

# #MyBigAppleMoment

## Instagram Photo Contest

### TERMS & CONDITIONS

1. Big Apple Donuts & Coffee reserves the right to cancel or amend the Contest and its 'Terms & Conditions' at any time without prior notice. Any change will be posted in Big Apple's official Facebook and Instagram pages.

### 2. Qualifying Entrants

- 2.1. The Contest is open only to citizens of Malaysia ("Participating Country") who are 18 years or older as at the date of participation. Participants below the age of 18 years old are required to seek parental or guardian consent. You warrant to indemnify Big Apple Donuts & Coffee against any and all claims in relation to your participation of this Contest and any breach of its Terms and Conditions contained herein. Big Apple Donuts & Coffee's rights are hereby expressly reserved.
- 2.2. Employees of Big Apple Donuts & Coffee and its affiliates, advertising and promotion agencies of Big Apple Donuts & Coffee together with their employees, and immediate family members and/or those living in the same household of each of the aforesaid persons are not eligible to participate in this Contest.
- 2.3. Big Apple Donuts & Coffee reserves the right to disqualify and/or exclude any entry from the Contest, for any reason, including but without limitation to, violation of any portion of these Terms & Conditions.

### 3. Contest Rules

- 3.1. Submit photos through Instagram starting 26<sup>th</sup> October 2018 at 10:00 to 29<sup>th</sup> November 2018 at 23:59 (GMT +8:00) ("Contest Period").
- 3.2. Each participant may submit multiple entries via their own Instagram account in the following steps:
  - 3.2.1. Step 1: Snap a photo of your Big Apple Donuts & Coffee moment with the brand's Box of 6 donuts;

- 3.2.2. Step 2: Follow @BigAppleDonutsCoffee Instagram account <https://www.instagram.com/bigappledonutscoffee> and Upload to your personal Instagram account;
- 3.2.3. Step 3: Add the following hashtags: #MyBigAppleMoment, #BigAppleDonuts, and tag @bigappledonutscoffee.
- 3.3. Winners will be chosen based on the overall most “LIKES” and the decision from Big Apple Donuts & Coffee will be final. Participants will be required to set their Instagram account to public.
- 3.4. There is no limit on the number of photos that you can upload to participate, but each photo must be unique and comply with the Terms & Conditions.
- 3.5. Photos containing watermarks (including photo credits) are not eligible.
- 3.6. By participating, Participants warrant that the photos submitted are original and have not been previously published, for which the participant owns all necessary rights thereof.
- 3.7. Where there are images or personal information of other individuals appearing in or associated with your entry and the Contest photo, you confirm that the individuals have consented and agreed to you providing the images and personal information to Big Apple Donuts & Coffee and that Big Apple Donuts & Coffee may use the images and personal information for the purpose of this Contest.
- 3.8. Any costumes, props or other materials used must be rented or borrowed with the permission of the owner, and all other relevant permissions must have been obtained.
- 3.9. Photo(s) that are modified with any image editing and/or tampered software or equivalent programs are not accepted. ONLY original and authentic photos will be judged.
- 3.10. Photos must not show any obscene or inappropriate images. The Organizer has the sole discretion to disqualify any such photos.
- 3.11. You shall hold Big Apple Donuts & Coffee and all of its officers, directors and employees free and harmless from any liability arising from claims or suits of third parties, including costs and expenses incidental thereto, in connection with the use of the Contest photo.

#### **4. Competition Entries**

- 4.1. By submitting the Contest entries, each participant thereby (a) specifically authorizes Big Apple Donuts & Coffee to use and/or license third parties to use, without compensation, gain or rewards, a non-exclusive and irrevocable license to use, republish, edit and/or modify the Contest photos in any media for marketing and promotional purposes which include but not limited to publication at Big Apple Donuts & Coffee’s store; (b) represents and warrants that all elements contained in the Contest entry (i) is original to the

participant or fully cleared for use as contemplated herein, (ii) does and will not, in any way, violate or breach any of the terms of any other agreement the participant may be a party to, (iii) does not contain libelous, tortuous, or the publication or sale of which will violate any federal or state statute or regulation, (iv) is not obscene or in any other manner unlawful, and (v) shall not require Big Apple Donuts & Coffee to pay or incur any sums to any person or entity as a result of Big Apple Donuts & Coffee's use or exploitation of the same. You shall also indemnify and hold harmless Big Apple Donuts & Coffee and its affiliates from and against any claim, action, damage, loss and costs and expenses (including legal fees and professional fees) arising from or in connection with any breach of the foregoing.

- 4.2. Winners shall agree to be contacted by Big Apple Donuts & Coffee or its authorized representatives to participate in public relations events tied to the Contest to generate press coverage of the Contest and the Big Apple Donuts & Coffee range of products. This may include, but not be limited to, quotes given for inclusion in press releases and press conferences, interviews, etc.
- 4.3. Big Apple Donuts & Coffee reserves the right to disqualify all entries that do not meet the rules and regulations of the Contest.
- 4.4. Unfair or unethical methods of participation may result in disqualification.
- 4.5. Big Apple Donuts & Coffee's decision for all Winners is final.

## **5. Prizes**

- 5.1. Prizes are non-transferable and non-exchangeable for cash and may be subject to availability. Big Apple Donuts & Coffee reserves the right to replace any prizes with items of similar value without prior notice.
- 5.2. Acceptance of any prize shall constitute consent on the Winner's part to allow the use of the Winner's name, image, voice and/or likeness by Big Apple Donuts & Coffee for editorial, advertising, promotional, marketing and/or other purposes without further compensation except where prohibited by law. Acceptance of any prize shall constitute a release and discharge of Big Apple Donuts & Coffee by each Winner from any and all liability, claims, demands, causes of action, and/or damages which the Winner may have, whether known or unknown at the present time, of any nature whatsoever, arising out of or relating to: (i) the Contest, (ii) personal injury and/or property damage, theft or loss suffered by the Winner as a result of the use and/or enjoyment of the prize, and/or (iii) any tax liabilities in relation to the Contest, prize and/or use or enjoyment of the same.
- 5.3. Results of all Winners will be announced by mid December 2018 via the Site and on @BigAppleDonutsCoffee Instagram page.

5.4. The candidate of the Grand Prize Winners will be contacted directly by Instagram direct from the participating “@BigAppleDonutsCoffee” Instagram account by end of November 2018, and will be required to submit the data of Photo Entry to Big Apple Donuts & Coffee by the date separately designated by Big Apple Donuts & Coffee. Failure of such submission within three working days shall lead to the waiver by such candidate to be the winning status. All Grand Prize Winners and Winners will be announced in mid of December, 2018 on SNS site of Big Apple Donuts & Coffee in Malaysia, and the Photo of such Grand Prize Winners & Winners will be shared via “@BigAppleDonutsCoffee” Instagram account, SNS site of Big Apple Donuts & Coffee in Malaysia and also on Big Apple Donuts & Coffee website.

5.5. Subject to the Terms & Conditions herein, the winners shall receive the corresponding below listed prize(s):

**1<sup>st</sup> Prize**

FUJI FILM INSTAX® SQUARE SQ10 + RM20 Voucher of Big Apple Donuts & Coffee x 1

**2<sup>nd</sup> Prize**

FUJI FILM INSTAX® SQUARE SQ6 + RM20 Voucher of Big Apple Donuts & Coffee x 1

**3<sup>rd</sup> Prize**

FUJI FILM INSTAX® MINI 9 + RM20 Voucher of Big Apple Donuts & Coffee x 1

**Consolation Prize**

RM20 Voucher of Big Apple Donuts & Coffee x 30

5.6. In the event that any Winner is disqualified from the Contest, Big Apple Donuts & Coffee, at its sole discretion, may decide whether a replacement Winner should be selected. In this event, any further Winner will be selected on the same criteria as set out in the Terms and Conditions. Big Apple Donuts & Coffee can repeat this process any number of times until it has selected a satisfactory Winner in accordance with these Terms and Conditions.

5.7. Where applicable, prizes not collected within 4 weeks from the date of notification for collection shall be disposed of at Big Apple Donuts & Coffee’s sole discretion. Big Apple Donuts & Coffee’s decision regarding the award of all prizes, and/or in every situation including any not covered in these Terms and Conditions, shall be final and binding on all participants in the Contest, and no queries, themes or appeals may be made or entertained regarding Big Apple Donuts & Coffee’s decision on the same. The receipt by any Winner of any prize under this Contest is conditional upon compliance with any and all applicable laws, rules and regulations.

## **6. Liabilities**

- 6.1. Big Apple Donuts & Coffee cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Contest or as a result of entering the Contest or accepting any prize. Big Apple Donuts & Coffee is not responsible for any safe custody, return, non-delivery or missing of entries, late, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any app, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Contest.
- 6.2. By entering the Contest or accepting the prizes, you agree that no claim relating to such losses or injuries (including special, indirect and consequential losses) shall be asserted against Big Apple Donuts & Coffee, its parent companies, affiliates, directors, officers, employees or agents from any and all losses, damages, rights, claims and actions of any kind resulting from the Contest and acceptance of any prize, including without limitation, personal injuries, death and property damage.
- 6.3. By submitting the Contest entries, you agree and warrant that you shall not submit any content (a) that is hateful, threatening, or pornographic; incites violence; or contains nudity or graphic or gratuitous violence; (b) that violates any law, statute ordinance or regulation (including, but not limited to, those governing export control, consumer protection, unfair competition, anti-discrimination or false advertising); that is, or may reasonably be considered to be, defamatory, libelous, hateful, racially or religiously biased or offensive, unlawfully threatening or unlawfully harassing to any individual, partnership or corporation; (c) on behalf of any merchant or manufacturer, or for which you were compensated or granted any consideration by any third party; (d) that includes any information that references other apps, addresses, email addresses, contact information or phone numbers; (e) or that contains any computer viruses, worms or other potentially damaging computer programs or files.

## **7. Use of Personal Information**

- 7.1. Information – All information, including personal information (“Information”) submitted or known to Big Apple Donuts & Coffee and/or its affiliates in connection with this Contest will only be used for the purposes set out in and treated in accordance with these Terms & Conditions.
- 7.2. Use of Information – By entering the Contest, you agree:
  - a. to the use of the Information, without compensation, for Big Apple Donuts & Coffee’s promotional and marketing purposes; and

- b. to the use of the Information, without compensation, for the purpose of administration in relation to the Contest.
  - c. Each individual participating in this Contest acknowledges that in respect of any Information from her/him pursuant to this Site:
  - d. She/he is authorized to disclose such Information; and
  - e. Such disclosure complies with any privacy legislation from any country, within the geographical scope of the Contest, and we have the right to use such Information as contemplated by this Site (including, without limitation, the disclosure of such Information to Big Apple Donuts & Coffee's external agencies or third parties).
- 7.3. Provision of Information to Third Parties - We will not sell or otherwise transfer the Information to unaffiliated third parties without your approval. If applicable, you will have the opportunity to indicate whether you would like to "opt in" and/or "opt out" to receiving promotional and/or marketing information about other products, services and offerings from us and/or any third parties.
- 7.4. Analysis of User Behaviour - We reserve the right to perform statistical analyses of user behaviour and characteristics in order to measure interest in and use of the various areas of the Site and to inform advertisers of such information as well as the number of users that have been exposed to or clicked on their advertising banners. We will provide only aggregated data from these analyses to third parties. We are not responsible for any actions or policies of any third parties who request personal information and you should check the applicable privacy policy of that party.
- 7.5. Cookies - You should be aware that information and data may be automatically collected through the use of "cookies". "Cookies" are small text files a site can use to recognise repeat users and allow us to observe behaviour and compile aggregate data in order to improve the Site and to target its advertising. Cookies do not attach to your system and do not damage your files. If you do not want information collected through the use of cookies, there is a simple procedure in most browsers that allows you to deny or accept the cookie feature.
- 7.6. Updating or Removing Information - You may notify us of any updates, amendments and corrections to previously collected Information by using the Feedback Form on the Site. Further, upon your request, we will use commercially reasonable efforts to delete your Information from our database. However, it may be impossible to delete your entry without some residual information because of backups and records of deletions.

## **8. Disclaimer**

- 8.1. Please be advised that all materials posted on the Site are subject to public downloading by third party viewers. Big Apple Donuts & Coffee has taken precautionary steps to deter users from downloading. However, should downloading persist, Big Apple Donuts & Coffee shall not be held accountable or liable for any damages caused.

## **9. Miscellaneous**

- 9.1. Big Apple Donuts & Coffee reserves the right, in its sole discretion, to terminate or suspend this Contest without any liability to you should there be unforeseeable events which in Big Apple Donuts & Coffee's absolute opinion may jeopardize the process of the Contest.
- 9.2. Big Apple Donuts & Coffee reserves the right to amend/change the Terms & Conditions and the prizes without any liability to the participants.
- 9.3. In the event of disputes regarding the Contest or the Terms & Conditions of the Contest, Big Apple Donuts & Coffee shall have the right to make the final decision.
- 9.4. These Terms & Conditions shall be governed by the laws of Malaysia, and all Participants shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of Malaysia.