

Institute of Singapore Chartered Accountants (ISCA)

ISCA Birthday Wishes Contest

Terms and Conditions

The contest will be open for submissions on **17 May 2022** and all submissions must be received by ISCA by **12.00pm on 17 June 2022** (deadline).

Please read these Terms and Conditions carefully before making a submission. By participating in the Contest, you agree to these Terms and Conditions and confirm that you are at least 18 years of age. Submissions from participants below 18 years of age are invalid.

Contest Requirements

1. ISCA is not liable for any transmission errors on Facebook, LinkedIn and/or Instagram, or any other electronic malfunction.
2. Participants may submit multiple entries and on more than one social media platform, limited to Facebook, Instagram and/or LinkedIn. However, participants may not add up the number of “likes” on their entries for the contest.
3. Participants must set the privacy setting of their post to “public”, tag @ISCA on Facebook, Instagram and/or LinkedIn and include the hashtag #happy59ISCA in their post.
4. The submission(s) must be an original work(s) and solely created and authored by the entrant(s). It must not infringe upon the copyright, trademark rights or any other intellectual property rights of any person or entity or give rise to any liability on ISCA to pay royalties or other compensation.
5. Submissions must not contain any immoral, offensive, religious, discriminatory, scandalous, tortious, obscene or pornographic material, threatening or defamatory statements about any person, company, organisation or entity, must not infringe the privacy or other rights of any person, company, organisation or entity, and must not in any other way violate any applicable laws and regulations or expose ISCA to any civil or criminal proceedings in any part of the world.
6. Submissions must not contain any viruses, Trojan horses, worms, bots, spyware, keystroke loggers, rootkits, backdoors or any other software or computer code that is intended or able to or does damage, interfere with and/or intercept or expropriate any system, data or information.
7. Information collected from all Entrant(s) is covered by ISCA's Privacy Policy at [ISCA Privacy and Data Protection Policy](#). You consent to ISCA collecting, using and disclosing all personal data that you submit to ISCA in the course of participating in this Contest in accordance with ISCA's Privacy Policy and these Terms and Conditions, for the purpose of administering this Contest.

You also consent to ISCA publicly announcing your name on its website and social media platforms, and for your submission to be part of the ISCA Birthday Compilation Video, should your submission be selected as a winner.

8. ISCA reserves the right to reject or disqualify any submission that does not meet the criteria in Paragraph 5, does not comply with these Terms and Conditions, or otherwise on any grounds as ISCA may in its sole discretion decide.

9. In the event that you breach Paragraphs 5, 6 and/or 7, you will at your own costs indemnify, keep harmless and defend ISCA from and against any and all losses, damages, claims, costs, expenses, demands and/or liabilities arising from such breach.

10. The contest is not open to employees of ISCA.

IP Ownership, Publicity and Promotion

11. All intellectual property rights subsisting in your submission shall vest in and be owned solely by ISCA. In consideration of ISCA accepting your participation in this Contest, you hereby assign to ISCA absolutely any and all rights you may have in your submission, whether now subsisting or arising in the future. To the extent that any intellectual property rights in your submission may vest in you despite the foregoing provision, you hereby agree to assign to ISCA such intellectual property rights absolutely. For the avoidance of doubt, ISCA as owner of the rights in your submission will have the right to reproduce, adapt, publish, upload, transmit, communicate, disseminate and otherwise deal with your submission and/or any part thereof, through any form or medium and for any purpose whatsoever. Without limiting the generality of the foregoing, your submission may be reproduced, adapted, modified, combined with other submissions, distributed and made available by ISCA for publicity and marketing purposes, in its full discretion.

12. You agree that you have the right to assign ISCA the intellectual property rights as contemplated in paragraph 10, and that ISCA shall have and shall enjoy quiet use and possession of such intellectual property rights.

13. You consent to ISCA, its principals, agents, representatives, successors and/or assigns using and disclosing your name, photographs and/or particulars with respect to your submission, in relation to ISCA and its associated programmes in any manner and in any media and formats in perpetuity throughout the world as ISCA deems fit, including for publicity and promotional purposes. The foregoing consent extends to the use and disclosure of all personal data included in your submission, including the personal data of other persons who may be featured in your submission, and you confirm that you are authorised to provide this consent on behalf of such other persons.

Selection

14. The selection of the top 10 winners will be based on the largest number of social media “likes” garnered by the post on Facebook, Instagram and/or LinkedIn.

15. When contacted by ISCA, individual entrants must provide proof that they are a member of the Institute of Singapore Chartered Accountants (ISCA) by providing their membership number. For team, group or corporate submissions, at least one of the entrants must provide proof that he/she is an ISCA member.

16. The image, photograph or video in the posts of the top 10 winners will be adapted for ISCA's Birthday Video, at ISCA's sole discretion. ISCA may decide not to use any of the submissions for its promotional campaign.

Collection of Prize(s)

17. Each winner or team leader of the winning submission will be notified by messages and comments on Facebook, LinkedIn and/or Instagram and/or by email. Before claiming the prize, the winner must provide his/her full name (as indicated on NRIC/Passport) and membership number to ISCA at the time of notification.

18. Within 30 days of notification, each winner must present him/herself at ISCA House (60 Cecil Street, Singapore 049709) to claim his/her prize in person and sign and return a release and affidavit of eligibility. Each winner must show proof of identification to claim his/her prize. ISCA reserves the right to examine additional identification and may choose to refuse to release the prize if it is not satisfied that the person claiming the prize is indeed the prize winner.

19. If a winner cannot be notified within 30 days of ISCA's first attempt to notify him/her, or does not sign and return the release and affidavit of eligibility in a timely manner, or ISCA is unable to verify his/her identity to ISCA's satisfaction, then that winner will forfeit his/her prize, and the prize may be awarded to the next winner with a valid submission, who will be determined at ISCA's sole discretion.

20. ISCA reserves the right to rescind any award, require any prizes to be returned to it and/or to disqualify any winning submission, in the event that a winner is found to have breached any of these Terms and Conditions.

21. There will be no substitutions for any prize except at the sole discretion of ISCA. ISCA has the right to substitute any prize for a prize of similar value in its sole discretion. No transfer or assignment of prizes is allowed.

22. In event of a tie in the results, ISCA reserves the right to redistribute the prizes.

23. ISCA is not liable for any loss, damage, costs or expenses arising directly or indirectly from the award or use of the prizes.

Other Terms & Conditions

24. The list of Prize winners will be available at <https://isca.org.sg/birthday> after 24 June 2022.

25. To the fullest extent permitted by applicable law, ISCA excludes all liability for any loss, damage, costs, expenses and/or liabilities of any kind caused by, relating to or resulting from this Contest, your participation therein, and/or the acceptance, possession or use of any prize awarded hereunder.

26. ISCA will not be liable for any lost or stolen submissions, prizes, or contest information. ISCA is not responsible for any computer or electronic malfunction, server unavailability, technological glitch, or human error relating to this Contest.

27. No third party shall have any rights to enforce any of the provisions of the Terms and Conditions against ISCA under the Contracts (Rights of Third Parties) Act (Cap. 53B) of the Republic of Singapore.

28. ISCA reserves the right to make changes to these Terms and Conditions and the Contest details, including changing the Contest dates, without prior notice. It is your responsibility to regularly check <https://isca.org.sg/birthday>, on which all changes will be posted.

29. By entering this Contest, you waive to the fullest extent permitted by applicable law any and all claims of liability against ISCA and its respective officers, directors, employees and agents, for any and all claims, loss, costs, expenses, damage or injury which may occur as a result of or in relation to your participation in this Contest.

30. You agree to indemnify and keep ISCA fully indemnified from and against any and all losses, damages, claims, costs (including costs on a full indemnity basis), expenses, demands and/or liabilities arising from your breach of any of these Terms and Conditions.