

**TERMS AND CONDITIONS OF THE
VISA "TRAVEL HAPPY, DANCE & WIN" CONTEST (THE "CONTEST")**

The Organizer

1. The organizer of the Contest is "Visa Worldwide Pte Ltd" of 30 Raffles Place, #10-00 Chevron House, Singapore 048622 ("Visa").

Eligibility

2. The Contest is open to Visa cardholders (which term refers only to holders of any valid VISA cards) who are above the age of 18 (as at the Start Date as defined hereinbelow), residing in and possessing a permanent residential address in the Asia Pacific region.
3. Employees of Visa and Visa's subsidiaries, affiliates, representative offices, authorized agencies, resellers and principal sponsors and the immediate families of such employees are not eligible to participate in the Contest. Employees of Visa member financial institutions, and their families, may participate in the Contest.

Duration of Contest and Submission of Entries

4. The duration of the contest (the "Contest Period") shall be between 00:00, 24 December 2008 ("Start Date") and 23:59, 31 March 2009 ("End Date"). The time zone applied to the foregoing and in relation to any other references to time in the rest of these terms and conditions shall be Hong Kong/Singapore time, GMT +8. The Contest Period may be extended at Visa's sole and absolute discretion.
5. To participate in the Contest, you must submit each video together with the online registration form filled out with your personal details ("Personal Details"). The video and the Personal Details (collectively, an "Entry") must be submitted through the website www.visatravelhappy.com (the "Contest Website") during the Contest Period. There is no limit on the number of Entries that you may submit, Provided Always that Visa will not award more than one (1) prize in this Contest to any participant.
6. Any incomplete Entry (which shall include but not be limited to where you fail to furnish all the required details) may be disqualified from the Contest at Visa's sole and absolute discretion. You warrant by your participation in the Contest that the information, details and particulars submitted by you to Visa are true, accurate and complete. Visa shall not be liable for incomplete, lost, late, damaged, illegible or misdirected Entries (whether owing to your or the web server or system host's fault) resulting in dispute over whether a particular Entry from you was duly received and/or accepted for participation in the Contest.
7. In order to be eligible for the Contest, your Entry must be received by Visa no later than 23:59 on the End Date. For the avoidance of doubt, an Entry will be deemed to have been received by Visa when accepted by Visa's web server or system host. Visa shall not be liable for any claims arising from a technical malfunction of the web server or system host, which results in dispute over whether your Entry was duly received by Visa.

8. Information on how to enter the Contest and on the prizes as listed on the Contest Website shall form part of these terms and conditions governing the Contest. Each Entry that you submit should be made strictly in accordance with these terms and conditions – otherwise, such Entry may be disqualified, at the sole and absolute discretion of Visa, from participation in the Contest
9. By participating in the Contest, you acknowledge that you have read and understand, and thereby agree to all the terms and conditions of participation in the Contest as set out herein, including all amendments, additions, replacements and modifications (“Amendments”) hereto as may from time to time be made by Visa, Provided That Visa shall notify participants and the public of such Amendments by a notification to be posted on the “Contest Website”.
10. Each Entry must be submitted through the Contest Website under the appropriate category as listed therein.
11. Each Entry will be vetted by Visa to ensure that the video meets all requirements stipulated herein before the Entry shall be deemed eligible for the Contest. All videos duly approved in accordance with the foregoing (“Approved Videos” or individually, “Approved Video”) shall be published on the Contest Website and stored on YouTube’s file server, which means that your video can also be viewed from the YouTube (or such other linked/enabling) website by the public.
12. False and/or deceptive Entries or acts committed in connection with the production of your video or otherwise in connection with your participation in the Contest shall render your Entry ineligible for participation in the Contest. Visa also reserves the right to disqualify – at its sole and absolute discretion, any Entry which it deems inappropriate and to remove (or request or otherwise procure the removal of) such video from the Contest Website and/or the Youtube (or related) servers.
13. Without prejudice to other clauses hereto enabling Visa to disqualify any Entry, Visa reserves the right to declare any Entry void and to modify the Contest or any part thereof or to cancel the entire Contest at any time during the Contest Period should Visa decide at its sole and absolute discretion that no Entries meet Visa’s required or desired standard.

Requirements of Videos Submitted

14. Video submissions must be in any of these formats:
.WMV, .AVI, .MOV, .MPEG, .MP4, .DIVX, .OGG or .3GP.

Each video shall not exceed 30 seconds in duration nor constitute a total file size in excess of 5MB. Each video must be at least 400 pixels in width and 400 pixels in height. No Entry may be watermarked nor contain any other distinguishing marks (including but not limited to name(s) or copyright) on the images or audio materials contained therein.

15. Any form of digital manipulation is prohibited. This shall not, however, preclude videographic techniques contained within the used camera's existing capabilities nor the cropping of videos.

16. By participating in the Contest, you represent, warrant, undertake, agree and/or acknowledge that:
- (i) You are the sole legal and beneficial owner of all intellectual property rights to the video;
 - (ii) You have obtained all and adequate permissions and/or consents from all recognizable persons appearing in your video for their feature in your video for the purposes of the Contest and for all the uses to and in whatever form that Visa may, under these terms and conditions, apply your video;
 - (iii) You have not licensed or assigned the copyright and/or any other intellectual property rights for the video to any third party anywhere in the world;
 - (iv) Visa is allowed to reproduce the video without prior notice to you;
 - (v) Visa may in its own discretion include or exclude any acknowledgments with any video usage;
 - (vi) You will not submit a video that defames, abuses, harasses, stalks, threatens or otherwise violates the legal rights (such as rights of privacy) of others;
 - (vii) You will not distribute or disseminate any defamatory, infringing, obscene, pornographic, sexual, indecent, excessively violent or otherwise inappropriate or unlawful material or information in the video;
 - (viii) You will not upload or otherwise transfer a video that contain material protected by intellectual property laws (or by rights of privacy or confidentiality) unless you own or control all rights thereto or have received all necessary consents;
 - (ix) You will not upload or otherwise transfer a video that contain viruses, corrupted files or contain such other features that may damage the operation of another computer;
 - (x) You will not provide false or inaccurate information pertaining to the origin or source of materials contained in a video that is uploaded; and
 - (xi) You will not submit any video that contains religious representations, patented and trademarked products, copyright-protected artwork, documents subject to confidentiality or privacy restrictions, government buildings, offices and officials, trademarked buildings, books or movie covers/posters.
17. You are prohibited from submitting to this Contest any video of which you are not the sole and rightful owner. In the event that any third party alleges that any video submitted by you infringes the copyright or other proprietary right of such third party, you shall indemnify and hold Visa harmless from and against any and all claims, loss, damage, liability and costs resulting there-from.
18. You hereby agree that Visa reserves the right to use, for any purpose Visa deems fit, your submitted video in connection with the Contest, Provided That such use shall be to the extent permitted by law. Such right shall include (without limitation) the right of Visa to permit your video to be downloaded or to use your video for publicity purposes and communications related to the Contest and/or Visa generally on websites, during presentations, on or in any printed or video materials, or in any other mode. In accordance with the foregoing, you grant to Visa (upon your participation in the Contest) an irrevocable, royalty-free license to use the copyright and all other intellectual property rights of whatever nature in such video for the purposes mentioned above and in whatever manner Visa decides. You also agree, upon your participation in the Contest and in so far as it is permitted by law, to waive all moral rights (including but not limited to the right of attribution of authorship) in each video that you submit.

19. Visa's rights to use your video as outlined herein shall be exclusive up till and including 31 December 2009 ("Exclusive Rights Period"). During the Exclusive Rights Period, you may not publish, exhibit, distribute or publicly display the video subject to the exclusive right of use to Visa as aforesaid unless Visa grants you its prior written consent to do so. Upon the end of the Exclusive Rights Period, Visa's rights to use the video, as permitted by these terms and conditions, will continue to subsist but will no longer be exclusive, and the restrictions on your use of your video will thereupon be lifted, Provided Always that you shall not portray Visa in a disparaging manner when you (or you permit any third party to) publish, exhibit, distribute or publicly display such video.

Prizes

20. There will be a total of ten (10) winners in this contest, consisting of:
- (i) one (1) grand prize winner of USD3,000, such prize money to be paid by way of a credit transfer via Visa Money Transfer and in accordance with Clause 22 hereof; and
 - (ii) nine (9) consolation prize winners, each entitled to USD500, such prize money to be paid by way of a credit transfer via Visa Money Transfer and in accordance with Clause 22 hereof,

Provided Always That should Visa determine that local laws and regulations prohibit the above-mentioned credit transfer to be effected, the prize money shall be replaced by a travel-related prize of equivalent value instead.

21. All prizes are non-transferable, non-refundable and non-exchangeable for cash or credit, and are subject to any terms and conditions as may be imposed by the prize sponsors. Visa shall not be liable for any variation in the prize values owing to (or primarily to) the actions of the prize sponsors.
22. Prizes (save for the travel-related prizes) will be given out by way of a credit of the equivalent amount of the prize money in the winner's receiving card's official currency at the exchange rate at the time of transfer, into the winner's Visa card account via the Visa Money Transfer service. More information on the Visa Money Transfer service is available at the link following, and upon your participation in the Contest, you shall be deemed to have read and understood the contents thereof:
- http://www.visa-asia.com/ap/sea/valueofvisa/valueofvisa/vov_access.shtml#Making%20money%20transfer%20easy
23. Visa reserves the right at any time and at its sole and absolute discretion, to substitute, withdraw or cancel any prize without prior notice and without having to disclose any reason there-for and without any payment or compensation whatsoever in lieu thereof. Without limitation to the generality of the foregoing and without prejudice to Clause 20 above, such right shall include the right to:
- (i) replace any prize with another of equivalent value without prior notice;
 - (ii) decide if a prize winner shall receive the prize money or the travel-related prize of an equivalent value; and
 - (iii) make changes to the value of the prizes at any time and without any prior notification to the participants or the public.

24. All ancillary costs and expenses, duties, value added taxes or tax liability incurred by the winner as a result of winning or otherwise in connection with the prize, shall be the sole responsibility of the winner. Visa shall not be liable for any taxes (including but not limited to income tax) that may arise from the winning of or otherwise in connection with the prize. You should seek independent financial advice in this regard. Please also take note of local laws and regulations which may govern the issuance or receipt of or otherwise in connection with the prize.
25. Without prejudice to Clause 24 above, Visa shall not be liable for any loss or damage whatsoever suffered (including, without limitation, indirect or consequential loss), or for personal injury suffered or sustained, as a result of issuance, receipt and use of, or otherwise in connection with any of the prizes, save to the extent that such liability is non-excludable under the law.

Contest Judging and Winning Entries

26. For the selection of the grand prize winner and the consolation prize winners, Approved Videos will be judged by the viewers on the website and the winners will be selected based on the highest number of video views on the Contest Website. Notwithstanding Clause 4 above, the number of video views to be taken into account in the selection of the winning entries shall be from the Start Date up to and including 23:59 of the seventh (7th) day immediately preceding the End Date. In the event of a tie in the number of video views amongst Approved Videos, the tie shall be broken by considering which of these videos attained such number of video views earliest (or earlier, as the case may be).
27. Visa reserves the right, at its sole and absolute discretion, to determine if there will be no winners at all or a number of winners less than the number of winning prizes as listed in Clause 20 above.
28. All winning videos will be showcased on the Contest Website together with the winners' names and may be made available for download to all visitors to such site.
29. Each prize winner will be contacted by Visa to supply Visa with a digital video of the winning Approved Videos in high-resolution format no smaller than four (4) megapixels. Such high-resolution digital video must be submitted on a PC compatible CD-ROM.

Winner Notification and Collection of Prizes

30. Visa will notify all winners by email or telephone (to be decided at Visa's discretion) within twenty-one (21) days after the End Date (the "Notification"). Visa shall not be liable for late, lost, misdirected or unsuccessful efforts to contact and notify prize winners.

31. The identity of the winners will also be announced on the Contest Website within fourteen (14) days after the winners have been selected. Visa may additionally request that prize winners turn up for a photo shoot at which their photos will be taken, and Visa reserves, and each participant upon his/her participation in the Contest grants Visa, the right to use such photo/s, the winner's name and such other Personal Details as Visa may deem appropriate to use, (including, without limitation, the right of Visa to use said items for publicity purposes and communications related to the Contest and/or Visa generally on websites, during presentations, on or in any printed or video materials, or in any other mode), Provided That such use shall be to the extent permitted by law. In accordance with the foregoing, you grant to Visa (upon your participation in the Contest) an irrevocable, royalty-free license to use the copyright and all other intellectual property rights of whatever nature in such abovementioned items and for the uses and in such manner as described above.
32. Visa may request a winner to verify his/her age and that he/she is a Visa cardholder, failing which Visa reserves the right (to be exercised at its sole and absolute discretion) to select a new winning Entry in replacement of the winning Entry whose participant failed to satisfactorily provide the aforesaid verifications to Visa upon request.
33. The distribution of prizes shall be as follows:
- (i) Prize money awarded in accordance with Clause 22 hereof shall be credited, as provided therein, into the winner's Visa card account via the Visa Money Transfer service; and
 - (ii) Travel-related prizes are to be collected as indicated in the Notification to winners (which will contain collection instructions where the prize awarded is a travel-related prize) and must be collected within one (1) month of the Notification, failing which the prizes will be forfeited (such forfeiture to be determined at the sole and absolute discretion of Visa in accordance with the relevant local laws and regulations).
- In respect of (i) and (ii) above, no right to compensation premised upon an erroneous transfer of the prize money or a forfeiture of the prize shall accrue nor be paid to a winner who, in the case of (i), fails to provide his/her relevant Personal Details accurately to Visa and ensure that Visa is updated accordingly if such Personal Details become outdated, or, in the case of (ii), fails to claim the prize in accordance with the collection instructions provided in the Notification.
34. Visa reserves the right not to make any award Provided That there is reasonable cause for such withholding of the award of the prize to a prize winner, which shall include but not be limited to non-compliance with any of the terms and conditions herein.

Liability

35. Visa shall not be liable for any copyright violations by participants and does not guarantee the legality of the videos entered in the contest or displayed on Visa's Contest Website or otherwise distributed in any form of communication.
36. Visa makes no warranties or representations whatsoever and whether express or implied, in respect of the Contest Website or any of its contents (including but not limited to the merchantability or fitness for a particular purpose of the prizes or in relation to whether the content and delivery of the Contest Website is free from errors, bugs or viruses, uninterrupted or repairable if damaged or impaired).

37. Visa shall not be liable for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the internet or at any website, or any combination thereof, (including but not limited to) any injury or damage to your or any other person's computer related to or resulting from participation in the Contest.
38. You (including your heirs, executor and/or administrators) hereby agree to indemnify fully and hold Visa and each of Visa's representative offices, authorized agencies and sponsors and the directors, officers, employees and assignees thereof (the "Indemnified Parties") harmless from and against any and all claims, loss, liabilities or damage (including but not limited to economic loss, damage to any property or injury to or death of any person and any legal costs) that may be suffered or incurred by any of the Indemnified Parties arising whether directly or indirectly from:
- (i) any negligent act or omission or willful default, misconduct or fraud by you; or
 - (ii) any action, claim, loss, damage, cost and expense whatsoever brought against, suffered or incurred arising from or in connection with any breach of the terms and conditions hereunder (including, without limitation to the generality of the foregoing, a breach of the representations, warranties, undertakings, agreements or acknowledgements under Clause 16 hereof) by you.
39. Notwithstanding anything in these terms and conditions, Visa reserves the right at any time and at its sole and absolute discretion to determine and/or amend, by addition to, deletion from or variation of, these terms and conditions without prior notification, including but not limited to the terms and conditions concerning eligibility for the Contest, criteria for the Contest and the selection of winners.
40. Neither Visa nor Visa's representative offices, authorized agencies or any other associated sponsors associated with the Contest shall be held liable for any failure or omission to carry out the Contest in accordance with these terms and conditions or for any loss or damage suffered by you, if such failure, omission, loss or damage arises out of or in connection with any event of force majeure, including without limitation any calamity or conditions, acts of God, war or warlike hostilities, civil commotion, riots, blockades, embargoes, sabotages, strikes, fires, lockouts, shortages of material or labor, terrorist activity, epidemic, quarantine restrictions, health risk or any defect, failure, or any other occurrence beyond the reasonable control of Visa, Visa's representative offices, authorized agencies or any sponsor associated with the Contest, as the case may be.

Miscellaneous

41. Visa collects your Personal Details in order to conduct the Contest, and may pass that information to its related bodies, corporations and agencies assisting with the Contest, which may furthermore be located outside Singapore. More information on Visa's privacy policy is available at <http://www.visa-asia.com/ap/sea/general/privacy/index.shtml> and upon your participation in the Contest, you shall be deemed to have read and understood the contents thereof.

42. By participating in the Contest, you consent to the public disclosure of your Personal Details including your name, video, biography and other identification details, etc., for the publicity purposes of Visa in relation to the Contest or otherwise, and without payment or compensation there-for.
43. Visa's decisions shall be final and binding. No discussions, correspondence or appeals shall be entertained in relation thereto.
44. In the event of any inconsistency between these terms and conditions and any brochures, marketing or other promotional materials or communications relating to the Contest, these terms and conditions shall prevail.
45. The Contest and these terms and conditions shall be governed by and construed in accordance with any local laws as may be applicable to you, and by participating in the Contest, you submit to the exclusive jurisdiction of the courts of Singapore in the determination of any matter or dispute arising in connection therewith.

Updated: 12 January 2009