

**TERMS AND CONDITIONS OF ENTRY
EVERYDAY GENIUS COMPETITION**

**THIS COMPETITION IS ORGANIZED JOINTLY BY NGC NETWORKS ASIA, LLC
(PROMOTER)**

1. By submitting an entry to the Everyday Genius skill-based competition (the **Competition**):
 - a. you acknowledge that you have read and understood these terms and conditions of entry (the **Terms**) which include information on how to enter, how the winner will be determined, the prizes, and how personal data will be collected, retained, used and shared;
 - b. you expressly agree to be bound by the Terms, including in particular those relating to the collection, retention, use and sharing of personal data; and
 - c. you confirm that you do not breach any law in your country of residence regarding the legality of entering the Competition.
2. The Promoter will not be responsible for any Participant entering the Competition unlawfully or otherwise in breach of local law. You are advised to check or seek advice on your local law before entering the Competition.
3. The Promoter reserves the right, in its sole and absolute discretion, to:
 - a. amend or vary any of the Terms at any time without prior notice and by entering the Competition you agree to any such amended Terms. If the Promoter amends or varies any Term relating to the collection, retention, use and/or sharing of personal data that has already been collected, such amendments and/or variations will be posted on the Competition website at www.everydaygenius.asia; and
 - b. terminate or disqualify any Participant's entry for the Competition or reclaim and/ disqualify any Prize(s) at any time if it is the sole opinion of the Promoter that there has been a breach of any of the Terms by such Participant (whether discovered during or after the end of the Competition).

Entry to the Competition

4. A "**Qualifying Entry**" means the successful submission of a completed entry by a Participant together with any other information requested. The completion and validity of the particulars of each entry shall be determined at the Promoter's sole discretion.
5. A "**Participant**" means any person who:
 - a. is a passport holder of, and resides in, one of the following countries,
Hong Kong, Brunei, Cambodia, East Timor, Indonesia, Laos, Malaysia, Myanmar, Philippines, Singapore, Thailand, Vietnam;
 - b. submits a Qualifying Entry during the Competition Period in accordance with these Terms and Conditions of Entry; and
 - c. if such person 18 years of age or under, they should seek parental consent or legal guardian consent and provide such documentary proof (in the form as may be provided by Promoter) upon request.

6. You may enter the Competition for yourself only once (though you can delete your entry and re-enter the Competition within the Competition Period if you wish).
7. Notwithstanding the above, where your entry in the Competition is prohibited or restricted by law or otherwise in your place of residence, it shall be completely void.
8. No purchase is necessary to enter the Competition. Employees and their immediate families of the Promoter and any related companies, sponsors and/or advertising agencies may not enter the Competition.
9. This Competition is solely skill based. Chance plays no part in determining winners. All entries will be judged individually on their merits, as set out in Paragraph 15 below.

The Competition

10. The Competition is open for entries from 17 March 2017 06:00 hours (HKT) to 7 May 2017 23.59:59 hours (HKT) (both dates inclusive) (the **Competition Period**). Dates are subject to change at the absolute discretion of the Promoter.
11. Any entry submitted after the close of the Competition Period shall be void.
12. To participate, each Participant must submit an idea or innovation via www.everydaygenius.asia (Website) that could solve a problem that are potentially world changing. Each submission must include the Participant's contact information including full legal name, contact phone number, email address, country of residence and date of birth. The Website will be the platform for participants to submit, vote and view the submissions. To submit an entry to the Competition, Participants will be required to complete the online form via the Website which may be the form of text, illustration, photos or videos.
13. The winner for the Category 1 Prize shall be selected by the Promoter's executives based on the most original and innovative entries submitted for this Competition. The winners for the Category 2 Prizes will be selected based on the highest number of votes submitted via the Website. Shortlisted Category Prize 2 winner's submissions will also be displayed on the Website.

Announcement of Winners

14. The winners will be notified via National Geographic's official Facebook page (www.facebook.com/ngcasia) and on the National Geographic channel on or about 26 May 2017. Each winner will also be notified separately by email or by phone on or about 26 May 2017 and will be required to acknowledge receipt of such email two (2) working days of such receipt. If the Winner fails to acknowledge receipt of such email within such 3 days, they will not be entitled to claim their Prize. The Promoter reserves the right in their sole and absolute discretion to deal with any unclaimed Prize(s) in any manner. The Winner must exercise their Prize personally.
15. The winner shall, if required by the Promoter:
 - a. attend any prize presentation and participate in any advertising, promotional and publicity activities relating to or in connection with the Competition; and/or
 - b. provide his/her original Identity Card / Passport for verification of proof of eligibility for receipt of the Prize

Prizes

16. One winner will be awarded the Prizes as listed in Category 1 below and three (3) winners will be awarded the Prize listed in Category 2 below (collectively the **Prize**):

Category 1:

- a. Two tickets to attend the “Exclusive Nat Geo Experience” (provisional title) organized and hosted by National Geographic in United States (**Event**) (the dates and venue of the Event to be confirmed by the Promoter and may be subject to change);
- b. Two round trip economy class tickets, inclusive of tax (one for the Winner and one for the winner’s companion) from an international airport selected by Promoter based on the Winner’s residential address to the Event venue (to be confirmed by Promoter) ;
- c. hotel accommodation (one room to be shared with the winner’s travel companion) , the location and level of which is to be decided at the sole discretion of the Promoter. The duration of stay at the hotel shall be determined by the Promoter upon confirmation of the duration of the Event.

Category 2:

- a. One annual subscription for the National Geographic magazine (print + digital editions)

Judges’ Decisions

17. The judges’ decisions as to any matter relating to the Competition, including but not limited to any entry eligibility, the winning entry(ies) and the winner(s), will be final and binding. No correspondence will be entered into about the Competition or the judges’ decisions.

Publicity

18. By participating in the Competition, the Participants:
 - a. agree to the use of their name and/or likeness, without compensation, by the Promoter and/or any party authorized by the Promoter; and
 - b. grant the Promoter and any party authorized by the Promoter an irrevocable, worldwide, perpetual, royalty-free right and licence to use any material submitted as a part of their entry into the Competition (the **Works**) in any manner, for any purpose the Promoter may see fit, in all forms of media now known or hereafter invented;
 - c. to the fullest extent permitted by law, waive any moral rights or similar rights they may have in the Works or any part thereof throughout the world; and
 - d. undertake not to object to any use of the Works by the Promoter or any party authorized by the Promoter.

Terms for Travel and Accommodation

19. For the winner of the Category 1 Prize, they will be required to submit at least 3 videos (between 60-90 seconds) and 30 photographs of his/her experiences at the Event.
20. The travel and accommodation elements of the Prize must be consumed together at the times and on the dates stipulated by the Promoter.
21. Where applicable, the winner of the Prize must ensure that they and their companion have valid travel documents during their travel and for six (6) months thereafter, and must

provide such identification and/or other documentation as the Promoter may request in order to enable the Promoter to book the flights and accommodation that form a part of the Prize.

22. Reservations for flights and hotels must be made prior to the usage of the Prize, which are subject to availability at the time of request for use.
23. No change in travel arrangements can be made once the booking is confirmed.
24. All government, federal, state and local taxes and duties levied in connection with the prize won, together with all customs and immigration fees, airport taxes, visa fees, insurance, gratuities, any fees imposed by any relevant governments and authorities, and other expenses of a personal nature are the sole responsibility of the winners.
25. Any rules and regulations pertaining to the claiming of the prize for each of the countries where the Participant is a resident apply.
26. All Participants are expected and deemed to understand and acknowledge the inherent risks and hazards present when traveling. The Promoter will not be liable for any illness, injury or death sustained whilst traveling.
27. If the Premiere is cancelled for any reason, or where the performance or prompt performance of the Promoter's contractual obligations is prevented due to force majeure, the Promoter shall in no event be liable nor pay any compensation of any kind. For the avoidance of doubt, if the round trip economy class ticket for two persons to Singapore and accommodation in Singapore for the duration of the Premiere, and/or round trip economy class ticket for two person to Singapore and one night hotel accommodation is cancelled due to event of force majeure, the Promoter shall in no event be liable nor pay any compensation of any kind. For the purposes of this section, "force majeure" means any event in which the Promoter and/or their agents could not, even with all due care, foresee or avoid. Such circumstances may include war, threat of war, civil strife, industrial dispute, flight cancellations, terrorist activity, natural or nuclear disaster, fire, sickness, quarantine, adverse weather conditions and all similar events outside the Promoter's control.
28. You should familiarize yourself, before departure, with the precautions recommended by your country's health authority or other health authorities for travel.

Personal Data

29. BY ENTERING THE COMPETITION, YOU EXPRESSLY AGREE TO:
 - a. ANY INFORMATION YOU PROVIDE, WHETHER AS A PART OF YOUR ENTRY OR OTHERWISE: (i) BEING RETAINED BY THE PROMOTER; (ii) BEING USED BY THE PROMOTER, THEIR AFFILIATES AND UNAFFILIATED THIRD PARTIES FOR PROMOTIONAL AND/OR MARKETING PURPOSES; AND (iii) BEING PROVIDED TO SUCH THIRD PARTIES AS THE PROMOTER MAY SEE FIT, FOR THEIR PROMOTIONAL, MARKETING, AND AUTHENTICATION AND VERIFICATION PURPOSES;
 - b. BEING SENT PROMOTIONAL AND/OR MARKETING MATERIAL AND/OR OFFERS VIA EMAIL, DIRECT MAIL OR TELEPHONE FROM THE PROMOTER, THEIR AFFILIATES AND UNAFFILIATED THIRD PARTIES; AND
 - c. THE PROMOTER AND ANYONE THE PROMOTER SHARE YOUR INFORMATION WITH RECEIVING, HANDLING, PROCESSING AND/OR USING

THAT INFORMATION OUTSIDE THE COUNTRY WHERE YOU RESIDE OR WHERE THE INFORMATION WAS COLLECTED.

Miscellaneous

30. The Prize is subject to variation at the discretion of the Promoter, and any change will be final and binding upon every Participant in the Competition.
31. The Prize will be given to the Winner as set out in the Terms. The Winner must accept their Prize in that form. The winner must attend the Premiere. The Prize is non-negotiable, non-transferable, non-refundable and not exchangeable for cash credit or kind, either in part or in full except at the sole and absolute discretion of the Promoter and is subject to the terms and conditions accompanying it. The Prize cannot be sold or bartered. There is no refund for a partially used Prize. The Promoter may at their sole and absolute discretion withdraw and/or substitute the Prize with any other item of similar value without notice and without furnishing any reason. The Winner is solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred in relation to the Prize.
32. All particulars submitted by each Participant shall be made in full and frank disclosure. Any misrepresentation may result in disqualification, forfeiture or withdrawal of any prize won in the Promoter's sole discretion.
33. The Promoter shall not be liable in any way for any failure or breach by any party in connection with the Competition, and/or the acceptance and/or use of the Prize, howsoever caused and accepts no responsibility for any loss suffered by a Participant arising from the Competition or the Prize. The Promoter makes no warranties, representations or guarantee either expressed or implied regarding any Prize including but not limited to any warranty of merchantability or fitness for a particular purpose.
34. In all cases the Promoter will not be held liable for the Prize if it does not reach the winner for reasons beyond its control.
35. The Prize is subject to:
 - a. any rules and regulations pertaining to the claiming of the Prize in the country where the Winner is a resident; and
 - b. the terms and conditions of any third party supplier of the Prize.
36. The Winner may be liable for any expenses not specified on the description of the Prize.
37. Each Participant shall indemnify the Promoter, their agents, employees, representatives, associates, affiliates, parent and subsidiary companies against any and all claim, losses, costs, damages, liability and expenses arising out of the Participant's breach of any of the Terms.
38. Each Participant, by entering the Competition, expressly releases the Promoter from any claim, action or demand arising out of or in connection with the Competition or the Prize, if any. In particular, each Participant acknowledges that elements of the Prize may be provided by third parties over whom the Promoter has no control, and acknowledge that the Promoter accepts no responsibility for any claims, actions or demands arising out of or in connection with such elements of the Prize.
39. The Promoter shall not assume any responsibility for incorrect or inaccurate capture of Participant's information. This will include but is not limited to technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or

transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof.

40. If, for any reason, the Competition is not capable of running as planned, including but not limited to the reasons of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupts or affects the administration security, fairness, integrity or proper conduct of the Competition, the Promoter reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition, all without question or need for communication to said party and without the Promoter being liable to said party in any way.
41. In the event of any dispute arising or relating to the Competition, FIC and TCF agree to use best endeavours to resolve the dispute promptly and amicably, by good-faith negotiation.

General

42. Any provision of the Terms that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. That does not affect the validity or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the Terms.
43. The law applicable to the Terms is the law of the Hong Kong Special Administrative Region (the **HKSAR**) and the courts of the HKSAR will have exclusive jurisdiction in case of any dispute arising out of or in relation to the Competition.

THE PROMOTER'S DATA POLICY

Your entry into the Competition requires you to provide certain personal information (including, but not limited to, your full legal name, email address, date of birth, country of residence, contact phone number) (**Data**). If you do not provide your Data, your entry into the Competition will be invalid and you will not be able to participate in the Competition.

This data policy describes how the Promoter will deal with your Data.

Retention of Data

1. The Promoter:
 - a. will not retain the Data longer than is necessary for the fulfillment of the purpose for which the Data was provided;
 - b. will take such steps as are reasonably practical to protect the Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction; and
 - c. may store and/or transfer the Data outside the country in which you reside or in which the Data was collected.

Use of Data

2. The Promoter:
 - a. may use the Data for purposes of the Competition. This may include displaying the Data on or through the internet;
 - b. may use the Data for such promotional, marketing, publicity, research, profiling, authentication and verification purposes as the Promoter see fit, including but not limited to the promotion of the Promoter's respective businesses, products and services;
 - c. will provide the Data for gain in monetary terms or other property, to such affiliates and unaffiliated third parties as the Promoter sees fit (including but not limited to agents, contractors, promoters, service providers, prize suppliers and as required by applicable law);
 - d. may authorize such affiliates and third parties to use the data for such promotional, marketing, publicity, research, profiling, authentication and verification purposes as such affiliates and third parties see fit, including but not limited to the promotion of their respective businesses, products and services; and
 - e. will not use the Data for any purpose other than those specified above.
3. In relation to 2(b) and 2(d) above, you consent to being sent promotional and/or marketing material and/or offers via email, sms, direct mail, telephone or otherwise from the Promoter, its affiliates and unaffiliated third parties.
4. You may within thirty (30) days after provisioning of the Data write in to the Promoter indicating your objection to the use of the Data for the purposes defined in this policy, failing which, you will be taken not to object to the Promoter's use of the Data for such purposes.

Access to Data

5. You may at any time write in to :

- a. request access to a copy of your Data;
- b. request correction of your Data; and/or
- c. withdraw your consent to your Data being used for particular purposes.

Contacting the Promoter

6. You must submit any request under (4) or (5) above, or any complaint relating to your Data to via private message via www.facebook.com/ngcasia.