

## Sustainability Quiz Contest

### Terms & Conditions

1. The contest described in this document ("Contest") is organized and promoted by Lend Lease Retail Investments 3 Pte Ltd of 6 Shenton Way, #23-08, OUE Downtown II, Singapore 068809 ("Jem"), a subsidiary of Lend Lease Corporation Ltd (ABN 32 00 226226) ("Lend Lease").
2. By participating in the Contest, participants agree to be bound by the terms and conditions of the Contest ("Terms") which at the date of publication are set out below. Jem reserves the right to change the Terms (including the dates of the Contest and the prizes or their value) at its sole discretion without notice.
3. Except as other specified in these Terms, Jem's decision on all matters relating to the Contest is final, conclusive and binding on all participants and no correspondence will be entertained.

### The Contest

4. Jem has organized an online website contest "**Sustainability Quiz**" where three questions will be posted on the 1<sup>st</sup> of the month. The quiz will be held bi-monthly starting from February 2015. Participants should provide the answer to the question asked in the relevant quiz by Jem by the cut-off time of the quiz.
5. Each participant shall send his entry via the website (<http://www.jem.sg/sustainability/quiz.php>) to the relevant on-going quiz.
6. Each participant is required to provide the full name as per NRIC, NRIC Number, email address and contact number to be eligible for the quiz.
7. The official time is Singapore local time. Any entry posted after the cut-off time will not be considered.
8. A maximum of one (1) entry per person is allowed per quiz. Where a participant submits two (2) or more entries, the last submissions will be accepted and the rest of the entries will be void.
9. Three (3) best entries, that correctly answered the question, will be selected by Jem for each quiz. There will be a total of 3 (three) winners for quiz. Each winner will receive a \$20 Jem gift voucher and a goodie bag.
10. Participant can only win once during the quiz.
11. All winners will be determined by Management of Jem (whose decision shall be final) by the given deadline after the closing of the quiz on the 7<sup>th</sup> day of the month, and notified within a reasonable time via email and/ or phone.
12. All winners will be contacted via **Email and/or phone** within 7 days from the closing date of the quiz.
13. Prize(s) must be claimed by the Winner in person, with an original and a photocopy of personal photo identification (NRIC/ FIN/Passport), from the L3 Concierge desk, no later than seven (7) days from the date of email notification sent. Prizes are not redeemable for cash, credit or otherwise. Refunds and/or exchanges will not be entertained. Management reserves the rights to award any, or all, of the prizes to substitute winners of the quiz if the original winner fails to collect the prize after the collection period as stated.

14. To the extent permitted by law, by participating in the Contest each participants releases Lend Lease, its subsidiaries, agents and assigns from, and indemnifies the same against, any liability for loss, cost, expense or damage to person or property suffered or incurred arising out of, or in connection with, the Contest, or the collection or use of any prize.
15. Participants warrant and agree that their Entry Content (in whole or in part):
  - a. have not been published previously;
  - b. do not and will not infringe any third party rights (including intellectual property rights or rights of privacy, publicity or confidentiality);
  - c. are not unlawful, fraudulent, defamatory, obscene, profane, derogatory, pornographic, sexually inappropriate, politically incorrect, violent, abusive, insulting, scandalous, inflammatory, harassing, threatening, racist, ageist, sexist, objectionable with respect to religion, origin or gender, not suitable for children under 15, or otherwise unsuitable for publication or objectionable; will not contain viruses or cause injury or harm to any person or entity.
16. Jem reserves the right to verify the validity of all entries and reserves the right to disqualify any entrant:
  - a. who tampers with the submission or voting process;
  - b. who submits an entry that is not in accordance with these terms and conditions;
  - c. who has, in the opinion of Jem, engaged in any unlawful or other improper conduct which jeopardises, or may jeopardise, the fair and proper conduct of the competition; and/or
  - d. who has engaged in conduct in entering the competition which is unlawful, fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the competition and/or Jem.
17. Jem reserves the right to disqualify an entrant or the winner if the Jem becomes aware that the entrant or winner and/or the winner's entry is of a type described in this section or is otherwise not in accordance with these terms and conditions. Jem's legal rights to recover damages or other compensation from such disqualified persons are reserved.

### **Eligibility to Enter**

18. Participation in the Contest is open to all citizens and residents of Singapore above sixteen (16) years of age as of the time of quiz published except:
  - a. employees of Lend Lease, its subsidiaries, public relations, advertising agencies, participating business partners and tenants of Jem; and
  - b. immediate families of such employees. Immediate family members include spouses, children, parents, parents-in-law and siblings.
19. Acceptance of a prize constitutes permission for Lend Lease to use the winner's name and/or likeness for advertising purposes without further notice or compensation, unless prohibited by law.

### **Personal Information**

20. Jem reserves the right to disqualify any entry submitted by a participant with a fictitious or phantom Facebook profile.
21. Lend Lease may:
  - a. disqualify any entry containing false or incomplete information; and
  - b. disclose participants personal information to the relevant authorities and publish the names of winners as required by law.
22. Personal information you provide in registering to participate in the Contest, or otherwise deal with Jem, may be collected and used for several purposes including, but not limited to, analytical purposes, sending you occasional updates for special promotions,

announcements & important updates from Jem (through any mode from time to time, which shall include without limitation mailers, emails and SMSes), to the extent permitted or required by law or regulation. We will not disclose your personal information to third parties except to affiliated companies and our service providers for related purposes, or as required by law.

## **Governing Law**

23. The Terms are governed by the laws of Singapore and participants agree to submit to the exclusive jurisdiction of the courts of Singapore.

## **Rights of Third Parties**

24. Except for Lend Lease, its subsidiaries, agents and assigns, these Terms are not intended to confer any rights on any third party under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce these Terms.
25. To the maximum extent permitted by applicable law, Jem reserves the right, in its sole discretion, to revise the rules of the Contest, or revise or cancel the Contest at any time, or to modify, terminate, or suspend the Contest should unauthorized human intervention or other causes beyond Jem's control corrupt or impair the administration, security, and fairness of the entries. Jem is not responsible for any human or other error that may occur in the processing of the entries, nor responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alternation of, entries nor for any technical, network, telephone, computer, hardware or software, malfunctions of any kind, or inaccurate transmission of, or failure to receive any TERMS AND CONDITIONS / entry information on account of technical problems or traffic congestion on the internet or any web site(s).
26. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. Any information provided in connection with the Contest will be to Lend Lease and not to Facebook.
27. In the event of any dispute, all decisions made by The Management of Jem will be final and no correspondence will be entertained thereafter.

## **Technical Requirements**

28. Jem shall not be held liable or responsible for any delay and/or failure in the receipt of entry due to the inability of the respective Internet Service Provider [ISP] company and/or telecommunication network to provide timely and/or efficient internet and/or telecommunication services.
29. Participants also agree that the Jem is not responsible nor liable for any delay, injury or damage to the participant's and/or any third party's computer, computer system or apparatus relating to or resulting from the access to, participation in this Contest, including the playing, downloading of any materials or information from the Lucky Jem No 888 Facebook Contest and in connection with this Contest, submission/uploading of the information/time score for this Contest, including without limitation any server failure, lost, delayed or corrupted data or other malfunction.
30. Jem is also not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction, unauthorized access to, or alteration of, user or member communications, or any problems or technical malfunction of any telecommunication network or lines, computer online systems, servers or providers, computer equipment, software, failure of e-mail on account of technical problems or traffic congestion on the Internet and/or telecommunication networks.

31. Jem reserves the right to modify, suspend or cancel this Contest in the event that it becomes incapable of running as planned, technically interfered or corrupted, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Jem, despite the best efforts of Jem.