

Terms and Conditions

1. Organiser. Tamron Photo Contest (Apr 2023 Instagram contest) is organised by CLES Distribution Pte Ltd.

2. Agreement to Terms. By posting a comment, each participant agrees to be bounded by these Terms and Conditions. All rules and regulations and instructions issued by CLES Distribution Pte Ltd from time to time will be deemed incorporated in these Terms and Conditions. CLES Distribution Pte Ltd reserves the right to amend the Terms and Conditions of the Contest, at any time, without prior notice.

3. Eligibility:

- a) The Contest is open to Tamron Photo Kaki members and members of the public in Singapore.
- b) CLES Distribution staffs, permanent or temporary, are not qualified to participate in the Contest.
- c) No purchase of any product or service is required.

4. How to Join:

a) Participants have to:

1. Register and submit a maximum of not more than 7 photo entries based on the given theme – [#WildlifewithTamron](#) via [Instagram](#)

- **Open Category (Open to all camera / lens users of different Brand)**
- **Wild Life photos taken in year 2022 - 2023**

2. Upload it on Instagram & Facebook with the hashtag **#WildlifewithTamron** and **indicate the brand and type of camera lens used.**

3. Follow us on IG [@tamron_singapore](#), FB [@tamronDistributorSG](#), FB [@tamronphotokaki](#) and ensure that your social media account is set to public in the event if we need to reach out

b) Submissions that are found to be duplicates of an individual's and/or another person's submission will be disqualified at the discretion of CLES Distribution Pte Ltd.

c) The Campaign will run from [5 Apr 2023](#) to [31 May 2023](#) and the contest will be opened from the first day (1900hours) to the last day (2359hours) of the month May 2023.

d) All applications submitted after the specified date, or submitted through any other means other than as specified above, will not be eligible for the contest. Any correspondence on missing and/or delayed submissions shall not be entertained.

5. Contest and Prizes:

a) All submissions will be reviewed by a panel of judges.

b) Winners with submission will be contacted by the organising team via Tamron Singapore Instagram private message. The participant is required to respond and acknowledge by the stated time in the private message. If the selected participant does not respond in time as stated in the message, CLES Distribution Pte Ltd reserves the right to forfeit the prize. Winners will walk away with

Grand prize: Tamron 70-300mm F/4.5-6.3 Di III RXD (E-mount / Z-mount)| worth \$1183

2nd prize: Fotopro E-7H Gimbal Head| worth \$756

3rd Prize: Marumi Magnetic Slim Basic Kit| worth \$386

Star Award (2 prizes): Fotopro X-Go Gecko E Tripod| worth \$172

c) An announcement on Tamron Singapore Instagram will be made on **Mid June 2023** stating that the participant has won, along with private message acknowledgement procedures of the prize, will be sent to the winner. The participant is required to respond by the stated time in the message.

d) The selected participant is required to acknowledge the message upon contact. If the selected participant does not respond in time as stated in the message, CLES Distribution Pte Ltd reserves the right to forfeit the prize.

e) All prizes are non-transferable and non-exchangeable for cash or other items and may be subject to availability. CLES Distribution Pte Ltd reserves the right to replace any prize with items of similar value without prior notice.

f) CLES Distribution Pte Ltd reserves the right to disqualify any winning participant who does not meet these Terms and Conditions. These include participants who submitted invalid or incorrect information.

g) In the event that any winning participant is disqualified, CLES Distribution Pte Ltd may, at its own discretion, select another winner.

h) CLES Distribution Pte Ltd reserves the right to alter or terminate the contest at its own discretion.

6. Use of Personal Information:

By submitting this form, you confirm that:

- a) The information provided is true and correct,
- b) By participating in this contest, you consent to CLES Distribution Pte Ltd's collection, use and disclosure of my personal data for the purposes of managing and/or responding to this contest, and any purposes reasonably related to this form and for other applicable purposes as set out in CLES Distribution Pte Ltd's Privacy Policy, as amended from time to time, which outlines how CLES Distribution Pte Ltd manages my personal data in accordance with the Personal Data Protection Act 2012; and
- c) Where Personal Data of any third party is provided by me, I have obtained the consent of the third party to CLES Distribution Pte Ltd's collection, use and/or disclosure of those Personal Data.
- d) You are solely responsible for your information, and CLES Distribution Pte Ltd acts as a passive conduit for your online distribution and publication of your information.
- e) With respect to your information: your information (or any materials contained therein): (i) shall not be false, inaccurate, or misleading; (ii) shall not be fraudulent, inaccurate, incorrect, or untrue; (iii) shall not infringe any third party's copyright, patent, trademark, trade secret, or other proprietary rights or rights of publicity or privacy; (iv) shall not violate any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination, or false advertising); (v) shall not be defamatory, libellous, offensive, unlawfully threatening, or unlawfully harassing; (vi) shall not be obscene or contain child pornography or anything adult in nature or harmful to minors; (vii) shall not contain any viruses, Trojan horses, worms, time bombs, cancellous, or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, or personal information; (viii) shall not create liability for CLES Distribution Pte Ltd or cause CLES Distribution Pte Ltd to lose (in whole or in part) the services of CLES Distribution Pte Ltd's ISPs or other suppliers; (ix) shall not contain materials that are religious and political. Furthermore, you may not submit any of your information on the CLES Distribution Pte Ltd Website, (the "Site") or CLES Distribution Pte Ltd's Instagram Page that could cause CLES Distribution Pte Ltd to violate any applicable law, statute, ordinance, or regulation.
- f) You hereby grant CLES Distribution Pte Ltd a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, sub-licensable (through multiple tiers) right to use and to exercise the copyright and publicity rights you have in your information, in any media now known or not currently known, with respect to your information.

g) You shall not assume a false identity or the identity of some other member or transmit libelous, harassing, vulgar, or otherwise objectionable messages; or post materials subject to copyright or other intellectual property rights claimed by any third party.

7. Coverage:

a) Each participant agrees to take part in any and all marketing, promotional, publicity exercises with respect to the Contest; agrees for CLES Distribution Pte Ltd to use his/her name, voice, photograph, likeness or other personal identifiable information in any media for the promotion and publicity of this Contest and/or CLES Distribution Pte Ltd products; and grants to CLES Distribution Pte Ltd all consents and waivers necessary hereunder, including in respect of any promotional photographs and/or audio/ video recordings taken in respect of the Contest.

b) Each participant agrees that CLES Distribution Pte Ltd shall be at liberty to publish, promote, copy, reproduce, transmit, display, edit, adapt, modify, create derivative works of and/or otherwise distribute or use his/her particulars (including any publicly available Instagram or Instagram profile photo and details) and/or the submissions (or any part thereof): (i) in connection with the Contest and/or CLES Distribution Pte Ltd products; (ii) for the promotion and publicity of CLES Distribution Pte Ltd events and/or CLES Distribution Pte Ltd products; (iii) in any manner, format or media whether now known or hereinafter created, and in any part of the world, including without limitation on online platforms such as Instagram, Instagram, Twitter, and YouTube; (iv) at CLES Distribution Pte Ltd 's sole direction; and (v) royalty-free and without any obligation of attribution or consent.

c) For the avoidance of doubt, CLES Distribution Pte Ltd expressly reserves the right to adapt, edit and/or modify each submission to include any logo, branding, name, mark, product image in respect of any submissions or such derivative work thereof, for any promotional or marketing purposes of CLES Distribution Pte Ltd branding and/or products.

8. Liabilities:

a) CLES Distribution Pte Ltd, its employees, subsidiaries, affiliates, associates, and related corporations make no warranty and hereby disclaim all and any warranty, express or implied (to the extent permitted by law) (i) in respect of the use, security, accuracy, reliability, timeliness, non-infringement, satisfactory quality; (ii) in respect of harm arising from downloading or accessing any information or material through the "Site" or Tamron Singapore's Instagram Page, including without limitation, harm caused by viruses or similar contamination or destructive features,

whether or not known; (iii) that the content and any functions associated therewith will be uninterrupted or error-free or that the "Site" or Tamron Singapore's Instagram Page and its server will be free of all viruses and/or other harmful elements.

b) CLES Distribution Pte Ltd is not responsible for any safe custody, return, non-delivery, late, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure encountered during the avatar creation process on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to the participant's or any other person's computer or mobile telephone related to or resulting from your participation in the Contest

c) CLES Distribution Pte Ltd cannot accept any responsibility for any damage, loss, injury, or disappointment suffered by any participant for their involvement in the Contest and/or accepting any prize(s).

d) By participating in the Contest and/or accepting the prize(s), each participant agrees that no claim relating to such losses or injuries (including special, indirect, and consequential losses) shall be asserted against CLES Distribution Pte Ltd, its affiliates, directors, officers, employees, or partners from any and all losses, damages, rights, claims, and actions of any kind resulting in relation to the contest and/or acceptance of any prize(s), including without limitation, personal injuries, death, and property damage.

e) Except where expressly provided herein, each participant shall bear his/her own costs and expenses incurred and/or arising from his/her participation in the Contest, and no reimbursement may be sought from CLES Distribution Pte Ltd.

f) Each participant shall not, without the prior written approval of CLES Distribution Pte Ltd, speak to the press or any other media, or give any interviews or comments relating to the Contest and/or CLES Distribution Pte Ltd

g) You agree to defend and hold CLES Distribution Pte Ltd, its affiliates, and related corporations from and against all claims, losses, damages, costs and expenses, including legal fees on an indemnity basis, arising out of your use of the "Site" or Tamron Singapore's Instagram Page or any breach of these Terms and Conditions. In addition, CLES Distribution Pte Ltd may use whatever Information that is available about you to stop any such breach or any unlawful or inappropriate use of the Contest, including informing any third-party CLES Distribution Pte Ltd deems appropriate of such breach or use and/or disclosing Your Information to such third-party.

9. Severability. If any of these Terms and Conditions is held to be invalid or unenforceable, such term shall be struck out and the remaining terms shall be enforced. Any failure to act by CLES

Distribution Pte Ltd with respect to any breach by you or others of any of the provisions of these Terms and Conditions does not waive CLES Distribution Pte Ltd's right to act with respect to subsequent or similar breaches.

10. Notice:

a) The decision of CLES Distribution Pte Ltd on all matters pertaining to the Contest (including any dispute arising from interpretation of these Terms and Conditions) shall be final and binding on all parties. No correspondence or further claims shall be entertained.

b) You hereby agree and acknowledge: (i) that all electronic communications made pursuant to the use of the Username and/or participation in the Contest shall be given legal effect, validity, and enforceability and shall have, between the parties thereto, comparable evidential value to that accorded to a signed written document; (ii) not to contest the legally binding nature, validity, or enforceability of any transaction on the Email on the ground that it was entered into electronically.

11. Governing Laws. These Terms and Conditions shall be governed and construed in accordance with the laws of Singapore, and you acknowledge and agree that by using any of the Services herein or the "Site" or Tamron Singapore's Instagram Page you irrevocably submit to the exclusive jurisdiction of the Courts of the Republic of Singapore.