

Terms and Conditions - Modern Aging Film Contest 2017

The terms of this release ("Agreement"), which constitutes an agreement between you, ACCESS, and NUS, are as follows:

1. Acceptance

You have indicated that you wish to submit to the Modern Aging film contest run by ACCESS Health International Southeast Asia Ltd ("ACCESS") and NUS, acting through NUS Enterprise, ("NUS") (hereinafter jointly referred to as "Modern Aging") a film, ideas, proposals, plans, treatments or other material, as summarized in detail in the files attached to this submission (the "Material"). By entering your contact details, and checking "I have read and agree to the terms and conditions" you confirm that you have read and fully understand this release, and you accept the terms of this release as set out herein.

2. Entrance Criteria

The Modern Aging Film Contest (the "Contest") is open to people aged 16 and over, who have the Singaporean nationality, or have a status as permanent resident (PR), up to, and beyond 31 December 2017.

3. Start and Deadline

The Contest commences at on 1 April 2017 and closes at 11.59pm on 30 September December 2017. Entries received after that date and time will not be considered. Modern Aging reserve the right in their absolute discretion to extend the closing date for a reasonable period of time where an insufficient number of the entries received have satisfied the entry and judging criteria.

4. Submission of The Materials

To enter the Contest, you must complete in full the online entry form at www.modernaging.sg, answer the questions in that form and submit a video ("your Entry"). The video must not exceed 10 minutes in length. It can be filmed in a style of your choosing and can be supplied in the file formats: avi or mp4. In submitting your Entry, you must follow the instructions of the Modern Aging team.

5. Limitation of entries

Only one Entry is permitted per person.

Entries on behalf of another person will not be accepted and joint submissions are not allowed. Entries must be made by the authorized account holder of the email address submitted.

6. Receipt

We take no responsibility for Entries that are lost, delayed, misdirected or incomplete or cannot be delivered or entered for any technical or other reason. Proof of delivery of the entry is not proof of receipt.

7. Expenditures

You are responsible for the expenditures (if any) of creating your Entry and sending it to us, as well as all other costs associated with participation in the Contest.

8. Intellectual Property

You own the copyright to your Entry as its author. If another person has filmed your Entry, you warrant that you have received an assignment of all associated copyright to that Entry from that person. Modern Aging may ask to see evidence of that assignment at any time.

Your Entry must only feature you and, or, if appropriate, other people aged 16 and over with their express, permission.

Your Entry must be your own work, must not be copied, must not contain any third-party materials and/or content (including background music) that you do not have permission to use, must not promote your own or third party goods or services or include any trade marks (other than those belonging to Modern Aging), and must not show inappropriate or dangerous behavior, or otherwise be obscene, defamatory, distasteful, offensive, or in breach of any applicable legislation or regulations, or in breach of any confidentiality obligations owed by you to third parties. If Modern Aging has reason to believe your Entry is not your own work, if a person objects to the inclusion of a video in which they are featured being included in the Contest, or if your Entry otherwise breaches this paragraph, then Modern Aging may not consider it and may disqualify it.

9. Rights of Use

By submitting your Entry to the Contest, you give Modern Aging:

- a) permission for your Entry to be published on the Modern Aging websites ("the Modern Aging") including video channels such as YouTube and Vimeo, and grant Modern Aging a non-exclusive, royalty-free, worldwide license to use and publish your Entry in electronic format (including on the Modern Aging website) and hard copy (including Modern Aging publications), both as a full video and as screen shots, for purposes connected with the Contest, and to adapt the Entry to enable such publication (including to shorten or edit it for such purposes), and you hereby irrevocably waive, for the benefit of Modern Aging, all moral rights in the Entry to which You are entitled, and;
- b) the right to use your name, photograph and town or city of residence for the sole purpose of identifying you as the author of your Entry and/or as a finalist or winner of the Contest.

10. Disqualification

Modern Aging has the right to disqualify your Entry if:

- a) you do not meet the entry criteria;
- b) you violate copyrights and/or personality rights;
- c) you cannot be contacted;
- d) you do not respond within five days of being contacted by Modern Aging in relation to your Entry;

- e) you are suspected of inappropriately influencing or manipulating, or
- f) your actions or inaction can, directly or indirectly, cause damage or distress to the branding of Modern Aging.

In the event of disqualification, Modern Aging may select a new longlisted entry, winner in accordance with the selection processes below.

11. Selection and Final Event

A panel of judges from Modern Aging, will choose maximum five longlisted entries from all the valid Entries. Modern Aging will notify the longlisted entrants within one week of that date and request verification of their eligibility to enter the Contest.

12. Public Vote and Judging

All shortlisted Entries will be posted on the Modern Aging Facebook Site as part of the judging process. Members of the public may vote for their favorite shortlisted Entry. Members of the public will only be allowed to vote once. The finalists will be the three Entries that have obtained the most independent votes. If two or more Entries receive the same number of votes and tie for first, second, or third place, all such Entries will become finalists.

A panel of judges, will assess the Entries of the finalists by December 2017 and select the winner using the criteria set out below.

When choosing the winner amongst the Entries that have obtained the most independent votes the judges will be looking for entries that clearly communicate the theme, that deliver with verve and passion, and that leave us wanting to find out more.

The judges' decision is final and no correspondence will be entered into.

Modern Aging reserves the right to discount votes if there is a suspicion of fraudulent bulk voting or multiple voting is or has taken place to inappropriately influence or manipulate the voting procedures.

13. Attendance to Final Event

A final event will be held on 2 December 2017 in Singapore. All finalists will be invited to attend. Finalists will be given more details about the final event nearer the time, but at that event the finalists can be required to give a short presentation to the judges on the ideas behind their video. The overall winner will be announced at the final event. The other finalists shall be the runners-up. If a finalist is unable to attend the final event they can send a representative.

14 Prize and Recognition

One winner will win a cash prize of SGD 1,000. All other finalists up will be mentioned as runners up and will be recognized for their work. The winner will need to sign a prize accepting

agreement before he or she is entitled to receive the cash prize. The prize will be transferred to the winner's bank account.

15. Notification of winner

The winner will be notified by Modern Aging at the final event. If a winner rejects their prize, then the winner's prize will be forfeited and Modern Aging shall be entitled (but will not be obliged) to select another winner.

16. Payment of Prize

The winner's prize will be paid within 14 days after signing the prize acceptance agreement. The agreement will be sent to the winner within one week after the final event.

17. Promotional activity

The winner and runners up may be required for promotional activity and shall participate in such activity on Modern Aging's reasonable request. The winner and runners up consent to the use by Modern Aging, both before and after the closing date of the Contest for an unlimited time, of their voice, image, photograph and name for publicity purposes (in any medium, including still photographs and films, and on the internet, including any websites hosted by Modern Aging and their related companies) and in advertising, marketing or promotional material without additional compensation or prior notice and in entering the Contest, all entrants consent to the same.

18. Use of personal information

You agree that you shall at all times, comply with the Personal Data Protection Act 2012 (No. 26 of 2012) and any other applicable data protection laws and regulations ("Data Protection Laws"), and shall not do or omit to do any act which may cause Modern Aging to be in breach of their obligations under the Data Protection Laws.

Modern Aging may pass your details to third parties and/or otherwise engage third party providers in connection with this Contest where the third party is acting on Modern Aging's behalf for the purposes of administering this Contest and/or any subsequent publicity, and/or for the purposes of sending you Modern Aging marketing materials; and/or as otherwise required by law.

19 Liability

Modern Aging accepts no responsibility for any damage, loss, liabilities, injury or disappointment incurred or suffered by you as a result of entering the Contest or accepting any prize. Modern Aging further disclaim liability for any injury or damage to You or any other person's computer relating to or resulting from participation in or downloading any materials in connection with the Contest.

20. Entire Agreement

This Agreement sets forth the entire agreement and understanding between you and Modern

Aging as to the subject matter hereof, and supersedes any and all prior or contemporaneous agreements, understandings or undertakings in such respect. Any variation to this Agreement will be valid only if in writing and signed by you, ACCESS and NUS. No waiver by any party of any breach of any term of this Agreement by another party shall prevent the subsequent enforcement of that term or be deemed a waiver of any subsequent breach. A waiver by a party shall be valid only if made in writing and signed by the party making such waiver.

You acknowledge that you are executing this Agreement voluntarily, without coercion or undue influence from any source, and do so with complete understanding of all of its terms and effects, and every portion thereof. You agree that no obligation of any kind is assumed or may be implied against Modern Aging by reason of Modern Aging's consideration of your entry or any discussions or negotiations Modern Aging and you may have with respect thereto, except as expressly agreed in writing between you and Modern Aging.

21 Dispute Resolution

Any dispute, controversy or claim arising out of or in connection with this Agreement or your submission of your entry, including without limitation any claim that Modern Aging has used any part of your entry in violation of the terms hereof ("Dispute"), shall be governed by the laws of Singapore. You agree that you shall notify Modern Aging in writing in the event of such a Dispute, not later than six (6) months after the date on which you first learned (or reasonably should have been aware) of the facts giving rise to such Dispute. You further agree that your rights and remedies, if any, shall be limited to money damages, and without limitation of the foregoing, you expressly agree that you shall not seek to enjoin, injunct or restrain the production, exhibition, distribution, licensing, advertising, and/or promotion of any of Modern Aging's programming, promotional or marketing plans, and/or any of the subsidiary rights in connection therewith.

22. Indemnification

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless Modern Aging, its related and associated entities, their affiliates and subsidiaries, and each of their respective directors, officers and employees, from and against any claim, loss, damage, costs, obligation, liability, or expense (including attorneys' fees and including third party claims) that may be asserted against them in connection with the Material, or any use thereof, including without limitation those arising from any breach or alleged breach of this Agreement, including the warranties and representations herein.

23. General provisions

Modern Aging reserve the right at any time and from time to time to modify or discontinue, temporarily or permanently, this Contest with or without prior notice due to reasons outside their control (including, without limitation, in the case of anticipated, suspected or actual fraud). The decision of Modern Aging in all matters under its control is final and binding.

Any complaints regarding the Contest should be sent to info@modernaging.org.

The Contest and these terms and conditions will be governed by the laws of Singapore and shall be subject to the exclusive jurisdiction of the courts of Singapore.

Should any provision or part of any provision of this Agreement be void, invalid or unenforceable for any reason, such provision or part thereof shall be deemed omitted, and this Agreement with such provision or part thereof omitted shall remain in full force and effect. This Agreement shall at all times be construed so as to carry out the purposes stated herein.

As used in this Agreement, the terms "you" and "your" refers to and binds the undersigned. As used in this Agreement, the terms "Modern Aging" and "we" refer to and inures to the benefit of ACCESS and NUS.
