

## Singapore Network Information Centre Pte Ltd ("SGNIC")

### 100,000th Domain Name Celebration

#### Promotion Terms and Conditions

1. The terms and conditions set forth below ("the Terms and Conditions") shall govern the 100,000th Domain Name Celebration Promotion ("Promotion") organized by Singapore Network Information Centre Pte Ltd ("SGNIC").
2. Each Promotion Participant and Registrar (each as hereafter defined) must as a condition precedent to their respective participation in this Promotion and the award and collection of their prize/grant (as the case may be) agree to these Terms and Conditions. For the avoidance of doubt, nothing in these Terms and Conditions will affect or prejudice any other agreements entered into between the Promotion Participant, Registrar and/or SGNIC, including without limitation and as the case may be, the prevailing Registrant Agreement, Registrar Accreditation Agreement, the Registration Policies, Procedures and Guidelines ("RPPG") and SDRP.
3. Each application for a ".sg" domain name (".sg Application") meeting the following criteria shall entitle the applicant thereof (as identified as the "Registrant" in the domain name application) to participate in the Promotion ("the Promotion Participant"):
  - (a) the .sg Application is new (i.e., it is not a renewal) and is not deleted during the New Registration Deletion Grace Period (as defined in the RPPG);
  - (b) the .sg Application meets all criteria for registration of the .sg Application in SGNIC's R2R system.
4. No fees or charges are payable for participation in this Promotion. This promotion is in addition to any other promotions applicable to the .sg Application.
5. The winner of the Promotion shall be the registrant of the 100,000th '.sg' domain name, as determined by SGNIC in its sole and absolute opinion ("Winning Application"), and will receive vouchers worth SGD\$2,000 ("Promotion Prize").
6. The SGNIC accredited registrar through which the winner's domain name application was submitted to SGNIC ("Registrar") will also receive a one-time, one-off grant of SGD\$1,000 ("Registrar Grant"), provided that the SGNIC is satisfied as to the following conditions having been met by the Registrar:
  - (a) The Registrar has publicised the Promotion on the homepages of its website for at least the duration commencing from the announcement of the promotion till the winner has been announced;
  - (b) The Registrar achieves a minimum of 100 nett new registrations within the 30 days preceding the date SGNIC receives the application for the Winning Application. "Nett new registrations" shall mean the total number of new registrations (excluding new registrations deleted during the New Registration Deletion Grace Period) registered by the Registrar within a given period less the number of domain name registrations for which the Registrar is the registrar which have expired and have not been renewed prior to the expiry of the Post Expiry Grace Period (as defined in the RPPG) during that same period; and

- (c) none of the following apply: (i) the winner of the Promotion Prize is not subsequently disqualified by SGNIC; (ii) the Promotion Prize is withdrawn or forfeited or donated to a third party; or (iii) SGNIC designates another winner of the Promotion Prize in substitution of any previously declared winner.

For the avoidance of doubt, domain name resellers will not qualify for the Registrar Grant.

- 7. The recipients of the Promotion Prize and Registrar Grant will each be notified of the award of their respective prize/grant as follows:
  - (a) By post or hand: To the address as specified in the "Owner Contact" field of the winning .sg Application, as submitted to SGNIC by the Registrar and recorded on the SGNIC WHOIS database record therefor; and
  - (b) By email: To the email address as specified in the "Owner Contact" field of the winning .sg Application, as submitted to SGNIC by the Registrar and recorded on the SGNIC WHOIS database record therefor;

and also on SGNIC's website within 30 days of SGNIC determining the Winning Application. All correspondences or notices issued by SGNIC are deemed to have been received 3 working days after issuance by SGNIC.

- 8. The Promotion Prize must be collected within 2 months of the announcement on SGNIC's website failing which it will be forfeited. The Registrar Grant will be credited into the Registrar's Deposit Account with SGNIC only after all criteria for its award have been met.
- 9. SGNIC's decisions shall be final and binding on each Promotion Participant and Registrar. Without prejudice to the generality of the foregoing, SGNIC may in its sole and absolute opinion determine that there should be no winner of the Promotion (including for example, on the basis that the winning .sg Application does not meet any relevant registration or other requirements, these Terms and Conditions have not otherwise been complied with, or the winning .sg Application should otherwise be disqualified).
- 10. If for any reason SGNIC determines there is no winner of the Promotion, or the Promotion Prize is not collected in accordance with paragraph 8, SGNIC may in its sole and absolute discretion either award the prizes to the Promotion Participant and Registrar which SGNIC may in its sole and absolute opinion determine to be the next qualifying winners, or donate the prizes to a charity organization of SGNIC's choice or as it may be directed by any relevant authority.
- 11. SGNIC reserves the right to substitute one or more of the prizes with other prizes of equal or greater value.
- 12. Any taxes which may be payable as a consequence of a winner receiving a prize are the sole responsibility of the winner.
- 13. To the maximum extent permitted by law, SGNIC is not responsible or liable for: (a) inaccurate entry information; (b) purported entries that are not received for any reason, including because they are lost, misdirected or stolen, or that are received, but are late, illegible, or incomplete; (c) any problems or technical failures of any kind, including malfunction of any communication network or lines, computer online systems or network, servers or providers, computer equipment, or software; (d) the unavailability or inaccessibility of any service whether or not caused by traffic

congestion on the Internet or at any website; (e) unauthorised human intervention in any part of the Promotion; (f) electronic or human error which may occur in the administration of the Promotion; (g) any loss suffered or sustained, to person or property and including, but not limited to, consequential (including economic) loss by reason of any act or omission, deliberate or negligent, by the SGNIC, or its servants or agents, in connection with the arrangement for supply, or the supply, of any services by any person to a winner; or (h) any damage to persons or property, including to the participant's or any other person's computer related to, or resulting from in connection with participation in the Promotion. This paragraph does not affect, and is not intended to affect, any rights a consumer might have, which cannot be excluded under applicable consumer protection laws. To the fullest extent permitted by law, any liability of SGNIC or its servant or agents for breach of any such rights is limited to S\$100.

14. SGNIC will collect and store personal data from each Promotion Participant in connection with the Promotion and the Promotion Participant agrees to this. If a Promotion Participant does not truthfully provide all personal data requested by SGNIC, SGNIC may determine that the Promotion Participant is not eligible to win a prize. All Promotion Participants consent to the use of their personal data for SGNIC's promotional and marketing purposes in connection with the Promotion and agree to participate in reasonable promotional activities in connection with the Promotion as requested by SGNIC.
15. These conditions constitute the entire agreement of the parties relating to the entry into and the conduct of the Promotion. These Terms and Conditions and the Promotion are governed by the laws of Singapore and the parties submit to the exclusive jurisdiction of its courts.
16. In these Terms and Conditions, unless the context otherwise requires: (a) words importing the singular include the plural and vice versa, words importing a gender include every gender; (b) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof; (c) headings are for convenience of reference only and shall not affect the interpretation of this Agreement; (d) whenever the words "include", "includes" or "including" are used in these Terms and Conditions, they will be deemed to be followed by the words "without limitation"; (g) references in these Terms and Conditions to a time of day are to Singapore time, and to dollars, unless expressly indicated otherwise, are to Singapore Dollars.