and all entry information will be retained by the Promoter.

13. Neither the Promoter nor any of its employees, agents or representatives will be responsible for the non-receipt and/or non-inclusion of entries in the Contest as a result of being lost, late, illegible, incomplete, invalid, or because of technical failures or otherwise, including such failure which is within the control of the Promoter or its employees, agents or representatives.

14. The winner will be required to confirm in writing that they have read, understood, and complied with the terms and conditions of this prize draw, and may be required to provide proof of eligibility (including, but not limited to, proof of identity, age and/or residency), as necessary. The proof of eligibility that will be considered suitable for verification is at the Promoter's discretion.

15. The Promoter reserves the right to cancel, alter and/or amend the Contest at any stage if deemed necessary in its own opinion and entirely at its own discretion, or if any circumstances arise outside of the Promoter's control.

16. Entries cannot be returned by the Promoter.

17. There is no limit on the number of entries an individual can submit. However, Entrants can only have one (1) entry shortlisted.

18. There is no purchase necessary by you to enter the Contest and there is no charge for submitting an entry.

Prizes

19. Entrants can only win one (1) prize each.

20. The Grand Prize includes the following:

- \$500 NETS Prepaid Card
- \$100 worth of Toast Box vouchers and products

21. The Merit Prizes includes the following:

- \$200 NETS Prepaid Card
- \$50 worth of Toast Box vouchers and products

22. The Consolation Prizes includes the following:

- \$50 worth of Toast Box vouchers and products

23. Prizes are not exchangeable or redeemable for cash or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter. By accepting the prize, the winners agree to the conditions of its use.

24. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal value and/or specification, without notice and without furnishing any reason.



25. The prizes are to be collected by the winners from **1 July 2022**. The Promoter reserves the right to refuse prizes to any winner after this date.

26. The Promoter's decision is final and no correspondence will be entertained.

Judging & Winner Selection

27. Judging consists of Internal judging.

28. All eligible entries received by the closing date specified in paragraph 4 will be uploaded in a Facebook album for public viewing.

29. Judges will score each entry according to the following weighted judging criteria: (1) Originality; (2) Creativity and (3) Relevance to Contest theme. The entry with the highest score from the Judges will be deemed the Grand Prize Winner. The next 2 entries with the next highest scores from the Judges will be deemed the Merit Prize Winners. The next 5 entries with the next highest scores from the Judges will be deemed the Consolation Prize Winners. The decision will be final and no appeal against the decision will be considered.

30. The Entrants may only have one (1) entry that qualifies him or her as the winner. If there is a tie, then the entry with the highest score in criteria (1) on Originality will be declared the Grand Prize Winner. If there is still a tie, then the tied entries will be re-judged and the Entrant whose entry receives the highest score will be declared to be the potential Grand Prize Winner. In no event will there be more than one (1) Grand Prize Winner.

31. If at any stage in the Contest, an Entrant cannot be contacted after reasonable efforts have been made by the Promoter, that Entrant shall forego his/her right to progress to the next stage and the Promoter at its sole discretion may arrange for a replacement Entrant to be selected.

32. The Promoter reserves the right not to award any prize if in the Promoter's sole opinion, none of the Entries meet the requirements stated herein or meet the required standard for that prize or the prizes.

33. If the winner is found to be ineligible or has not complied with these terms and conditions, such winner may be disqualified and an alternative winner for the prize may be selected.

34. The winning entry may be subject to minor alterations or adjustments by the Promoter or its agents, including, but not limited to, in order to ensure practicality of use.

35. Winners may be interviewed by the Promoter, and all winners hereby consent to public disclosure of their names, photographs and audio/visual recording of them and the results of the Contest in any publicity. The winners further consent to the Promoter disclosing such photographs, interviews, audios and videos to any third-party media entities for publicity purposes and in addition, the winners waive any right to inspect or approve the finished content and images. Winners may also be required to take part in further promotional activities arranged by the Promoter. Notification of the winners.

Notification of the winners

36. The winners will be notified by 27 June 2022 via e-mail at the e-mail address specified in the Official Entry Form. If the winner does not respond to our notification prior to 3 July 2022 (or such later date as the Promoter specifies for this purpose), the Promoter reserves the right to withdraw prize



entitlement and the prize will be forfeited and an alternative winner will be selected. Upon prize forfeiture, no compensation will be given and the Promoter shall not be liable to the winner in any way whatsoever.

Contest Entries & Intellectual Property Rights

37. The Entrants agree that their Contest Materials (excluding personal data) will be treated as having been submitted on a non-confidential basis.

38. The Entrants hereby grant the Promoter a non-exclusive, royalty-free, irrevocable, perpetual, world-wide and transferable license to use, reproduce, copy, transmit, display, publish, print, post, edit, adapt, modify, create derivative works of and/or otherwise distribute the Contest Materials submitted for the Contest (including the name of the respective Entrants) for the purposes of promoting the Contest and other promotional, publicity and marketing purposes, in any media format and through all media channels such as but not limited to webpages, social media sites and blogs, publications and/or any other form of advertising materials or promotional communications, without any payment or compensation to the Entrants.

39. The Entrants retain all intellectual property rights to their respective Entries and any accompanying materials submitted by the Entrants to the Promoter (the "**Contest Materials**").

40. The Entrants acknowledge and agree that the winning entry (in whole or in part) may be adapted, edited, altered, revised or otherwise modified for use by the Promoter as the design of Toast Box 8oz takeaway cups.

41. By submitting a competition entry, you represent, warrant and undertake to the Promoter that your entry: (a) is exclusively your own work and does not comprise or incorporate any copyright or other intellectual property rights owned by any other person and/or corporations; (b) has not been submitted for other contests or competitions (whether in Singapore or overseas); (c) has not been used for commercial purposes and/or been published in any media; (d) is not defamatory or immoral; and (e) does not infringe any third party rights and/or any agreements to which you are a party.

Limitation of liability and variation of terms

42. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure or delay in performing its obligations. The Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this Contest.

43. The Promoter, its related bodies corporate and their respective directors, employees, contractors and agents (the "**Promotion Parties**") will not be liable for any losses, damages, expenses, costs or personal injuries arising out of this Contest, the publicity of this Contest or the use of any prize, including but not limited to any breach of these terms and conditions, contract or tort (including negligence) and any other common law, equitable or statutory remedy ("**Damages**") whatsoever, including but not limited to direct, indirect and consequential Damages, including Damages that cannot reasonably be considered to arise naturally and in the ordinary course of things, even if those Damages were in the contemplation of the Promotion Parties.

44. The exclusion of liability in paragraph 43 does not apply to limit or exclude liability: (a) for personal injury or death suffered or sustained in connection with the Contest; or (b) to the extent it is not



permissible at law to limit or exclude liability in the manner contemplated in that clause (in which case that liability is limited to the maximum extent allowable by law).

Entry details and privacy

45. Except as otherwise specified herein, entry details remain the property of the Promoter. The name and photographs of the winners and all recipients of the prize may be used for promotional purposes by the Promoter, unless the winners otherwise notify the Promoter at the time of accepting the prize. Entrants consent to the Promoter using personal information provided in connection with this Contest for the purposes of facilitating the conduct of the Contest and awarding any prizes (including to any applicable statutory authorities) and to conduct marketing activities. Without limiting the foregoing, Entrants' personal information provided in connection with this Contest will be handled in accordance with the Promoter's Privacy Statement, a copy of which is available at <http://www.toastbox.com.sg/privacy.html>.

Tax Implications

46. The Promoter accepts no responsibility for any tax implications that may arise from accepting a prize. Independent financial advice should be sought.

Important information and conditions about competitions on Facebook

47. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand and agree that they are providing their information to the Promoter and not to Facebook. By entering this Contest, each Entrant releases Facebook from any action or claim arising out of the Contest. Any questions, comments or complaints regarding this Contest must be directed to the Promoter, not Facebook.

48. At all times, Entrants agree to act in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at www.facebook.com/terms.php and other related policies.