

**SHOOT FOR SUSTAINABILITY COMPETITION
TERMS AND CONDITIONS OF ENTRY**

THIS COMPETITION IS ORGANISED BY TEMASEK CAPITAL MANAGEMENT PTE. LTD. (“TEMASEK”) IN PARTNERSHIP WITH NGC NETWORK ASIA, LLC (TOGETHER THE “PROMOTERS”).

1. By submitting an entry to the skill-based “Shoot for Sustainability” 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 Promoters 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 Promoters reserve the right, 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 Promoters amend 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 <https://www.ecosperity.sg/shootforsustainability> (“**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 Promoters 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 Promoters’ sole discretion.
5. A “**Participant**” means a person aged 18 or above on their date of entry to the Competition who is a citizen of and resides in any of the following territories: Singapore, Malaysia, Thailand, Vietnam, Laos, Indonesia, the Philippines, Myanmar, India, Brunei and Cambodia 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 Promoters and any related companies, sponsors and/or advertising agencies, as well as their immediate families, may not enter the Competition.
9. This Competition is solely skill based. Chance plays no part in determining the winners. All entries will be judged individually on their merits by a panel of judges comprised of representatives of the

Promoters and such other judges as may be appointed by the Promoters (that panel of judges collectively the “**Judges**”), as set out in Paragraph 15 below.

The Competition

10. The Competition is open for entry from 01 April 2019 00:00 hours (Singapore Time) to 30 April 2019 23:59 hours (Singapore Time) (“**Competition Period**”). The Competition Period is subject to change at the absolute discretion of the Promoters.
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. Take one or more photographs that reflects the phrase “Our Clean Earth” (each, an “**Image**”, collectively, “**Images**”). Each Image must be an original photograph taken in one of the territories listed in (5) above. For the avoidance of doubt, any artwork and illustrations will not be accepted.
 - b. Participant must upload the Images via their personal Instagram account and, in doing so, Participants must ensure that they:
 - add a caption to each Image using a minimum of 30 words as to why that Image reflects the phrase “Our Clean Earth”;
 - add the following hashtags to the Images: #natgeoasia, #ourcleanearth and #ecosperity.
 - Ensure that their Instagram account is set to “public”; and
 - “follow” and tag: @temasekseen and @natgeoasia.
13. Participants acknowledge and agree that to be eligible for the Contest the Images must comply with the following conditions:
 - a. the Images must be wholly the original work of the Participant, and must not infringe the intellectual property rights of any third party;
 - b. the Images must not have previously won or be submitted for any professional awards/prizes and/or be used previously in any marketing and advertising campaigns; and
 - c. no digital manipulation of the Images are permitted except for colour correction and filters.
14. After the end of the Competition Period, the Promoters will shortlist a number of Images and contact the Participants who submitted those Images to request certain further information about those Images. Each such Participant must provide such information within 48 hours of receiving such request. If such information is not received within the required 48 hours, the relevant Image will not be eligible for a prize.
15. The Judges will select the following from the shortlisted Images in respect of which the further information referred to in Paragraph 14 above has been provided:
 - a. one (1) grand prize winner (“**Grand Prize Winner**”);
 - b. one (1) 1st runner up prize winner (“**1st Runner Up**”); and
 - c. one (1) 2nd runner up prize winner (“**2nd Runner Up**”).
16. The shortlisting referred to in Paragraph 14 above and the selection referred to in Paragraph 15 above will be based on the originality, technical excellence, composition, overall impact, artistic/creative merit and subject matter relevance of the Images.

Announcement of Winners

17. The Grand Prize Winner, 1st Runner Up and 2nd Runner Up (collectively, the “**Winners**”) will be notified individually by private message (“**PM**”) via Instagram. The Winners will be required to acknowledge receipt of the PM by providing such information as may be requested by the Promoters (including but not limited to, full name and address of the Winners, IC/passport number) to the Promoters within two days of such notification, failing which his/her Prize will be forfeited automatically and the Promoters shall be free to deal with the Prize in any manner they see fit.
18. Upon confirmation of receipt of the Prize, the Winners’ names and their Images may be displayed on the Instagram account of NatGeoAsia, Facebook page of NatGeoAsia, Temasek’s conferences (including the Ecosperity 2019 conference scheduled to be held in Singapore in June 2019) or exhibitions and the official social media website(s) of Temasek and Ecosperity.

Prizes

19. The Grand Prize Winner will be entitled to the following (“**Grand Prize**”):
 - a. the Grand Prize Winner’s winning Image will be featured and credited on the Instagram account of NatGeoAsia, Facebook page of NatGeoAsia, Temasek’s conferences or exhibitions and Temasek’s official website(s);
 - b. the Grand Prize Winner will be entitled to experience the Best of Borneo on a 12-day trip with National Geographic Journeys with G Adventures (further details available at <https://www.nationalgeographic.com/expeditions/destinations/asia/journeys/borneo-wildlife-tours-tabin-reserve/>, including details of what is included in that journey (hotels, internal air, certain specified meals, certain specified activities and transportation to and from those activities, etc) and what is not included in that journey and must be paid for by the Grand Prize Winner (optional activities, airfare to and from the journey, transfers to and from the journey, pre/post journey accommodation, certain excluded meals, single room supplement (“My Own Room” or “My Own Tent”), insurance, and all incidentals, meals, gratuities, taxes, fees, levies, and transportation not expressly included in the itinerary, etc)) (“**Journey**”);
 - c. the Grand Prize Winner will also receive return flights from the Grand Prize Winner’s place of residence to Borneo to join the Journey (subject to a cap of USD2,000); and
 - d. the Grand Prize Winner may, at the Promoters’ discretion, also receive certain accommodation, meals, transport and/or daily allowance relating to, but not included in, the Journey.
20. Further details regarding the Grand Prize will be notified by the Promoters.
21. By accepting the Grand Prize, the Grand Prize Winner acknowledges and agrees that:
 - a. the Grand Prize must be utilised in full during the period 1 July 2019 to 30 June 2020 and/or on such specific dates as may be determined by the Promoters, otherwise the Grand Prize will be forfeited (unless otherwise approved by the operator of the Journey (“**G Adventures**”));
 - b. the Grand Prize Winner is solely responsible for ensuring they have the necessary travel documents (including passport and any necessary visas) to enable them to join the Journey, at the Grand Prize Winner’s cost;
 - c. the Grand Prize Winner is also responsible for getting themselves on time to the arranged meeting point for the Journey, reading the booking terms and conditions for the Journey <http://natgeojourneys.com/terms>, and is required to arrange medical and travel insurance, and vaccinations at their own cost;

- d. the Grand Prize Winner is required to capture up to ten (10) original photographs (“**Post-Contest Photos**”) during his/her travels on the Journey. The Post-Contest Photos must comply with such guidelines as may be notified by the Promoters prior to the Grand Prize Winner embarking on the Journey;
 - e. Prize: i) is subject to availability, ii) is valid on new bookings only, iii) may not be combined with any other offer or discount, iv) has no cash value, v) is not transferable to another person, vi) is not eligible for “Lifetime Deposit” nor “Guaranteed Departure,” and vii) cannot be exchanged by the Winner. Winner must contact NGC Network Asia, LLC (“**NGC**”) directly by phone and/or email to book their prize tour no later than 1 December 2019, and NGC must agree to the chosen departure dates and the prize may be substituted for a prize of comparable value by NGC in its sole discretion.
 - f. the Grand Prize Winner must post the Post-Contest Photos to his/her Instagram account with the following hashtags: #ecosperity, #ourcleaneearth, #natgeoasia and #temasekseen on or before the last day of the Journey;
 - g. the departure date of the Journey is subject to approval by G Adventure, and is subject to there being a minimum of four paying travellers booked on that departure; and
 - h. if there is no availability on the Journey on departure dates suitable for the Grand Prize Winner, the Promoters, and G Adventure, the Grand Prize Winner will be entitled to join one of G Adventure’s other journeys of the same or similar value (such other journey subject to G Adventure’s approval).
22. The 1st Runner Up will receive an Olympus E-M1 Mark II 12-40mm kit, valued at approximately US\$2,770.
23. The 2nd Runner Up will receive an Olympus E-M5 Mark II 14-150mm kit, valued at approximately US\$1,400.
- (the Grand Prize and the two runner-up prizes jointly the “**Prizes**”).
24. The Promoters reserve the right in their sole and absolute discretion to deal with any unclaimed Prizes in any manner.
25. Each Winner shall, if required by the Promoters, 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 Prizes. If requested by the Promoters, the Winners shall be required to sign a prize claim form in order to redeem his/her Prize.

Promoters’ Decisions

26. The Promoters’ decisions 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 Promoters’ decisions.

Publicity

27. 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 Promoters and/or any party authorised by the Promoters;

- b. if applicable, grant the Promoters and any party authorised by the Promoters an irrevocable, worldwide, perpetual, royalty-free right and licence to use the Images, the Post-Contest Photos 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 Promoters 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 Promoters or any party authorised by the Promoters; and
 - e. acknowledge and agree that they may be contacted by the Promoters to participate in advertising campaigns relating to the Promoters, 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.
28. By participating in the Competition, the Participants and the Winners also warrant that:
- a. (original) their Image is original and the Participant/Winner is the owner of all rights in the Image, including but not limited to copyright;
 - b. (no infringement) nothing in the Image 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 Promoters can use, broadcast, transmit and otherwise exploit the Image 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 Image and its use by the Promoters and that neither the Image nor the reproduction of it by the Promoters will infringe any rights of any third party.

Personal Data

29. By entering the Competition, you consent to the Promoters’ collection, use, disclosure and processing of your Data (as defined below) and expressly agree to the Promoters’ 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>.

Miscellaneous

30. The Promoters reserve the right to modify your Images and captions as necessary, including but not limited to resizing, cropping or colour adjustment as necessary, while maintaining the integrity of your Images and captions as originally created.
31. The Prizes are subject to variation at the discretion of the Promoters, and any change will be final and binding upon every Participant in the Competition.
32. The Prizes will be given to the Winners as set out in the Terms. The Winners must accept their Prizes in that form. The Prizes are 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

Promoters. The Grand Prize cannot be sold or bartered. There is no refund if the Grand Prize is only partially used. The Promoters may at their sole and absolute discretion withdraw and/or substitute the Prizes 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 Prizes.

33. 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 Promoters' sole discretion.
34. The Promoters 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 Promoters 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.
35. In all cases, the Promoters will not be held liable for the Prizes if they do not reach the Winners for reasons beyond the Promoters' control.
36. The Prizes are subject to:
 - a. any rules and regulations pertaining to the claiming of the Prizes in the country where the Winners are resident; and
 - b. the terms and conditions of any third party supplier of the Prizes.
37. The Winners may be liable for any expenses not specified on the description of the Prizes.
38. To the maximum extent permitted by applicable law, each and every Participant agrees to indemnify and keep indemnified, and hold harmless, the Promoters 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.
39. Each Participant, by entering the Competition, expressly releases the Promoters 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 Promoters have no control, and acknowledges that the Promoters accept no responsibility for any claims, actions or demands arising out of or in connection with such elements of the Prizes.
40. The Promoters 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.
41. 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 Promoters which corrupts or affects the administration security, fairness, integrity or proper conduct of the Competition, the Promoters 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 Promoters being liable to said party in any way.

42. In the event of any dispute arising or relating to the Competition, the Participant and the Promoters agree to use best endeavours to resolve the dispute promptly and amicably, by good faith negotiation.

General

43. 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 Promoters 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 Promoters' 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.
44. 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.
45. 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)).

PROMOTERS' DATA POLICY

Your entry into the Competition may require you to provide certain personal information (including, but not limited to, your full legal name, date of birth, country of residence, phone number and email address) ("**Data**"). 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.

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

Retention of Data

1. The Promoters:
 - a. will not retain the Data longer than is necessary for the fulfilment of the purpose for which the Data was provided;
 - 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; and
 - c. may store and/or transfer the Data outside the country in which you reside or in which the Data was collected.

Use of Data

2. The Promoters:
 - 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.
- 4. If you reside in the Philippines, you may also at any time request access to:
 - a. the manner by which your Data was processed;
 - b. the names and addresses of recipients of your Data;
 - c. the reasons for the disclosure of your Data to those recipients; and/or
 - d. the date when your Data was last accessed and modified.

Contacting the Promoters

- 5. You must submit any request under paragraph 3 or 4 above, or any complaint relating to your Data to shoot4sus@fox.com.