

TERMS AND CONDITIONS FOR PAYPAL HEADSTART ASK AN EXPERT CONTEST

By participating in this contest, participants agree to be bound by all of the terms and conditions as set out below. This contest is conducted by PayPal Pte. Ltd. ("PayPal").

- 1. **ELIGIBILITY.** Participation in this contest is open to all Singapore, Malaysia, Indonesia, Philippines, Vietnam, Thailand, India citizens and permanent residents who are at least 18 years old and hold an active PayPal account in good standing (i.e. not restricted or limited). The following persons and their immediate family members are not eligible:
 - employees of PayPal; and
 - persons or employees of any company (including advertising and accounting agencies) which are directly or indirectly involved in carrying out of this contest.
- 2. **CONTEST PERIOD.** The Contest begins at 00:00hrs (GMT+8) on 3 December 2015 and ends 23:59hrs (GMT+8) on 17 December 2015.
- 3. **HOW TO ENTER:** To enter, participants must submit a question on the <u>Ask an Expert forum</u> ("Entry"). Entries should focus on eCommerce topics including starting, running or growing an online business. Modifying, enhancing or altering a third party's pre-existing work does not qualify as an entrant's original creation and will be disqualified from the Contest. Each Entry shall be subject to verification by PayPal, its representatives and/or its authorised agents.
- 4. PRIZES, JUDGING AND ANNOUNCEMENT. The winners of the contest will be selected based on the originality and insightfulness of the submitted Entry, as judged by a PayPal employee and/or an authorised representative of PayPal. Decisions of PayPal are final and binding, without right of appeal, in all matters relating to the judging and the contest generally. There are 10 prizes to be won in total. Each prize winner will receive a USD 100 credit for Google AdWords.

	Number of winners	Judging date	Announcement date
Week 1	5	11 December 2015	14 December 2015
Week 2	5	18 December 2015	21 December 2015

Prizes must be taken as offered and is not exchangeable and cannot be redeemed. No compensation will be payable if a winner is unable to use any element of the prize. In the event the prize is unavailable, PayPal reserves the right to substitute the prize in its discretion with an alternative prize to the same and equal recommended retail value. The winner acknowledges that they may incur ongoing costs associated with the prize which is the entire responsibility of the winner. The prize is subject to the terms and conditions of Google.

- 5. ANNOUNCEMENT. If you win, you will be notified by email. Winners must accept and collect the prize offered at the date, time and venue notified to them. Should a winner not accept the prize after 2 months of notification, PayPal reserves the right to select and announce an alternate winner for the prize. The winner must produce the following documents to PayPal or its authorised representative for inspection when collecting prizes couriered to their collection address provided:
 - the email notification notifying the participants that they have won; and
 - a set of his/her original NRIC or identity card.
- 6. **LICENSE TO USE.** By entering, each participant grants to PayPal an irrevocable, perpetual, royalty-free, transferable license of unlimited right, title and interest in and to his/her Entry, including, but not limited to, all copyright and trademark rights therein and thereto and all renewals and extensions thereof, throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised.
- 7. **MISCELLANEOUS.** PayPal reserves the right, at any time to verify the validity of entries and participants and to disqualify any participant in its sole discretion who submits an entry that is not in accordance with the terms and conditions or who tampers with the entry process. Errors



and omissions may be accepted at PayPal's discretion. Failure by PayPal to enforce any of its rights does not constitute a waiver of those rights. If for any reason, the contest is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of PayPal, PayPal reserves the right in its sole discretion take any action that may be available, including to cancel, terminate, modify or suspend the contest and/or disqualify any individual, at any time with or without notice to a participant and without any liability to any participant. Participants may obtain updated versions of these terms and conditions, if any, by logging on to the website.

- 8. **DATA PROTECTION.** Without prejudice to PayPal's Privacy Policy, all personal information submitted by participants in online entries ("Participant Data") shall be held by PayPal or its appointed agency in a secure database. Participant Data shall be used by PayPal or its appointed agency solely for the purposes of administering the contest (including the judging of the submissions). Subject to the requirements of any applicable law, all Participant Data in PayPal's or its appointed agency's system will be deleted within six (6) months after the end of the contest. By participating in this contest, Participants agree that that: (i) the Participant Data will be used for the purposes set out above and (ii) the Participant Data may be transferred out of Singapore.
- 9. EXCLUSION/LIMITATION OF LIABILITY. PayPal and its representatives shall not be responsible or liable to any participant for any loss or damage whatsoever which may be suffered or incurred by a participant as a result of his/her participation in this contest including, without limitation, any loss or damage which may be suffered or incurred by any participant as a result of:
 - a. any wrongful act or omission on the part of any third party;
 - b. any failure to receive or process any entry;
 - c. any computing, telecommunications or equipment failure or malfunction;
 - d. any submission and/or notice which is misdirected or lost in the postal system or email communication.

In no event shall PayPal and its representatives be liable to any participant for any indirect, special or consequential loss or damage (including, but not limited to, loss of income, profits or goodwill), howsoever arising.

10. **GOVERNING LAW.** These terms and conditions shall be governed by the laws of Singapore and participants agree to submit to the exclusive jurisdiction of the courts of Singapore.