

#ARECIPEFORCHANGE INSTAGRAM VIDEO COMPETITION TERMS & CONDITIONS OF ENTRY

THIS COMPETITION IS ORGANISED BY TEMASEK CAPITAL MANAGEMENT PTE. LTD. (“THE ORGANISER”).

1. By submitting an entry to the #ARecipeForChange (the “**Campaign**”) Instagram video competition (the “**Competition**”):
 - a. you acknowledge that you have read and understood these terms and conditions of entry (the “**Terms**”) which include information on how to enter, how the winners will be determined, the prizes, and how personal data will be collected, retained, used and shared;
 - b. you expressly agree to be bound by the Terms, including in particular those relating to the collection, retention, use and sharing of personal data; and
 - c. you confirm that you do not breach any law in your country of residence regarding the legality of entering the Competition.
2. The Organiser will not be responsible for any Participant (defined below) entering the Competition unlawfully or otherwise in breach of local law. You are advised to check or seek advice on your local law before entering the Competition.
3. The Organiser reserves the right, in their sole in their sole and absolute discretion, to:
 - a. amend or vary any of the Terms at any time without prior notice and by entering the Competition you agree to any such amended Terms. If the Organiser amends or vary any Term relating to the collection, retention, use and/or sharing of personal data that has already been collected, such amendments and/or variations will be posted on the Competition website at www.ecosperity.sg/arecipeforchange (“**Website**”); and
 - b. terminate or disqualify any Participant’s entry for the Competition or reclaim and/or disqualify any Prize(s) (defined below) at any time if it is the sole opinion of the Organiser that there has been a breach of any of the Terms by such Participant (whether discovered during or after the end of the Competition).

ENTRY TO THE COMPETITION

4. A “**Qualifying Entry**” means the successful submission of a completed entry by a Participant together with any other information requested. The completion and validity of the particulars of each entry shall be determined at the Organiser’s sole discretion.
5. A “**Participant**” means a person aged 18 or above on their date of entry to the Competition who is a legal resident of Singapore and who submits a Qualifying Entry during the Competition Period.
6. You may enter the Competition as many times as you wish during the Competition Period (defined below).
7. Notwithstanding the above, where your entry in the Competition is prohibited or restricted by law or otherwise in your place of residence, it shall be completely void.

8. No purchase is necessary to enter the Competition. Employees of the Organiser and any related companies, sponsors and/or advertising agencies, as well as their immediate families, may not enter the Competition.
9. All entries will be judged individually on their merits by a panel of judges comprised of representatives of the Organiser (that panel of judges collectively the “Judges”).

THE COMPETITION

10. The Competition is open for entry from 01 March 2021 00:00 hours (Singapore Time) to 31 March 2021 23:59 hours (Singapore Time) (“**Competition Period**”). The Competition Period is subject to change at the absolute discretion of the Organiser.
11. Any entry submitted before the Competition Period or after the close of the Competition Period shall be void.
12. To participate, all Participants are required to complete the following during the Competition Period:
 - a. Record a 60s or shorter video (each, a “**Video**”, collectively, “**Videos**”) of themselves preparing a sustainable dish or meal that uses any of the following:
 - i. ‘food waste’ such as leftovers, bruised food or food scraps which may otherwise be discarded;
 - ii. local produce; and/or
 - iii. alternative proteins
 - b. Participants must upload the Video to their personal Instagram account and, in doing so, Participants must ensure that they:
 - i. include the following hashtags in their caption: #ARecipeForChange #Ecosperity
 - ii. ensure that their Instagram account is set to “public”; and
 - iii. follow and tag @temasekseen
13. Participants acknowledge and agree that to be eligible for the Competition the Videos must comply with the following conditions:
 - a. (original) their Video is original and the Participant/Winner is the owner of all rights in the Video, including but not limited to copyright;
 - b. (no infringement) nothing in the Video is obscene, libellous, blasphemous or infringes any performer's right, any performer's property right, any moral right, any right of copyright, right of privacy, right of publicity or any other right whatever of any third party;
 - c. (no restrictions or payment) the Organiser can use, broadcast, transmit and otherwise exploit the Video and exercise the rights granted in this agreement without restriction or payment to the Participant/Winner or any third parties; and
 - d. (third parties) the entrant has obtained all necessary consents and releases from all individuals entitled or required to give such permission in respect of the Video and its use by the Organiser and that neither the Video nor the reproduction of it by the Organiser will infringe any rights of any third party; and
 - e. the Participant will comply with the terms and conditions governing the use of Instagram, and their participation in the Competition and the posting of the submission does not breach any of the terms and conditions governing the use of Instagram.

WINNER SELECTION AND NOTIFICATION

14. The winners (each, a “**Winner**”, collectively, “**Winners**”) will be selected by the Organiser and informed no later than Monday, 19 April 2021 from among all eligible entries received during the Competition Period. There shall be ten (10) Winners. Winners will be selected based on the following criteria (“**Judging Criteria**”):
 - a. How well the submission aligns to the Campaign themes (Avoid food waste; Buy local produce; and Choose alternative proteins) – maximum of 5 points;
 - b. Minimal negative impact on the environment – maximum of 5 points;
 - c. Practicality of dish and ease of preparation – maximum of 5 points;
 - d. Creativity and video quality – maximum of 5 points;
 - e. (BONUS) Nutritional value of the dish or meal created e.g. balanced, use of healthy cooking methods – maximum 5 points

Submissions with the highest score out of 25 possible points will be selected as the Winners.

15. The Winners will be notified individually by Instagram Direct Message (“**DM**”). The Winners will be required to acknowledge receipt of the DM by providing such information as may be requested by the Organiser (including but not limited to, full name and contact information of the Winners) to the Organiser within two days of such notification, failing which his/her Prize will be forfeited automatically and the Organiser shall be free to deal with the Prize in any manner they see fit.
16. Upon confirmation of receipt of the Prize, the Winner’s name and Video may be displayed on the official social media pages of Temasek and Ecosperity.

PRIZES

17. Each Winner will be entitled to the following (“**Prize**”): Dining vouchers worth SGD 500 for use at a restaurant in Singapore.
18. Further details regarding the Prize will be notified by the Organiser.
19. In all cases, the Organiser will not be held liable for the Prize if it does not reach the Winners for reasons beyond the Organiser’s control.
20. The Prize is subject to the terms and conditions of any third-party supplier of the Prize.
21. Each Winner shall, if required by the Organiser, provide his/her original Identity Card, passport and such other documentation as may be requested, for verification of proof of eligibility for receipt of the Prize. If requested by the Organiser, the Winners shall be required to sign a prize claim form in order to redeem his/her Prize.
22. The Prize is subject to variation at the discretion of the Organiser, and any change will be final and binding upon every Participant in the Competition.
23. The Organiser reserve the right in their sole and absolute discretion to deal with any unclaimed Prize in any manner.

24. The Prizes will be given to the Winners as set out in the Terms. The Winners must accept their Prize in that form. The Prize is non-negotiable, non-transferable, non-refundable and not exchangeable for cash credit or kind, either in part or in full except at the sole and absolute discretion of the Organiser. The Prize cannot be sold or bartered. There is no refund if the Prize is only partially used. The Organiser may at their sole and absolute discretion withdraw and/or substitute the Prize with any other item of similar value without notice and without furnishing any reason. Unless otherwise stated, the Winner is solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred in relation to the Prize.

ORGANISER' DECISIONS

25. The Organiser's decision as to any matter relating to the Competition, including but not limited to any entry eligibility, the winning entry(ies) and the Winner(s), will be final and binding. No correspondence will be entered into about the Competition or the Organiser' decisions.

PUBLICITY

26. By participating in the Competition, the Participants and the Winners:
- a. if applicable, agree to the use of their name and/or likeness, without compensation, by the Organiser and/or any party authorised by the Organiser;
 - b. if applicable, grant the Organiser and any party authorised by the Organiser an irrevocable, worldwide, perpetual, royalty-free right and licence to use the Videos, and any material submitted as a part of their entry into the Competition, and any footage or other material that features or otherwise includes the Winners (collectively, the "**Works**") in any manner, for any purpose the Organiser may see fit, in all forms of media now known or hereafter invented;
 - c. to the fullest extent permitted by law, waive any moral rights or similar rights they may have in the Works or any part thereof throughout the world;
 - d. undertake not to object to any use of the Works by the Organiser or any party authorised by the Organiser; and
 - e. acknowledge and agree that they may be contacted by the Organiser to participate in advertising campaigns relating to the Organiser, including, without limitation, publicity interviews within one calendar year from the public announcement of the Winners and that they will use their best endeavours to comply with such requests.

MISCELLANEOUS

27. The Organiser reserve the right to modify your Videos and captions as necessary, including but not limited to editing, resizing, cropping or colour adjustment as necessary, while maintaining the integrity of your Videos and captions as originally created.
28. All particulars submitted by each Participant shall be made in full and frank disclosure. Any misrepresentation may result in disqualification, forfeiture or withdrawal of any Prize won in the Organiser' sole discretion.
29. The Organiser shall not be liable in any way for any failure or breach by any party in connection with the Competition, and/or the acceptance and/or use of the Prizes, howsoever caused and accepts no responsibility for any loss suffered by a Participant arising from the Competition or the Prizes. The Organiser make no warranties, representations or guarantee either expressed or implied regarding

any Prize including but not limited to any warranty of merchantability or fitness for a particular purpose.

30. To the maximum extent permitted by applicable law, each and every Participant agrees to indemnify and keep indemnified, and hold harmless, the Organiser and their officers, directors, employees, agents, distributors and affiliates from and against any and all claims, loss, damage or liability suffered and fees and costs incurred, including reasonable legal fees, resulting from any act, neglect or default or breach by the Participant or any person who may be authorized by the Participant, of any of the Terms.
31. Each Participant, by entering the Competition, expressly releases the Organiser from any claim, action or demand arising out of or in connection with the Competition or the Prizes, if any. In particular, each Participant acknowledges that elements of the Prizes are provided by third parties over whom the Organiser have no control, and acknowledges that the Organiser accept no responsibility for any claims, actions or demands arising out of or in connection with such elements of the Prizes.
32. The Organiser shall not assume any responsibility for incorrect or inaccurate capture of Participant's information. This will include but is not limited to technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof.
33. If, for any reason, the Competition is not capable of running as planned, including but not limited to the reasons of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Organiser which corrupts or affects the administration security, fairness, integrity or proper conduct of the Competition, the Organiser reserve the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition, all without question or need for communication to said party and without the Organiser being liable to said party in any way.
34. In the event of any dispute arising or relating to the Competition, the Participant and the Organiser agree to use best endeavours to resolve the dispute promptly and amicably, by good faith negotiation.

GOVERNING LAW AND JURISDICTION

35. By participating in this Competition, the Participant hereby agrees that he/she shall not, directly or indirectly, give, promise or offer and undertake not to give, promise or offer money, donations, gifts or other benefits whatsoever in order to influence with corrupt intent the Organiser or any private person or business, or any employee or official of any government or government related establishment or public international authority, any political party (or candidate or official), or anyone acting on the Organiser' behalf, in the exercise of authority or in connection with obtaining any improper benefit or advantage with respect to this Competition or any matter covered by these Terms or otherwise take any action (or fail to take action when required) that would violate any applicable laws, including but not limited to, the United States Foreign Corrupt Practices Act, the U.K. Bribery Act 2010 or any applicable local laws and/or regulations.
36. Any provision of the Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. That does not affect the validity

or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the Terms.

37. The law applicable to the Terms is the law of the Republic of Singapore and the courts of the Republic of Singapore will have exclusive jurisdiction in case of any dispute arising out of or in relation to the Competition. Any rights of Temasek under these Terms may be exercised by Temasek Holdings (Private) Limited and its related corporations (as defined in the Singapore Companies Act (Chapter 50)).

PERSONAL DATA

38. By entering the Competition, you consent to the Organiser's collection, use, disclosure and processing of your personal information (including, but not limited to, your full legal name, date of birth, country of residence, phone number and email address) ("**Data**") expressly agree to the Organiser's Data Policy set out at the end of these Terms. You also acknowledge and agree to Temasek's Privacy Statement which may be found at <https://www.temasek.com.sg/en/site-services/cookies.html>.
39. If you do not provide your Data as requested, your entry into the Competition will be invalid and you will not be able to participate in the Competition.

ORGANISER'S DATA POLICY

This data policy describes how the Organiser will deal with your Data.

Retention of Data

1. The Organiser:
 - a. will not retain the Data longer than is necessary for the fulfilment of the purpose for which the Data was provided; and
 - b. will take such steps as are reasonably practical to protect the Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction.

Use of Data

2. The Organiser:
 - a. may use the Data and/or transfer the Data to their appointed vendors to use, (i) to conduct the Competition, and (ii) to invite you to attend Ecosperity events and/or related or similar events;
 - b. will not use the Data for any purpose other than those specified above.

Access to Data

3. You may at any time write in to:
 - a. request access to a copy of your Data;
 - b. request correction of your Data; and/or
 - c. withdraw your consent to your Data being used for particular purposes.

Contacting the Organiser

4. You must submit any request under paragraph 3 or 4 above, or any complaint relating to your Data to ecosperity@temasek.com.sg.

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