This "We Do Dance Challenge" ("Contest") is organised by Prudential (Cambodia) Life Assurance ("Prudential", "we", "our" or "us"). By participating in this Contest, you ("you", "your" or "Participant") agree that you have read, understood and agreed to be bound by the Terms and Conditions for this Contest and by any change or modification we may make to the Terms and Conditions for this Contest with prior notice, in which such notice will be given by Prudential. By participating in this Contest, you also agree to be bound by our Privacy Policy (<a href="https://www.prudential.com.kh/en/privacy-notice/">https://www.prudential.com.kh/en/privacy-notice/</a>). If you do not agree with our Privacy Policy and the Terms and Conditions for this Contest, you will not be able to participate in this Contest.

#### **Contest Period:**

This Contest commences on 10th April 2021 at 09:01am and ends on 7th August 2021 at 11:59pm ("Contest Period").

### **Eligibility:**

This Contest is open to all Cambodians\* ("Eligible Participants").

\*You must be an individual of age 18 years or older and you are residing in Cambodia, on the date of entry.

No purchase or payment is required to participate in this Contest.

### **Contest Mechanics:**

- 1. All entries must be submitted to Prudential within the Contest Period. Entries received after the Contest Period will be disqualified.
- 2. Eligible Participants can submit the entries, by adopting any (or both) of the Method of Entry specified below via Social Media Platforms or Pulse. Each Eligible Participant may submit multiple entries. However, only one (1) prize will be given to the winner of this Contest. Any additional prize (if declared) will be automatically void.
- 3. Method of Entry for Social Media Platforms (i.e. Facebook, Instagram and TikTok):
  - a) Watch the We DO Dance video on Prudential Cambodia's Facebook, Instagram and TikTok account.
  - b) Replicate the moves from the We DO Dance video.
  - c) Upload it in a video format (below 60 seconds) to your personal social media page (Facebook, Instagram and TikTok), with hashtags #WeDoCambodia #WeDo #PRUxSuperM #PrudentialCambodia and tag @prudentialcambodia.

d) The entry has to remain visible to the public at all times during the Contest Period until 30 September 2021.

## 4. Method of Entry for Pulse:

- a) Download the latest Pulse by Prudential app.
- b) Get on the Pulse app homepage and head to "My Communities".
- c) Search "Dance for Wellness" community and join the community.
- d) Click on the pen icon to create a submission.
- e) Attach your video (below 60 seconds, file size less than 5MB) and title your submission with #WeDoCambodia and, hashtag #WeDO #PRUxSuperM in your post.
- f) The entry has to remain visible to the public at all times during the Contest Period until 30 September 2021.
- 5. Your submission of entry will be subject to the privacy notice and guidelines governing the submission of content (e.g. comments, media, photos, videos and any other materials that you provide) in the Social Media Platforms or Pulse, depending on the method of entry you adopted for that submission ("Submissions Guidelines"). Prudential, Pulse and the Social Media Platforms reserve the right to amend and/or remove all or any part of the entries that are submitted for this Contest, without giving prior or any notice to the Eligible Participants, when any part of the entries submitted does not comply with Submissions Guidelines. Any enquiry and/or complaint pertaining to any amendment or removal will not be entertained.
- 6. In submitting the entry (including any hashtags, captions, tags used), you grant us a worldwide, royalty-free, perpetual, irrevocable, non-exclusive, sub-licensable license to use, copy, modify, publicly display, reproduce, translate, create derivative works from, and distribute such entry, in whole or in part, in connection with the provision, expansion and promotion of Prudential, Prudential's products and Prudential's services, in any media known now or in the future. In submitting the entry, you also represent and warrant that you own the entry or that you have all necessary rights to grant us a license the entry as described above, and that our use of the entry does not and will not infringe any rights of any third party.
- 7. If any third party makes a claim against us due to your breach of the Submission Guidelines, you will indemnify us for any costs, expenses, fees, taxes and other liabilities incurred by us arising from such claim, including our reasonable costs and expenses in defending and handling that claim.

### **Prizes and Selection of Winner:**

1. Winners from the Social Media platforms and Winners from Pulse will be selected. Winners will receive limited editions of SuperM merchandise ("Prizes"). Winners as selected by Prudential, will be entitled to a maximum of one (1) prize.

- 2. Winners of the Contest will be selected by Prudential based on the following criteria, with full compliance with the Terms and Conditions for this Contest:
  - Dance quality: Impressive or flawless execution of dance moves as per instructions, in the proper beat and rhythm.
  - Personal twist: Participants to add their own touch and interpretation to the movement.
  - Creativity: Appealing outfits, impressive venues, surprising props that add to the watchability
  - Interesting takes: Interesting surprises in the video.
- 3. Subject to the following, Eligible Participants of this Contest may stand a chance to be invited to join SuperM virtual concert ("SuperM's event"):
  - a) If SuperM virtual concert does occur, some of the winner's will be short-listed ("short-listed winners") and will be invited to SuperM virtual concert.
  - b) The short-listed winners' video may also be selected to be part of SuperM reaction video.
- 4. More details about the invitations and SuperM's event will be disclosed at later stage. However, please note that PCLA is not the organiser of SuperM's event. Therefore, PCLA is not able to procure and confirm the earlier-mentioned invitations and occurrence of SuperM's events. PCLA shall not be held responsible or liable for non-availability of invitations to any SuperM's event, cancellation of any SuperM's event, and alterations made to any SuperM's event.

### 5. Winners' Announcement

a) Winners from the Social Media Platforms:

Winners' announcements (with Winners' account name/username on display together with the video entry) will be posted in all Prudential Cambodia's official social media pages and on Pulse (Dance for Wellness Community page).

Winners from the social media platforms will need to send us a direct message on our official social media pages within a week once the winners' announcement is posted, with the following details as validation:

- a. Name as per ID/Passport
- b. Mobile number
- c. Email address
- e. Original video submitted, which this video will be subject to Clauses 3 and 4 under Contest Mechanics.

You can upload the video into any cloud storage and provide us the download link.

b) Winners from the Pulse:

Winners' announcements (with Winners' account name/username on display together with the videos submitted) will be posted in all Prudential Cambodia's official social media pages and on Pulse (Dance for Wellness Community page).

Winners from Pulse would need to send us an email at info@prudential.com.kh within a week once the winners' announcement is posted, with the following details as validation:

- a. Your Pulse Username
- b. Name as per ID/Passport
- c. Email Address
- d. Mobile number
- f. Original video submitted, which this video will be subject to Clauses 6 and 7 under Contest Mechanics.

You can upload the video into any cloud storage and provide us the download link.

- 6. If the Winners fail to respond with the required details within the timeframe as specified above, the Winners shall be disqualified from this Contest and shall not be entitled to the Prizes.
- 7. Prudential will communicate with the Winners either via Prudential Cambodia's official social media pages, email or telephone. Winners' details will be forwarded to Prudential and Winners will be contacted officially by Prudential for prize fulfilment.
- 8. The Prizes are non-transferable and not exchangeable for cash, credit or in kind. Prudential reserves the right to substitute the Prizes at its discretion with other form of gifts/rewards of equivalent value with prior notice. The selected Winners who have been notified and contacted are deemed final.
- 9. The Prizes are exclusive of all charges that may be incurred by the Winners (if any), such as taxes, levies, fees and are subject to any other terms and conditions as may be imposed by Prudential from time to time.
- 10. Prudential's decision in all matters concerning this Contest shall be final and no correspondence shall be entertained.

#### **Notification:**

- 1. The Winners will be notified through the Winners Announcements as described above.
- 2. When Prudential makes the Winners Announcements, Prudential shall have the rights to publish the username/account name of the Winners for Social Media Platforms and/or Pulse. Further, if Prudential decides to use additional methods to announce the winners of this Contest in any of Prudential's websites, social media sites, newspapers and/or in its

promotional materials, Prudential shall have the rights to publish the username/ account name of the Winners together with the videos submitted for Social Media Platforms and/or Pulse in the announcements without further notice. Non-acceptance of this clause may result in an alternate Winner being chosen.

- 3. Winners are personally responsible for ensuring that their particulars, contact details and email address have been accurately submitted.
- 4. Prudential shall not be held responsible or liable for any late, misdirected, lost or unsuccessful efforts to notify the Winners.
- 5. Where any Prizes have been forfeited due to the Winners are ineligible, disqualified and/or do not claim the Prizes, Prudential may, at its sole discretion, give the forfeited Prizes to another Eligible Participants from the remaining eligible entries. In such an instance, the other Eligible Participants shall be selected using a method to be determined by Prudential at its sole discretion.

#### **Prize Distribution:**

- 1. Prudential will deliver the Prize to the Winners at their respective mailing address as provided to Prudential pursuant to these Terms and Conditions. Prudential will not entertain any request to deliver the Prize to an address other than that provided earlier.
- 2. All loss or damage to and all rights, interests, titles and benefits to the Prize shall be deemed to have transferred to the Eligible Participant upon delivery of the Prize by the delivery provider. In the event that the Prize is stolen or lost for any reason or under any circumstances, Prudential will not be liable to provide the Eligible Participant with a replacement.
- 3. Prudential expressly disclaims any and all liabilities arising from any lost, damaged or unsuccessful transmission of the Prize.
- 4. Prudential does not provide any warranty on the quality or services in relation to the Prize. In this regard, Prudential is not liable for any loss, damages or harm (whether physically or mentally) that the Eligible Participant may suffer arising from the Prize or usage of the Prize.
- 5. By participating in this Contest, the Eligible Participant gives consent to Prudential to disclose their particulars to the delivery providers and/or authorized third party for the purpose of delivering the Prize.
- 6. Prudential reserves the right to request written proof of residency and of the age of the Winners before the Prize is dispatched, collected or presented. Prudential shall also have the right to require the Winners to execute a deed of release and indemnity in a form prescribed by Prudential in order to receive the Prize.

#### **Disclaimers:**

- 1. By entering this Contest, each Eligible Participant agrees that Prudential, its respective employees, officers, directors, agents, affiliates, parent and subsidiaries shall not be liable or responsible for damages, losses, injuries, rights, claims or actions of any kind in connection with this Contest, or resulting from acceptance, possession, use/misuse of prizes, or participation in this Contest, including without limitation, personal injury, death, property damage and claims based on publicity rights, defamation or invasion of privacy. Each Eligible Participant further agrees that Prudential will not be responsible or liable for any entries that are late (including delayed data transmissions), tampered with, garbled, incomplete, misdirected, lost, mutilated, delayed, corrupted, duplicated or otherwise not in compliance with these Terms and Conditions.
- 2. Prudential is not and will not be responsible or liable for any injury or damage to the Eligible Participant's or to any other person's computer relating to or resulting from entering or downloading materials in connection with this Contest. Prudential is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission due to technical, hardware, software or telephone malfunctions of any kind, lost or unavailable network connections, communications line failure, server failure, or failed, incorrect, incomplete, inaccurate, garbled, or delayed electronic communications caused by the Eligible Participants or by any of the equipment or programming associated with or utilized in this Contest or traffic congestion on the Internet or at any website, or by any human error which may occur in the processing of the entries in this Contest, or any combination thereof.

### **Submission of Unlawful Material:**

Eligible Participants shall not submit any Unlawful Material (defined below) in the course of participating in this Contest, or use this Contest to upload, post, email, transmit or otherwise make available such Unlawful Material. "Unlawful Material" shall include (but not be limited to) any sexually explicit ideas or material or any idea or material that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libellous, invasive of another's privacy, hateful, or racially, ethnically, or otherwise objectionable or infringes any patent, trademark, trade secret, copyright or other proprietary rights of another. The Eligible Participants will indemnify Prudential for all of Prudential's losses that may arise from submission of any Unlawful Material. Prudential reserves the right, in its sole discretion, to delete unlawful material and disqualify any such individual or Eligible Participants, and to bar the individual or Eligible Participants from participating in any other contest or promotions, permanently or for such period of time as Prudential shall decide. Prudential's decision in this matter shall be final and no correspondence shall be entertained.

### **Disqualification:**

Prudential reserves the right at its sole discretion to disqualify any individual that it determines to be tampering with the entry process or the operation of this Contest, to be acting in breach or potential

breach of these Terms and Conditions. Prudential's decision in this matter shall be final and no correspondence shall be entertained.

### **General Terms and Conditions:**

- 1. The laws of Cambodia shall govern this Contest. This Contest is void where any Terms and Conditions applicable to this Contest are prohibited or restricted by any local, national, state, or any governmental laws. This Contest is also subject to these Terms and Conditions.
- 2. Prudential reserves the right to change the qualifying/selection criteria and allocation of Prizes from time to time at Prudential's absolute discretion.
- 3. Prudential also reserves the right to amend these Terms and Conditions, and to suspend, terminate, delay or vary this Contest with prior notice to the Eligible Participants.
- 4. The mode of notification (if any) of amendment, suspension, termination, delay or variation shall be at Prudential's sole discretion, including but not limited to displaying the same in any of Prudential's website or social media sites.
- 5. Prudential's decision on any and/or all matters relating to this Contest including the selection of the names of the Winners, the Terms and Conditions herein or any amendments to the same shall be final, binding and conclusive and no correspondence will be entertained.
- 6. By participating in this Contest, the Eligible Participants agree to be contacted by the Agency, agree to disclose their personal details (including but not limited to name, NRIC number, phone numbers and email address) to the Agency as well as agree and authorize the Agency to disclose their personal details to Prudential in relation to and for the purposes of this Contest.
- 7. In the event of discrepancy between the Terms and Conditions of this Contest as compared to the advertising, promotional, publicity and other materials relating to or in connection with this Contest, the Terms and Conditions of this Contest as published on <a href="https://www.prudential.com.kh/en/.galleries/PDF/we-do-dance-challenge-terms-and-conditions.pdf">https://www.prudential.com.kh/en/.galleries/PDF/we-do-dance-challenge-terms-and-conditions.pdf</a> shall prevail.