
Terms and Conditions for participating in the "COKE ZERO contest"

Article 1. Organizing Company

COCA COLA FAR EAST LTD (SINGAPORE BRANCH) (Regn No: **3546/F-W**), a a branch office incorporated in the Republic of Singapore and having its registered office and a place of business at 457 Jalan Ahmad Ibrahim, Singapore 639933, is organizing a contest without any purchase obligation (hereinafter referred to as the "Contest") via the internet network including the www.eyeka.asia website, owned by Eyeka Asia Pacific (hereinafter the "Eyeka Website").

COCA COLA FAR EAST LTD (SINGAPORE BRANCH) is hereinafter referred to as the Company.

Article 2. Participation in the Contest

2.1

All promotional materials, including the brief and details on the Contest page on Eyeka Website form part of these Terms and Conditions.

Entry into this Contest confirms acceptance of these Terms and Conditions and the Company's decision. Failure to comply may result in disqualification from the Contest. By submitting entries for the Contest, all contestants agree to be bound by these Terms and Conditions and all amendments, additions, replacements and modifications hereto, which shall be final and binding in all respects.

2.2

The Company hereby grants to each of the contestant a royalty-free, non-exclusive license to use such intellectual property provided ('TCCC Trademarks'), including logos, tradenames, slogan, music, lyrics for the sole purpose of creating videos ('Works' or each a 'Work') for this Contest. The contestants each shall not use or display any TCCC Trademarks in a manner, which is disparaging or detrimental to its interest. The contestants acknowledge that the TCCC Trademarks shall be used strictly in the manner that they are provided and no modification is permitted except for reasonable trimming and cropping them to fit the Works.

The contestants acknowledge and agree that the right to use the TCCC Trademarks shall be limited to the creation of the Works for the purpose of this Contest. Unless expressly provided, nothing herein shall be deemed to confer on any contestant any right to use any TCCC Trademarks in any other form, manner or for any other purposes including reproduction or communication of such Works. All goodwill arising from the use of TCCC Trademarks shall inure to the benefit of The Coca-Cola Company who shall be entitled to enforce the terms of the Contest in so far as they relate to the TCCC Trademarks, for the purposes of the Singapore Contracts (Rights of Third Parties) Act, Cap. 53B.

2.3

The Contest consists of A VIDEO CONTEST which shall be submitted, including but not limited to, onto the Eyeka Website to a final Jury where 1 (one) final winner will be selected.

The dates for participating in the Contest are from **4 March 2009 through to 1 May 2009 AT 11.59PM (GMT+8)**.

2.4

This Contest is open to all citizens and residents of Singapore and is valid in Singapore only. Contestants below 18 years of age are required to obtain their parent's/guardian's consent for participation and provide the same to the Company. By participating in this Contest, such consent shall deem to have been obtained. The Company's failure to request evidence of such consent is not a waiver of the contestant's obligation to obtain and provide the specific consent stipulated. This consent should read as follows:

"I undersigned Mr/Mrs. xxx, is the parent or guardian of (child's name) and am fully authorised to enter into this agreement on his/her behalf. I have read the Terms and Conditions for this Contest and agree to (child's name)'s participation in accordance with the Terms and Conditions.

*Place and date of signatory
Signatory"*

The Company shall be entitled to disqualify the contestant in case the latter could not provide such signed authorization.

2.4

Participation in the Contest is subject to having first created a user account on the Eyeka Website. When the personal account is created, the user consents to Eyeka Website's Site Usage Agreement and adds the information requested: full name, address, telephone number, and valid e-mail address. This information should be current and allow the Company to identify the winner quickly and correctly.

Participation in the Contest also constitutes permission to the Company to use the contestants' names and personal particulars for the purposes of marketing, advertising and trade without compensation to the respective contestants, by way of electronic mail, direct marketing or otherwise.

2.5

The employees of the Company and of Eyeka, as well as their relatives (parents, children, and spouse) cannot participate in the Contest.

2.6

The number of **videos** or Works submitted to the Contest shall not be limited. All charges and related costs incurred in participating in this Contest shall be at the sole expense of the contestant.

2.7

To participate, the contestants must:

- Remotely transfer/upload their Works to the Eyeka Website from their personal web page,
- Select the Works to be submitted,
- On the page view, click on "Submit to a Group",
- Select the group "Coke Zero Call for Entries".

2.8

Contestants acknowledge and agree that their Works may be uploaded onto Company's website and third party websites for the purpose of this Contest and hereby give their express consent thereof.

Article 3. Details of the videos /animations

Specifications for uploaded files are as follows:

Video:

- FLV, AVI, MOV, MPEG files (to be uploaded on the Eyeka's website
- MPEG, AVI resolution format for the Winner after closing competition.

Furthermore, the contestants undertake to abide by all the terms and provisions related to the Contest available on Eyeka's Website and more precisely on the page of the Contest.

Notwithstanding the successful submission or receipt of entries or any participant's eligibility in this Contest, the Company reserves the right to determine whether any contestant should be disqualified without notice, by reason of failure to abide by these Terms and Conditions, bad faith, or any other valid reason.

Article 4. Selection of the winner

4.1

One unique winner of the Contest (“Winner”) will be selected by a panel of judges (“Jury”), members of which shall be determined by the Company. The Jury’s decision is final and no communication shall be entertained.

The Works will be judged on the basis of aesthetics, originality, composition, framing and consistency with the Contest. In the event that a Work does not meet the required quality criteria, such Work shall be rejected.

The Winner will be selected and notified by the Company by post no later than two months after the Call For Entries ends.

4.2

The Winner shall only be selected if at least 20 **entries** meeting the judging criteria and respective details described in these rules and on the Eyeka Website have been submitted and uploaded.

The Contest may end up with no Winner if fewer than 20 entries were received at the end of the Contest. The minimum quantity of 20 **entries** is justified by the need to have a reasonable pool of entries to select the Winner on a fair basis.

Article 5. Prizes

5.1

The Winner shall be awarded the prize of SGD 10,000 and the winning Work shall be broadcast on local media (“Prize”).

Prize is non-transferable and cannot be redeemed for cash or credit, in whole or in part.

If the prize as described in these Terms and Conditions are not available, the Company reserves the right, at its sole discretion, to substitute the prize awarded with a prize of equivalent value for any reason.

5.2

The Winner shall be required to sign a copyright assignment and release agreement (“Agreement”) in the form required by the Company to claim the Prize no later than **31 July 2009**. Parental consent is required on such Agreement for Winner under 18 years of age. Non compliance of this requirement will result in disqualification and an alternative (the next winner) will be selected.

The Agreement requires the Winner to assign and transfer to the Company, all worldwide right, title, and interest in the winning Work, and all other intellectual property rights of whatever nature in such winning Work, including the copyright therein, together with the right to make any changes, adaptation, or modifications to the winning Work for the purposes of marketing, advertising, promotional, publicity exercise and trade without compensation to the Winner. The Winner further releases and discharges the Company against all claims which the Winner may have or which may arise out of the rights granted to the Company in relation to this Contest.

The Winner shall do all things and execute all documents necessary or as may be required by the Company to enforce any of the rights promised to the Company herein.

Article 6. Intellectual property and promotional issue

6.1 By participating in this Contest, the contestants grant the Company the right to use their Works on an exclusive basis for promotional purposes including marketing, advertising, promotional exercises, internal and external communications, public relations and corporate communication with respect to or in connection with this Contest or otherwise.

Contestants acknowledge that the use of the respective Works by the Company within such framework helps promote their Works and shall be deemed as the compensation for the grant of rights. Thus contestants expressly agree to grant this licence on a free basis and acknowledge that the use of the Works by the Company within the framework of the licence releases and discharges the Company against all claims which a Contestant may have or which may arise out of the license granted to the Company.

The licence granted by the contestants includes the following:

- The right to reproduce or cause the reproduction of the Works, in whole or in part (including pictures, screenshots, movie sequences, dialogues, characters, illustrations) on a temporary or permanent basis, either together with or separately from other photographic works, audiovisual works or illustrations, whether of an identical or different genre, including music, by computer methods using digital methods, including hard drives, databases, internet (website, site intranet, extranet site), computer servers;
- The right to communicate or cause the communication of the Works, by communication to the public, in whole or in part, either together with or separately from any other photographic works, audiovisual works or illustrations, of an identical or different genre, by showing to the public via the following media, such as online networks and websites, intranet, extranet (including sites published by the Company), Internet promotional media such as newsletters, headers, by software, digital networks, services and telecommunications, interactive or not, for communication to the public via broadcasting on demand (e.g. video on demand) and via streaming involving temporary reproduction, with no possibility for the viewer to download the Work, by showing on the screens of mobile phones, fixed telephones, computers, via every communication channel (fixed telephone line (analog line, xDSL), mobile telephone line (GSM, I-mode, GPRS, UMTS, Edge, 3G, 3G +, etc..), cable, fiber optic, satellite, Wi - Fi etc.).

This licence includes the right to use any currently existing or future methods and processes to broadcast the Works on Internet networks.

This licence is granted on a worldwide basis.

6.2 Restrictions of use

Subject to Article 5.2, the Company's use of any Contestant's Works is limited to the right granted under the aforementioned Article 6.1. The licence granted to the Company does not allow the Company to commercialize, to distribute the Works or copies of the Works. Any resale, exchanges, hiring of the files, transfer to a third or download is strictly prohibited.

Save where expressly excluded, the contestants each shall retain the copyright on their respective Work (including pictures, screenshots, movie sequences, dialogues, characters, illustrations). Notwithstanding the foregoing, the contestants each agree, warrant and undertake that their respective Works shall be used strictly on a non-commercial basis. Notwithstanding anything in this agreement and without prejudice to the generality of clause 2.2, nothing herein shall vest in the contestants any intellectual property rights in or over any of TCCC Trademarks.

Article 7. Publicity

Contestants who get to be designated as Winner authorize the Company to use and publish their name, first name, age, location, likeness for promotional purposes in any media, and the Winner agrees to cooperate with the Company and participate in such activities including recording, filming, interviews, photography sessions organised in relation to the Contest and its publicity thereof (including, without limitation, press conferences, and media presentations), without further payment or compensation.

Article 8. Warranties

The contestants each warrant that the Company shall peacefully enjoy and exercise all of the rights attached to the Videos. Each contestant must own all property rights (including copyrights) to the Works submitted for the Contest. The contestants each warrant that they are the sole proprietors of the intellectual property rights granted to the Company. In the event the contestants are not the sole proprietor of the aforementioned rights, they irrevocably warrant to the Company that, before making the Works available, they obtained all of the authorizations and rights required for the licence in writing from all proprietors of intellectual property rights to the Works or from the copyright collecting societies representing such proprietors allowing the contestants to make commitments in its own name and, where applicable, in the name and on behalf of the aforementioned individuals. In this respect, the contestants irrevocably undertake to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

Contestants each warrant that they have obtained written permissions of all the people represented on the Works, or of their contractual or legal representatives, in order to use their image, allowing the contestants to make commitments in its own name. The contestants irrevocably undertake to provide the Company at any time, at its request, with written proof or a copy of all written documents confirming such authorizations.

Contestants each warrant and represent that the respective Works created will be (1) original and (2) proper, constructive and relevant and will not contain any item that may be unlawful or otherwise unfit for publication, including but not limited to elements that (a) may be defamatory or injurious to another person or entity, (b) may cause harm to any person or property or otherwise defame or harass any person or organization, (c) may violate any legal rights of any person (including right to privacy or publicity), (4) are pornographic, obscene, profane, vulgar, indecent, or threatening, (5) are culturally, ethnically, or otherwise objectionable, or (6) suggest or encourage any illegal activity.

The contestants shall each indemnify and hold the Company and Eyeka Asia Pacific harmless from and against any and all claims, demands, suits, actions or causes of action (whether or not groundless), liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or in connection with (i) the breach of any representation or warranty made by the contestants in Article 8 hereof, (ii) the breach of any obligation of contestants under these terms and conditions and (iii) the Company's approved use of any of the contestant's Works or any other merchandise or materials furnished by any of the contestants hereunder. The Company may at any time and without notice withdraw from the Contest all contestants that breach the stipulations regarding warranties.

Article 9. Responsibility and Liability

Eyeka Asia Pacific makes no guarantee regarding the protection of any digital content published on its platform as no online digital content can be fully secured against piracy.

The Company, its affiliates, subsidiaries and related companies and Eyeka Asia Pacific may not be held personally liable for any damages of any kind without limitation direct, indirect, incidental, punitive and consequential damage arising out of or in connection with participation in the Contest, uploading any Works.

The Company, its affiliates, subsidiaries and related companies and Eyeka Asia Pacific may not be held liable for any difficulties related to the broadcasting or remote transmission of the Works.

In no event The Company, its affiliates, subsidiaries and related companies and Eyeka Asia Pacific may be liable for indirect damages such as revenue loss, data loss, customer loss, financial or commercial damages, commercial troubles, loss of earnings, or immaterial damage of any kind. Contestants are responsible for saving a backup copy of all files and data they wish to retain

In the event of force majeure, the Company reserves the right to cancel, shorten or suspend the Contest before the end of the participation period. If so, the Company undertakes to warn the contestants at least 24 hours in advance by publishing flash news on the Eyeka Website.

Under this clause, contestants will not claim any compensation, from Eyeka Asia Pacific and/or the Company, its affiliates, subsidiaries and related companies, for any direct or indirect damages of any nature whatsoever, suffered during the organization of this Contest.

Indemnity

By participating in this Contest, all contestants (including the prize winners) agree to release and hold harmless the Company and Eyeka Asia Pacific from any and all liability whatsoever for any injuries, losses or damages of any kind to any person or property arising from or in connection with, either directly or indirectly, (i) the awarding, acceptance, receipt, possession, use and/or misuse of any of the prizes or parts thereof awarded pursuant to the Contest, or (ii) the participation in the Contest or any prize-related activities, (iii) the broadcasting of the Works by the Company and Eyeka Asia Pacific.

Article 10. General Clauses

10.1

Contestants assume liability for any injury or damage sustained, or claimed to be caused by participating in this Contest. The Company, its affiliates, subsidiaries, related companies, officers, employees and agents are not liable for any loss, damage, injury or claim by or to any person in connection with this Contest.

10.2

Promoter reserves the right to amend these Term and Conditions without giving prior notice

10.3

Nothing in this agreement shall be construed to create any duty to, standard of care with respect to, or any liability to any person who is not a party to this agreement except to The Coca-Cola Company. Without limiting the generality of the foregoing, except The Coca-Cola Company, a party who is not a party to this agreement, shall have no right under the Singapore Contracts (Rights of Third Parties) Act, Cap. 53B to enforce any provision of this agreement.

10.4

Each provision of this agreement is independent and the validity of any provision shall not affect the validity of any other provisions of the agreement.

10.5

For enquiries, please email: community.asia@eyeka.com

Article 11. Applicable Law and Jurisdiction

For this website, any interpretation of its content, claims or disputes (of whatever nature and not limited to contractual issues) shall governed by the laws of the Republic of Singapore and all contestants agree to submit to the exclusive jurisdiction of the Singapore Courts.

4. Agrees to execute any further documents which may, in the reasonable opinion of the Company, prove necessary to perfect the rights of the Company in the copyright to the Winning Work; and
5. Agrees to procure each of its agents, representatives, and sub-contractors, as appropriate, who prepared the Winning Work to assign and transfer by signing a form substantially similar to the one attached all right, title and interest in the Winning Work, including the copyright therein to the Company.
6. Agrees to release and discharge the Company against all claims which the Creator may have or which may arise out of the rights granted to the Company herein.
7. Agrees to indemnify and hold the Company harmless from and against any and all claims, demands, suits, actions or causes of action (whether or not groundless), liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) arising out of or in connection with any breach of any agreement, representation and warranty made herein by the Winner.
8. Save for The Coca-Cola Company, a person not party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act (Cap. 53B)(and as the same may be modified, adapted or supplemented from time to time) to enforce any term of this Agreement, the application of which legislation is hereby expressly excluded.
9. This Agreement shall be governed by the laws of Singapore and the parties hereby agree to subject to the exclusive jurisdiction of the Singapore Courts.

IN WITNESS WHEREOF, the parties have executed this instrument on the date indicated above.

<p>Signed for and on behalf of the Creator Coca-Cola Far East Ltd (Singapore Branch)</p> <p>_____ Name: _____ Date _____</p> <p>IN THE PRESENCE OF:</p> <p>_____ Signature of Witness:</p> <p>Name: _____ Address: _____ _____</p>	<p>Signed for and on behalf of the Company Coca-Cola Far East Ltd (Singapore Branch)</p> <p>_____ Name: _____ Position _____ Date _____</p> <p>IN THE PRESENCE OF:</p> <p>_____ Signature of Witness:</p> <p>Name: _____ Address: _____ _____</p>
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