

Promoter

1. The promoter of the Bruneian Made Social Media Competition ("**Competition**") Darussalam Enterprise ("**DARe**") whose registered office is at Design & Technology Building, Spg 32-37, Kg Anggerek Desa, Bandar Seri Begawan, Brunei Darussalam BB3713. ("**Promoter**")

Eligibility Criteria

2. The Competition is open to Bruneian citizens, permanent residents and foreigners residing in Brunei, 12 years old and above, with a valid IC ("**Eligible Entrants**").
3. This Competition is not open to employees of Darussalam Enterprise.
4. Entrants to the Competition must have a valid Social Media Account.
5. The Promoter reserves the right in its sole discretion at any time to:
 - a. ask any Entrant for proof that they satisfy all applicable Eligibility Criteria (including Identity Card/Passport) where requested; and to
 - b. disqualify an Entrant from the Competition if, in the reasonable opinion of the Promoter, the Participant has not proven to the Promoter that they satisfy all Eligibility Criteria for the Competition.
6. There is no entry fee and no purchase necessary to enter this Competition.
7. By entering this Competition, an Entrant is indicating his/her agreement to be bound by these terms and conditions.

Timing

8. Closing date for entry will be by 12pm, Tuesday 26 November 2019. After this time and date no further entries to the Competition will be permitted.
9. Details on how to enter are published at the following link [<http://dare.gov.bn/BruneianMade/home.html>]. The contest will be conducted on Instagram. By using any of the relevant Social Media Accounts to enter the Contest, Participants agree that they are also bound by such Social Media Account's terms and conditions and relevant privacy policies.

How to enter

10. The rules of the Competition and how to enter are as follows:
- 11. Post your best photo of BruPhar. Be Creative! Be sure to keep your profile open for us to view the photo. Be sure to follow @darussalamenterprise @bruphar and add the following hashtags #darussalamenterprise #bruneianmadepec2019 #bruphar. Photos will be based on 2 criteria the number of likes + judging from our own Bizbrunei.**
12. The Promoter reserves the right to cancel or amend the Competition and these terms and conditions without notice, in the event of any actual or anticipated breach of any applicable law or regulation or any other event outside of the Promoter's control. Any changes to the Competition will be notified to entrants as soon as possible by the promoter. The mode of notification of variation shall be at DARE's sole discretion.
13. The Promoter reserves the right to disqualify any Entrant from this Competition for any reason and delete any comments/posts which are deemed by the Promoter to be inappropriate and/or offensive.
14. Each potential winner may be required to show proof of being an authorised account holder. The Promoter will not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Entries or failure to receive Entries due to limitation of third-party social network platforms; all of which will be void.
15. The Promoter accepts no liability for any invalid and/or incomplete Entries and/or Entries not received by the Promoter. Further, each Entry must not:
 - a. infringe the intellectual property or other rights of a third party;
 - b. be incomplete or illegible; or
 - c. be unlawful, defamatory, abusive, insulting, threatening, obscene, inflammatory, offensive, or otherwise contain content which, in our sole discretion, is inappropriate or objectionable.

16. All Entrants retain the copyright in their Entries. By entering the Competition, each Entrants confirms that they are the owner of the Entry submitted by them and that their Entry is original to them:
- a. grants to the Promoter, without the requirement for any further permission or payment, a perpetual, non-exclusive, irrevocable and royalty-free worldwide license to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise use their Entry in any and all media; and
 - b. warrants that they have the sole and exclusive right to grant such rights to the Promoter and that the Promoter's' reproduction, publishing, displaying, and/or other use of their Entry will not infringe the rights of any third parties, including, without limitation, copyright, trade mark, other intellectual property rights and/or privacy rights and/or create claims for defamation and/or breach of contract

Final and Binding

17. DARE's decision on all matters relating to the Competition shall be final, binding and conclusive and no correspondence will be entertained.
18. In the event of any inconsistencies or discrepancies between the terms and conditions and the contents of any marketing and/or promotional materials, social or online media, inquiry, publication, printing or advertising relating to this contest, the terms and conditions stated here shall prevail.
19. A failure, actor omission by DARE to enforce any of its rights, obligations or any of the terms and conditions stated in this document will not give rise to any claim by any person at all times.

Prize

20. The prize is as follows:

The prize is as stated and no cash or other alternatives will be offered. The prizes are not transferable. Prizes are subject to availability and we reserve the right to substitute any prize with another of equivalent value without giving notice.

Judging Criteria and Determination of Potential Winners

21. Winners will be chosen:

Photos will be based on 2 criteria the number of likes + judging from our own Bizbrunei.

22. The winner will be notified by email and/or DM within 28 days of the closing date. If the winner cannot be contacted or do not claim the prize within 14 days of notification, we reserve the right to withdraw the prize from the winner and pick a replacement winner.

23. The Promoter will notify the winner when and where the prize can be collected / is delivered.

24. The Promoter's decision in respect of all matters to do with the Competition will be final and no correspondence will be entered into.

25. The Promoter shall not be responsible for any damage, loss, liabilities, injury or disappointment incurred or suffered as a result of entering this Competition or the redemption, acceptance and/or usage of the prizes. The Promoter is also not responsible for inaccurate prize details supplied to any entrant by any third party connected with this Competition.

26. Award of the prize(s) is conditional upon the winner(s) agreeing to and signing all release forms and/or agreements and/or any additional documentation required by the Promoter. Failure to complete, sign and return any such documentation promptly will result in disqualification of the entry and the Participant, and forfeiture of the prize.

27. By receipt of any prize, winner agrees to release and hold harmless the Promoter and its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of its parent companies and each such company's officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

28. The terms and conditions stated herein shall be governed by and construed in accordance with the exclusive laws of Brunei Darussalam.

Limitation of Liability

29. The Promoter shall not be responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilised in the Competition; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software; (3) unauthorised human intervention in any part of the entry process or the Competition; (4) technical or human error which may occur in the administration of the Competition or the processing of entries; (5) technical or human error which may occur in the awarding of Competition prizes or documentation related to the awarding of prizes, including the sending or receipt of duplicate win messages in excess of the stated number of prizes an entrant can win; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Competition or receipt or use or misuse of any prize.

This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram, Inc.