GRANT-A-WISH VIA LIVE SALE FOR #AIABETTERLIVESFUND TERMS & CONDITIONS



The "Grant-A-Wish via Live Sale for #AIABetterLivesFund" will hereafter be referred to as the "Event".

Overview

- 1. This Event is organised by AIA Singapore Private Limited (UEN: 201106386R) ("AIA Singapore") to raise funds through the AIA Better Lives Fund. The Event will be an online live sale of items donated by AIA Singapore ("Items").
- 2. Started in 2021, and administered by the Community Chest, the AIA Better Lives Fund is aimed at supporting disadvantaged children, youths and their families live Healthier, Longer, Better Lives. Funds raised through the AIA Better Lives Fund will help create greater access and opportunities for education, growth and development of its beneficiaries.
- The beneficiaries of this Event are Children's Wishing Well and VIVA Foundation for Children with Cancer (each, a "Charity", together the "Charities"). 100% of total proceeds raised from the Event will go to the Charities. Each Charity will receive 50% of the total proceeds.
- 4. AIA Singapore is a company with limited liability duly incorporated and existing under the laws of Singapore with its registered office at 1 Robinson Road, #13-00, AIA Tower, Singapore 048542. No commercial fund-raiser has been engaged in soliciting the donation for the Event. All costs and expenses arising from the organisation of this Event, including NoonTalk Media Pte. Ltd's ("NoonTalk") renumeration, are borne by AIA Singapore. AIA Singapore will not be remunerated for organising this Event.
- 5. All donations raised from this Event are to be made directly via the "Donate Now!" link ("**Donation Link**") on comchest.gov.sg/aia-better-lives. The donations will go directly to the Community Chest and will be disbursed by the Community Chest to the Charities after the Event.
- 6. The Event shall be governed by the terms and conditions set out herein ("**T&Cs**") and by such terms as AIA Singapore shall impose from time to time. Your participation in the Event signifies your agreement to be bound by the foregoing terms and conditions in their entirety, and the prevailing terms and conditions of use of the social media platform(s) on which the Event is taking place, all of which may be amended from time to time.

Event Details and Eligibility

- 7. The Event will take place online on NoonTalk's Facebook Page (https://www.facebook.com/noontalk) and be hosted by NoonTalk. There are no registration fees payable by the Participants of the Event.
- 8. The Event will begin on 12 May 2022, 20:00 (SGT) and end on 21:00 (SGT) ("Event Period").
- 9. Employees and agents of AIA Singapore are eligible to participate in this event. Subject to the limitation set out in Paragraph 10 below, any person attending the Event on NoonTalk's Facebook Page shall hereinafter be referred to as a "Participant".
- 10. This Event is open only to Singapore citizens and permanent residents residing in Singapore, aged 18 and above. Applicable phone, Internet, postal or any other charges may apply, and the Participants shall be responsible for such costs and expenses.
- 11. To donate for an Item in the Event, the Participant:
 - (a) must provide the Item's code and the amount (in Singapore dollars) which he/she is willing to donate for the Item in the following format: <Item code> <donation amount> (e.g. GW1 \$50) in the comment section of the Event's live stream on NoonTalk's Facebook Page within the timeframe provided by NoonTalk during the Event; and
 - (b) must email NoonTalk (at the email address provided by NoonTalk during the Event) with the following email subject: "It's ME! Send me the link to donate for <Item code>!" ("Donation Email") within 15 minutes of the Participant being announced as the successful donor for the Item in the comment section of the Event's live stream on NoonTalk's Facebook Page ("Announcement") to acknowledge and confirm that the Participant is

- willing to donate the highest amount stated in his/her comments for the Item ("Donation") prior to the Announcement; and
- (c) must make (i) the Donation for the Item via the link provided in NoonTalk's email reply to the Donation Email ("Donation Acknowledgment Email"), (ii) include the reference number (as provided in the Donation Acknowledgment Email) in the "Campaign Name" field (on Personal Details section) when making the Donation, and (iii) reply within the time stipulated in the Donation Acknowledgment Email with a screenshot of the successful donation and Participant's full name, mailing address and mobile number.
- 12. Participants are allowed to leave multiple comments for multiple items but are not allowed to edit or delete their comments. For avoidance of doubt, if a Participant leaves multiple comments for an item, the Participant would have to donate the highest amount stated in his/her comments for the item.
- 13. NoonTalk will, at its sole discretion, select 1 comment with the highest donation amount from the comments that comply with Paragraph 11 above for each Item and select the Participant who made that comment as the successful donor for such Item and make the Announcement.
- 14. If no Donation Email is received from the relevant Participant within 15 minutes of the Announcement, the Item will be deemed to have been forfeited and be put up again for donation(s). AIA Singapore reserves the right to deal with all Items unclaimed within the time stipulated in the Donation Acknowledgment Email, in any manner deemed fit.
- 15. NoonTalk Media will arrange for the Items to be sent via courier to Participants who have successfully donated for the Items by 10 June 2022.

Data Privacy

- 16. All Participants who are named in the Announcement will be required to furnish their personal information to NoonTalk for identification purposes, for administering this Event and to comply with regulatory requirements (as necessary). By furnishing their personal data, selected Participants agree that such data may be accessed, stored or otherwise processed in any medium or format determined by NoonTalk, and may be transmitted across jurisdictional borders for storage and processing by NoonTalk, its affiliated entities or its service providers. All Participants by furnishing their personal data agree that NoonTalk may share their personal data with AIA Singapore, its affiliated companies and service providers for the purposes stated above.
- 17. All personal data of Participants collected by AIA Singapore in relation to this Event will be subject to the AIA Personal Data Policy (Singapore) which is available on AIA Singapore's website.

General

- 18. AlA Singapore shall have the sole discretion and right to disqualify any Participant, and reserves the right to reject or delete any comment in relation to any Item.
- 19. THIS EVENT IS VOID WHERE PROHIBITED BY APPLICABLE LAWS. Each Participant is solely responsible for ensuring that participating in the Event is not illegal or prohibited by the laws or regulations of any country relevant or applicable to such Participant. To the extent permitted by law, the right to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Event are hereby excluded and any participant expressly waives any and all such rights. Certain restrictions may apply.
- 20. AIA Singapore reserves the right in its sole and absolute discretion to withdraw Items or terminate this Event at any time without having to give any person any notice or reason.
- 21. AlA Singapore's decision on all matters relating to the Event (including the interpretation of these T&Cs) will be at its absolute discretion and will be final and binding on all persons and no appeals will be entertained. In the event of any inconsistency between these T&Cs with any other form of publicity collaterals relating to the Event, these T&Cs shall prevail.

- 22. Items are non-transferable and non-exchangeable. AIA Singapore is not obliged to replace any damaged, lost or defaced Items. All Items will be sent to Participants on an "as is" basis, and all warranties, express or implied, are disclaimed. AIA Singapore does not guarantee nor bear liability regarding the quality, performance, technical specifications, conditions or safety of the Items. Value of the Items may vary; AIA Singapore reserves the right to replace any Item with items of similar value without prior notice. All applicable taxes, fees and surcharges and/or foreign duties on Items are the sole responsibility of the Participants.
- 23. AIA Singapore reserves the right to verify the validity and originality of any comment and/or the identity of the Participant (including a Participant's email address), and the right to remove any comments or block any users using profanity, racial slurs, foul language or comments that may be deemed as an attack on AIA Singapore or the Event. By participating in this Event, each Participant warrants that he/she will not post any messages or comments that are obscene, vulgar, sexually-oriented, hateful, threatening, or otherwise in violation of any laws.
- 24. AIA Singapore reserves the right to disqualify an otherwise eligible person from participating in the Event or receiving any items given under the Event if AIA Singapore in its absolute discretion believes that such person may have contravened, will contravene or has contravened any of these T&Cs and/or may bring AIA Singapore into disrepute. In the event such Item has already been awarded to such a person, the Item must be returned to AIA Singapore at such person's cost and expense. Participants are deemed to have accepted and agreed to be bound by these T&Cs upon participating in this Event. AIA Singapore reserves the right to refuse to award any Items from this Event to anyone in breach of these T&Cs.
- 25. If for any reason the Event is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of AIA Singapore that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Event, AIA Singapore reserves the right, at its sole discretion, to disqualify any Participant(s) who tamper with the process, and/or to cancel, terminate, modify, or suspend the Event.
- 26. The trademark, logo, graphic symbols of AIA Singapore and its affiliates are the intellectual property of AIA Company Limited. Any trademarks, graphic symbols, logos or intellectual property contained in any materials used in connection with this Event, in particular those relating to the Items, are the property of their respective owners.
- 27. By participating in the Event, each Participant represents and warrants that all materials, documents, information and forms submitted or created by him/her in connection with the Event do not infringe on the rights of any party, including but not limited to intellectual property rights relating to any patent, trademark or brand name registered or enforceable anywhere in the world. Such participant shall indemnify AIA Singapore and its affiliates against any claims, liability, damages, costs and expenses incurred by AIA Singapore and its affiliates arising out of or in connection with any such infringement (including legal costs on a solicitor-client basis), and shall at the request of AIA Singapore, defend any action brought against AIA Singapore and its affiliates for any such claim for liability and/or damages.
- 28. By participating in the Event, the participants agree to release, discharge, and hold harmless AIA Singapore and its partners, affiliates, subsidiaries, advertising agencies, agents and their employees, officers, directors, and representatives from any claims, losses, and damages arising out of their participation in this Event or any Event-related activities or for (i) any printing or typographical errors in any materials or communication associated with the Event (ii) any technical malfunction and/or problem with the Items and (iii) any use of the Items.
- 29. Acceptance of any Item shall constitute a release and discharge of AIA Singapore by each Participant from any and all liability, claims, demands, causes of action, and/or damages which the Participant may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the Event, (ii) property damage, theft or loss suffered by the Participant as a result of the use and/or enjoyment of the Item, and/or (iii) any tax liabilities in relation to the Event, Item and/or use or enjoyment of the same. AIA Singapore makes no representation or warranty on the merchantability or fitness for purpose of the Item.
- 30. AIA Singapore assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in the transmission; communications line failure; or alteration of comments. AIA Singapore is not responsible for any problems with or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, human errors of any kind, or any combination thereof, including any injury or damage to participants' or any other persons' computers related to or resulting from participation, uploading or downloading of any materials related to in this Event.

- 31. Each Participant grants the social media platform(s) on which the Event is taking place a complete release from any liability and exempts AIA Singapore from any liability arising from any act, omission, or default in connection with the use and operation of the operating platforms of such social media platform(s) over which AIA Singapore has no control. This Event is in no way sponsored, endorsed or administered by, or associated with the social media platform(s) on which the Event is taking place.
- 32. By participating in the Event, each Participant agrees if he/she donates for an Item, that AIA Singapore may use his/her name, likeness, and/or voice in any publicity or advertising relating to the Event or future promotions without compensation or approval (except where prohibited by law).
- 33. If any provision of these T&Cs is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in these T&Cs without invalidating any of the remaining provisions of these T&Cs.
- 34. No failure or delay by AIA Singapore in exercising any right or remedy provided by law under or pursuant to these T&Cs shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude our exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy. AIA Singapore's rights and remedies under or pursuant to these T&Cs are cumulative, may be exercised as often as we consider appropriate and are in addition to AIA Singapore's rights and remedies under general law.
- 35. These T&Cs and the relationship between you and AIA Singapore shall be governed by, and interpreted in accordance with, the laws of Singapore. In respect of any legal action or proceedings arising out of or in connection with these T&Cs, you shall irrevocably submit to the jurisdiction of the courts of Singapore. That submission shall not affect the right of AIA Singapore to institute proceedings in any other jurisdiction.
- 36. AIA Singapore may, at any time, in its sole discretion and without prior notice or liability to any Participant, vary, modify and/or amend these T&Cs. Please review these T&Cs periodically for changes and updates. To determine when these T&Cs were last revised, please refer to the "Last Revision Date" stated at the end of these T&Cs.

Last Revision Date: 11 May 2022