

# Terms and Conditions

## Eligibility

1. By participating in this Smile is His Best Asset (the “**Promotion**”), participants shall be deemed to have accepted and agree to be bound by these terms and conditions, the prize(s) will be provided in accordance with and subject to these terms and conditions.
2. This promotion is open to all Singapore residents over 18 years of age except directors, officers and employees (and the immediate families of such persons) of the Promoter, its agencies and companies associated with this Promotion.
3. Entries must comply with these conditions to be valid.

## Promotion Period

4. The Promotion commences on 12 pm, Monday, 8<sup>th</sup> June, 2015, and closes on 12pm, Sunday, 21<sup>st</sup> June, 2015] (“**Promotional Period**”). Promotional Period may be extended at the Promoter’s sole discretion.

## How to Participate

5. **Step 1:** Post a photo of their father in his best smile (with or without follower themselves) on Instagram  
**Step 2:** Caption why you should win Oral-B Power Brush for your dad!  
**Step 3:** Hashtag #Oralbsg AND #powerofdadsg  
**Step 4:** Ensure that your Instagram account is set to “Public”
6. There is no limit on the number of entries per Participant. Instagram posts/videos/pictures featuring brands unaffiliated with Oral-B will be disqualified. Each entry becomes the property of the Promoter upon receipt.
7. Each entry must:
  - (a) not include any content that is false, untrue and/or inaccurate;
  - (b) be entirely the original work of the Participant submitting the entry;
  - (c) not contain, promote, incite or instruct any dangerous conduct, or commission of any crime or acts of violence;
  - (d) not contain any inappropriate, defamatory, discriminatory, demeaning, offensive, obscene, indecent, sexually explicit or blasphemous material
  - (e) not contain the personal information of any person other than that of the Participant submitting the entry;
  - (f) not contain any material or content, including but not limited to images, words, music, lyrics, recordings *etc.* which may breach the intellectual property rights of any third party;
  - (g) comply with the Instagram terms of use
  - (h) not breach any relevant laws.

## **Prizes**

8. The prize(s) for this Promotion are:  
3 Grand Prize Winners- Oral-B Professional Care 3000 for their dads.
9. Each Participant shall only be entitled to one prize. Winner(s) may claim prize(s) conditional upon the following:
  - (a) Winner(s) shall forfeit any components of the prize(s) that remain unclaimed, for any reason, within the time period stipulated by the Promoter in its sole discretion.
  - (b) Winner(s) consent(s) to the Promoter using their name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media globally and in perpetuity without remuneration for the purpose of promoting this Promotion (including any outcome thereof), and promoting any products manufactured, distributed and/or supplied by the Promoter. Winner(s) acknowledge(s) and agree(s) that the Promoter has the right to edit, adapt, modify, reproduce, promote, and otherwise use the promotional materials created, including videos and photographs, to produce public relations materials, magazine printed ads, editorials, marketing tools and other printed matters, including materials for the Promoter's website and/or website of any of its affiliates. Winner(s) shall not have any claim nor be entitled to, any payment for the use, publishing or broadcasting the promotional and/or public relations materials created. Furthermore all rights, title and interest in and to the abovementioned promotional and/or public relations materials, including all intellectual property rights and moral rights thereto, shall be the property of the Promoter.
  - (c) Winner(s) further agree(s), at the Promoter's request, to execute and any all documents to give effect to the terms and conditions, including but not limited to documents in relation to the claim and receipt of prize(s), consents, authorisations, releases, waivers or indemnities for participation in prize components, and intellectual property rights and moral rights.
10. The prize winner(s) will be shortlisted] on 24<sup>th</sup> June, 2015 at Churp Churp Pte Ltd. The winner(s) will be notified via Churp Churp Pte Ltd on 26<sup>th</sup> June, 2015. Prizes not claimed by 10<sup>th</sup> July,2015 may be withdrawn at the Promoter's discretion.
11. The Promoter and/or its agency may require the prize winner(s) to provide proof of identity, proof of age and/or proof of residency as a condition for claim of prize(s). Identification considered suitable for verification is at the sole discretion of the Promoter and/or its agency. The prize(s) will be awarded only to the winner(s) and not to proxies or representatives of the winner(s).
12. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise stated.
13. Prize(s) may be issued up to 14 days from the notification of the winner(s). The Promoter shall not be liable for any damage to, or delay in delivery or transit of, the prize(s).
14. The Promoter, in its sole discretion, reserves the right to substitute the prize (or that part of the prize) with a prize of equal or greater value and/or specification, subject to written directions from any regulatory authority.

## **Others**

15. The Promoter is not responsible for:
  - (a) late, lost, incomplete, misdirected, incorrectly submitted, delayed or illegible entries, claims or correspondence due to error, omission, tampering, theft, destruction or otherwise;
  - (b) receipt of incorrect, inaccurate or incomplete information whether provided by a Participant or otherwise; or

- (c) any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any damage to property or injury to related to or resulting from participation or sending or receiving of any communication or materials for this Promotion.
16. The Promoter reserves the right to, in its sole discretion:
- (d) disqualify any entry that the Promoter has any reason to believe does not comply with the terms and conditions;
  - (e) verify the validity of all entries and Participants (including identity, age and place of residence) as it deems necessary;
  - (f) disqualify any Participant and all of the Participant's entries for tampering or interfering with or disrupting the Promotion, entry process and/or breaching the terms and conditions; and/or
  - (g) cancel the prize(s) or otherwise cease to provide any benefit of the prize(s) if the winner(s) is/are, in the opinion of the Promoter, under the influence of alcohol or any other drug, behave(s) in an aggressive, offensive, uncontrollable, unruly or disorderly manner, engages or attempts to engage in illegal conduct, behave(s) in a manner which may tarnish or diminish the goodwill, name and/or reputation of the Promoter, its brands and/or products concerned, its agencies and companies associated with this Promotion, or behave(s) in a manner which is otherwise inappropriate.
- The Promoter's rights (including but not limited to recovery of damages or other compensation) in relation to any misconduct of the Participants are expressly reserved to the fullest extent.
17. This is a contest of skill and chance plays no part in determining the winner. All valid entries received during the Promotional Period will be judged by the Promoter on their merits in accordance with the following judging criteria:
- (a) The quality of their entry
  - (b) The creativeness of the entry
  - (c) The originality of the entry
18. Participants:
- (a) warrant that each entry submitted is an original work and that they own the copyright in the entry; and
  - (b) grant the Promoter a free, non-exclusive, irrevocable licence to reproduce, publish, communicate and or otherwise use entry, or any part of it, in any manner and in any format, without attribution, including but not limited to the purposes of uploading and publicly displaying the entries and for the purposes of promoting this Promotion, the Promoter, and/or any products manufactured, distributed and/or supplied by the Promoter, in any media.
19. The Promoter and/or its agency may refuse to allow a winner to use or take part in any or all aspects of a prize if the Promoter and/or its agency reasonably determines in its sole discretion that the winner is not in the mental or physical condition necessary to be able to safely do so.
20. Taxes, if any, as well as any other costs and expenses associated with prize acceptance and/or use not specified in these terms and conditions as being provided by the Promoter are the sole responsibility of the winner(s). If required by law, the Promoter and/or its agency reserves the right to withhold and remit to the appropriate tax authorities the amount of any tax or taxes due on the prize. The winner(s) should seek independent financial advice about any tax implications that may arise from the prize winning.
21. Except for any liability which cannot be excluded by law, directors, officers and employees of the Promoter, its agencies and companies associated with this Promotion are not liable for any loss or

damage whatsoever which is suffered, including but not limited to indirect or consequential loss, or for personal injury suffered or sustained in relation to participation in this Promotion or during the course of accepting and/or using any prize.

22. The Promoter's decision on all matters is final and no correspondence will be entered into. The Promoter reserves right to change, amend, add or delete any or all of the terms and conditions, and to offer alternative prizes, at any time and without any prior notice.
23. If for any reason this Promotion is not capable of running as planned, the Promoter reserves the right in its sole discretion, (subject to any written direction given by relevant regulatory authorities), to cancel, terminate, modify or suspend the Promotion or invalidate any affected entries.
24. The Promoter does not adopt or endorse, or accept any liability for, any statements or claims that are made by any person, or content that is posted on its website / Facebook/ Instagram page.
25. By providing the Promoter and/or its agency with their personal information, the Participants consent to the collection, use and/or disclosure of their personal information for the purposes of conducting this promotion, including but not limited to, selecting, notifying and publicizing the details and/or personal information of winners pursuant to the terms and conditions. This information may be used for the Promoter's future marketing and promotional activities. The Promoter reserve the right to appoint third parties to conduct this promotion or our future marketing and promotional activities. The Participant agrees that the Promoter may provide all necessary information to such third parties to facilitate such service. The Promoter will not use or divulge the Participant's personal information other than for the purposes and to the parties set out above and/or where the Participants have given us written permission to do so, unless The Promoter are otherwise required to do so by law. The Participant's hereby declare that all information provided by the Participant is true, accurate and complete. Any inaccurate, incomplete or false information given or any omission of information required, may at the Promoter and/or its agency's discretion, render the Participant entry invalid and the Promoter and/or its agency may refuse to accept the entry. The Participant is responsible for informing the Promoter and/or its agency if there is any change in any of the details that the Participant has provided to the Promoter and/or its agency. The Participant agrees to indemnify and absolve the Promoter and/or its agency of any liability arising out of any use and/or disclosure by us of any inaccurate or incomplete information due to the Participant's failure to update the Promoter and/or its agency promptly of any changes to the Participant's personal information.

Trust is a cornerstone of our corporate mission. The Promoter is committed to maintaining the Participant's trust by protecting personal information the Promoter collect about the Participant. Further details of P&G's privacy practices may be found at [www.pg.com/privacy/english/privacy\\_notice.html](http://www.pg.com/privacy/english/privacy_notice.html).

26. The Promotion is conducted in Singapore only and is governed by the laws of Singapore.
27. The Promoter is Procter & Gamble Singapore Pte Ltd, 11 North Buona Vista Drive, The Metropolis Tower 2, #21-07 Singapore 138589, which (where the context permits such as in relation to assignments, licences, consents, authorisations, releases, waivers or indemnities by / from Participants), also includes each of the affiliates in the Procter & Gamble group throughout the world and their respective successors in title, assignees, licensees or authorised parties.