Prize Competition Terms and Conditions

1. The Firm

The firm is Bird & Bird of 4th Floor, Three Pacific Place, 1 Queen's Road East, Hong Kong ("Firm").

2. The Competition

The title of the competition is 'How Bird & Bird are you?'.

3. How to Enter

- 3.1 The competition will run from 14:00 Hong Kong time on Saturday 30 September 2017 (the "**Opening Time**") to 17:00 Hong Kong time on Tuesday 31 October 2017 (the "**Closing Time**").
- 3.2 All competition entries must be uploaded on your Instagram page including the hashtag @twobirdslaw by no later than the Closing Time. All competition entries uploaded after the Closing Time are automatically disqualified.
- 3.3 To enter the competition:
 - 3.3.1 You shall visit the Firm's booth in the Hong Kong Law Fair 2017 ("**Booth**") between the Opening Time and the Closing Time and collect our AR enabled card.
 - 3.3.2 You shall download the AR application and take a picture of the Firm's logo generated by the AR code, in electronic form, clearing showing the Firm's logo between the Opening Time and the Closing Time ("**Picture**").
 - 3.3.3 You shall upload the Picture to your Instagram page and shall hashtag the Picture on the Firm's Instagram page by the Closing Time.
- 3.4 The Firm will **not** accept:
 - 3.4.1 responsibility for competition entries that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - 3.4.2 proof of transmission as proof of receipt of entry to the competition.
- 3.5 By submitting a competition entry, you are agreeing to be bound by these terms and conditions.

4. Eligibility

- 4.1 The competition is only open to students majoring in law in a recognised university in Hong Kong.
- 4.2 In entering the competition, you confirm that you are eligible to do so and eligible to claim the prize. The Firm may require you to provide proof that you are eligible to enter

the competition.

- 4.3 The Firm will not accept competition entries that are:
 - 4.3.1 automatically generated by computer;
 - 4.3.2 completed by third parties or in bulk;
 - 4.3.3 illegible, have been altered, reconstructed, forged or tampered with;
 - 4.3.4 photocopies and not originals;
 - 4.3.5 incomplete; or
 - 4.3.6 content which is, or is in the opinion of the Firm, offensive, derogatory, discriminatory, sexual, violent, threatening or defamatory, or in any way brings, or may bring, the Firm's name into disrepute.
- 4.4 There is a limit of one entry per person. Entries on behalf of another person will not be accepted and joint submissions are not allowed.
- 4.5 If you submit more than one entry, the first entry in time received by the Firm between the Opening Time and the Closing Time will be regarded as the only eligible competition entry.
- 4.6 The Firm reserves all rights to disqualify you. To protect the integrity of the competition, the Firm reserves the right to verify the validity of entries and to disqualify any entry whom the Firm believes does not satisfy the entry requirements or has, or may have tampered with the entry process or submitted an entry otherwise in accordance with these terms and conditions.

5. Winner Announcement

- 5.1 The winner of the competition will be announced on TwobirdsLaw Instagram account on Friday 3 November 2017 (Announcement Date).
- 5.2 The decision of the Firm is final and no correspondence or discussion will be entered into.
- 5.3 The Firm will contact the winner personally as soon as practicable after the Announcement Date, using the electronic means, including but not limited to, instant message on Instagram or electronic mail, provided with the competition entry.

6. The Prize

- 6.1 This competition is a game of skill. Chance plays no part in determining the winner.
- 6.2 The competition entries will be judged by a panel of three judges from the Firm. The decision of the panel of judges will be final.
- 6.3 The prize is HK\$500 of SOGO vouchers and Four are available to be won.

- 6.4 You will be responsible for ensuring that you are available to collect the prize from the Firm. If you are named as a winner, you should contact the HR team via <u>hk.recruitment@twobirds.com</u> to arrange collection of your prize.
- 6.5 The prize is subject to availability. There is no cash alternative for the prize.
- 6.6 The Firm reserves the right to replace the prize with an alternative prize of equal or higher value if circumstances beyond the Firm's control make it necessary to do so.
- 6.7 The prize is not negotiable or transferable.
- 6.8 In order to claim the prize you must contact our HR team via <u>hk.recruitment@twobirds.com</u>.

7. Claiming the Prize

- 7.1 If you are the winner of the prize, you will have 30 calendar days from the Announcement Date to claim the prize by personally attending the office of the Firm. If you do not claim the prize by this date, your claim will become invalid.
- 7.2 The prize may not be claimed by a third party on your behalf.
- 7.3 The Firm will make all reasonable efforts to contact the winner. If the winner cannot be contacted or is not available, or has not claimed their prize within 30 calendar days of the Announcement Date, the Firm reserves the right to offer the prize to the next eligible entrant selected from the correct entries that were received before the Closing Time.
- 7.4 The Firm does not accept any responsibility if you are not able to take up the prize.

8. Limitation of Liability

Insofar as is permitted by law, the Firm will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of your entering or making any effort in entering this competition or taking up the prize except where it is caused by the negligence of the Firm, or that of its employees. Your statutory rights are not affected.

9. Intellectual Property Rights

- 9.1 You warrant that your entry is original and does not infringe the intellectual property rights of any third party.
- 9.2 By entering this competition, you grant the Firm and its licensees and assignees a non-exclusive licence to exercise all rights in perpetuity throughout the world in any and all materials submitted to the Firm by you as well as any recordings, photographs, extracts or other content taken of you by the Firm during your participation in the competition ("**Materials**"). This includes, but is not limited to, publishing the Materials in all media and formats whether now known or hereafter invented throughout the world in perpetuity, including but not limited to the right to display the Materials or any part of the Materials in whole or in part in any media, including but not limited to on the website (www.twobirds.com), Facebook webpage, Instagram page and Twitter account of the

Firm, without compensation for this continued use.

10. Data Protection and Publicity

- 10.1 By entering the competition, you agree that any personal data provided by you with the competition entry may be held and used only by the Firm or its agents and suppliers to administer the competition.
- 10.2 If you are the winner of the competition, you agree that the Firm may use your name, image and Instagram account name to announce the winner of this competition.
- 10.3 You have rights to request access to or correction of personal data about you that is held by the Firm. To exercise your rights, please contact Selena Yan at <u>selena.yan@twobirds.com</u>.

11. General

- 11.1 If there is any reason to believe that there has been a breach of these terms and conditions, the Firm may, at its sole discretion, reserve the right to exclude you from participating in the competition.
- 11.2 The Firm reserves the right to hold void, suspend, cancel, or amend the prize competition where it becomes necessary to do so.
- 11.3 These terms and conditions shall be governed by the laws of Hong Kong, and the parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.