



## ATHENA SUPERLOOK CASTINGS 2020 (the "Casting") GENERAL TERMS AND CONDITIONS

### 1. INTRODUCTION

(i) IN ORDER TO USE THIS APPLICATION AND ENTER THIS CASTING, YOU MUST AGREE TO THESE TERMS AND CONDITIONS BY TICKING THE BOX "I HAVE READ AND ACCEPT THE TERMS AND CONDITIONS" WHEN YOU MAKE YOUR SUBMISSION.

(ii) This Casting is offered to you by IKON MEDIA Pte Ltd. located at 1 Scotts Road Shaw Centre Singapore 228208. In these terms and conditions, the organizer will be referred to as "we" or "us". You can contact us by writing to the address above or emailing us at: info@e-modelworld.com.

These terms and conditions govern (a) your use of the ATHENA SUPERLOOK application or such other application as may be utilized by us to promote the Castings (including any application made available in conjunction with a third party) (each an "**Application**" and collectively the "**Applications**") and (b) your Submission (as defined in paragraph 2(ii) below) (subject to acceptance of your Submission by us) to the Casting.

(iv) The Casting is being run in a number of different territories, and as such the Casting will be available through a website owned or controlled by us (each a "**Website**" and collectively the "**Websites**"). Further, the precise terms of the Casting in each territory may vary and each territory will each have some terms and conditions that only apply to them. Those terms and conditions will be set out in information included on the Application(s) or Website used for such territory's Casting and incorporated into these terms and conditions at paragraph 2 below. It is your responsibility to ensure that you have read, understood and comply with all information contained in these terms and conditions

### 2. CASTING TERMS

**The following terms apply to all entrants entering the CASTING within countries where no ATHENA SUPERLOOK contest is physically organized:**

(i) Name of Casting: Athena Superlook 2020.

(ii) Method of Entry: In order to enter the Casting, you must (a) upload two (2) photographs of yourself as follows: one headshot and one full body shot (b) provide [any other content stipulated in the this paragraph 2] (collectively your "**Submission**"). You should upload your Submission into the participation form on the Application or Website (as applicable). If we receive a Submission from you which is corrupted, incomplete or otherwise deficient, we may not be able to enter you into the Casting. Proof of uploading your Submission will not be accepted as proof of entry.

In order to enter the Casting via an Application, you will be required to create a profile on Facebook ([www.facebook.com](http://www.facebook.com)) or Twitter ([www.twitter.com](http://www.twitter.com)) and authorize the Application by clicking on the icon which appears on your screen in the form of a pop-up. Any subsequent connection to your Facebook or Twitter account will automatically allow access to the Application only if you have authorized it beforehand. Please note that Facebook or Twitter cannot be held liable for any aspect of this Casting and the Casting is not sponsored, endorsed or otherwise associated with Facebook and Twitter.

(iii) Prize: Details of any prize(s) offered will be set out in paragraph 2(iv) below (the "**Prize**"). Travel, accommodation, expenses, charges and travel insurance may not be included as part of the Prize unless we indicate otherwise. If the Prize involves foreign travel, please ensure that you hold a full and valid passport. We are not able to accept liability for your failure to travel as a result of an invalid passport or visa or other necessary documentation.

(iv) Not applicable

(v) Specific Casting Restrictions: In order to participate in the Casting, you must comply with the following restrictions:

(a) This application is open to women only

(b) Women have to be aged 18 to 24 by the end of the current year

(c) Women must be at least 170cm in height.

(d) Only one entry per person is allowed to the Casting and multiple entries may result in you being disqualified from the Casting.

(vi) Casting Period: Entries must be received between May 1st 2020 and August 31st 2020 ("Casting Period"). Any entries received before or after the Casting Period (for whatever reason) may not be valid.

(vii) Winner Selection: One or several winner(s) can be selected to be the potential representative of her country during the International Final of Athena Superlook 2020 TV Series. If you are a winner, you will be notified within ten (10) days of the Casting closing date. A list of all winners will be included on the Athena Superlook Website. We will have the final overall decision over winner selection and this decision is final. No correspondence will be entered into.

### **3. YOUR SUBMISSION**

(i) Your Submission must comply with the following rules:

(a) It must not be obscene, offensive or pornographic;

(b) It must be a true and accurate image of you;

(c) It must not use material and/or content which would infringe the rights of any other person;

(d) You must have all necessary rights and consents to provide the Submission to us; and

(e) It must not contain the image or other personal details of any other person.

(ii) We reserve the right to accept or refuse or cease to use any submission which we believe contravenes these rules.

### **4. PUBLICITY**

You agree to take part in reasonable Casting publicity (during the relevant Casting Period and thereafter) requested by us and you agree that you may be filmed, photographed or otherwise recorded by us or other third parties for this purpose. You agree that your name, likeness, voice and statements may be published throughout the world in any media now known or in the future devised in connection with your participation in the Casting and/or in the exercise of advertising, publicity and marketing rights undertaken by us.

I understand and agree that, you will also send me information by email and/or SMS about existing and new services and special offers. you also will be entitled to transfer my data to third parties with whom you have a contractual relationship (partners, sponsors of Athena Superlook ...) so that I may receive special offers or other information from them.

## **5. LICENCE TO USE THE APPLICATION**

(i) We grant you a personal, non-exclusive, non-assignable licence to use the Applications. You may not copy the Applications or reproduce them on any media or in any way. We do not transfer any property rights relating to the Applications (including the source code and object code) to you. You may not sublicense, assign, rent or otherwise transfer this licence to any other person. You may not reverse engineer, decompile, disassemble, modify, translate and/or make any attempt to discover the source code or create derivative works based on the Applications.

(ii) This licence will take effect from the date on which you first use an Application and, subject to any breaches by you, shall continue for the duration during which the Application(s) is made available by us. If we notify you of any breaches committed by you, you must immediately cease use of the Application(s).

(iii) This licence will also govern any and all updates or upgrades to the Applications or further versions of the Applications which we may provide, save where any such updated to upgrade is accompanied by a separate license agreement.

(iv) You shall not upload, publish or otherwise make available any content on the Applications which is obscene, defamatory, pornographic, offensive, racist or otherwise distasteful.

(v) The Applications may allow access to the contents or services of a third party. If you wish to access or use such third party content or services, you may be asked to accept additional terms of use provided by such third parties. We cannot be held responsible for the content or services provided by a third party over which we do not have control.

(vi) Subject to sub-paragraph (vii) below, the Applications and all relevant tools are provided "as is" with no warranties whatsoever as to their security, reliability and performance or as to their merchantability and fitness for any particular purpose. We shall not be responsible for any damage to your computer system or loss of data that results from the download or use of an Application. It is hereby acknowledged and agreed by you that we shall not be liable for any unlawful or unauthorized use of the Applications made by third parties. In no event shall we be liable for any loss, theft, forwarding, misuse, misappropriation or damage of any kind to or of information uploaded by you to the Applications (including your Submission) or for any direct, consequential, special, or indirect loss or damages suffered by you in relation to this Casting, whether in contract, tort or otherwise.

(vii) Nothing in these terms and conditions limits our liability for death or personal injury, for fraud or for any liability, which cannot be excluded by the law. These terms and conditions also do not affect the rights that are granted to use as a consumer by the law.

## **6. INTELLECTUAL PROPERTY**

(i) In consideration of us agreeing to enter you for the Casting, you hereby assign us full copyright and all other rights in your Submission for the full duration of copyright. You agree to carry out anything required by us to give effect to this



clause. We shall be entitled to assign, sub-license or otherwise transfer such rights to third parties.

(ii) We may use your Submission as we like and in any media (although we are under no obligation to use it at all) including (without limitation) on the Application(s), the Website(s) and for the purposes of promoting our business or the Casting.

(iii) Please note that we will not be able to return any photographs or other content that you provide to us as part of your Submission.

## **7. USE OF YOUR PERSONAL DATA**

(i) We will only use your data as set out in these terms and conditions and/or in accordance with our Privacy Policy which can be found set out below. Our Privacy Policy is deemed a part of these terms and conditions. Your personal data will also be used in accordance with Facebook's policies. It is your responsibility to ensure that you have read and understood these various terms and conditions and policies.

(ii) You agree that we may use your personal information for the purposes of running and promoting of the Casting, including, but not limited to (a) to keep our statistics up to date, (b) to organise castings for the TV Series and (c) to select the entrant who will take part in Athena Superlook 2020 TV Series.

(iii) You agree that we may use and disclose to third parties any information you provide to us (a) for the purposes of approving and enabling your participation in the Casting, and (b) in accordance with our Privacy Policy. We may also provide information in response to any request of any judicial, administrative or regulatory authority. You agree that we can share the information you provide to us with other companies in our corporate group, with our licensees who we have licensed to run the Casting in the various territories, with our carefully selected third party partners and with other third party organisations to whom we have outsourced our data collection functions.

(iv) The data that we collect from you may be transferred to, and stored at, a destination outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for us or for one of our suppliers. Such staff maybe engaged in, among other things, data collection functions, managing our database and providing support services. By submitting your personal data, you agree to this transfer, storing or processing. We will take all steps reasonably necessary to ensure that your data is treated securely and in accordance with these terms and conditions and this privacy policy.

## **8. DISPUTES**

In the event of any dispute regarding these terms and conditions, the Casting Information, mistake or dispute about the running of the Casting including the results or judging criteria, or the operation of any technical or communications systems (including the Application and the Website(s)), our decision shall be final.

## **9. GOVERNING LAW AND JURISDICTION**

These terms and conditions will be governed by the laws of Singapore and are subject to the non-exclusive jurisdiction of the courts of Singapore.



## **PRIVACY POLICY – ATHENA SUPERLOOK CASTINGS 2020**

We, Ikon Media Pte Ltd located at 14 Robinson Road Far East Finance Building 04585 Singapore, take the privacy rights of users of this application ("**Application**") and the websites owned and or operated by Ikon Media Pte Ltd ("**Websites**") very seriously and this Privacy Policy explains to you what information we collect about you in connection with your use of the Application and Websites and how certain information about you may be used, stored and processed.

**This Privacy Policy is incorporated in and subject to the terms and conditions set out above ("**Terms**"). By using the Application and the Websites, you expressly consent to the use of your Data in accordance with this Privacy Policy.**

The Application is not intended for children under 16 years of age and we do not knowingly collect personal information from children under this age.

**The definitions in the Terms shall apply to this Privacy Policy.**

### **1. Your Data**

"Your Data" means:

1. any information about you which is personally identifiable, including, without limitation, your name, date of birth, gender, email address, address, country of residence, user name, password, images and other information from which you can be identified and which you may disclose to us or otherwise via the Application and/or Websites at any time.
2. if you consent to "allow access" to your social networks accounts we will also collect and store basic account data and personal data provided from such social network accounts following your consent and this information may include data about your interests, friends, relationships and connections.

### **2. Collection of your Data**

We collect your Data when:

1. you register with the Applications and/or Websites;
2. you make a complaint or enquiry or provide other feedback to us;
3. you submit an entry to a questionnaire or survey, Casting or prize draw;
4. you disclose your Data to us or otherwise through the Applications and/or Websites at any other point;or
5. you visit the Application and/or Websites having provided your consent to "allow access" to a social network Application(s) and/or Websites.

### **3. Use of your Data**

We use your Data to:

1. process the registration of your online account and maintain your online account;
2. process and deal with any complaints or enquiries made by you;
3. monitor, develop and improve the Applications, the Websites and your experience, and tailor the Applications and the Websites to your specific preferences;
4. investigate any suspected breach of the Terms made by or otherwise relating to you;
5. where (and only where) agreed by you, to send you and keep you updated



- with information by email and/or SMS about existing and new services and special offers from us;
6. where you have submitted an entry to a survey or questionnaire, to publish the results of such survey or questionnaire; and
  7. where you are a prize winner, to publish or otherwise make available a list of prize winners.
  8. To opt-out of receiving any information pursuant to paragraph 3.5 you can:
    - (a). amend your preferences accordingly in your on-line account;
    - (b). use the facility contained in any such communication; or
    - (c). email us at [info@e-modelworld.com](mailto:info@e-modelworld.com)

#### **4. Passing on your Data to Third Parties**

1. We may pass on your Data to other parties as follows:
  - . to our employees and agents to administer your on-line account and orders (including, without limitation, providing customer and marketing services, data analysis and postal and email delivery services);
  - Ikon Media Pte Ltd and third party partners to provide the Applications and/or Websites to you or to promote the services offered by us or them which may interest you;
  - . some general statistical information about the Applications and/or Websites user base, sales patterns, traffic volumes and related matters may be passed on to reputable third parties but these details will not include information personally identifying you; or
  - . we may disclose your Data, without your consent, to the police, regulatory bodies or legal advisers in connection with any alleged criminal offence or suspected breach of the Terms by you or where required by law.
2. From time to time, we may ask you to participate in surveys designed to help us improve the Applications and/or Websites. Any Data provided to us in connection with any survey will be used only in relation to that survey, and will only be disclosed to third parties in non-personally-identifying form.
3. We reserve the right to transfer all Data in our possession to a successor organization in the event of a merger, acquisition, or bankruptcy or other sale of all or a portion of our assets. Other than to the extent ordered by a bankruptcy or other court, the use and disclosure of all transferred personally - identifying information will be subject to this Privacy Policy, or to a new privacy policy if you are given notice of that new privacy policy and are given an opportunity to affirmatively opt-in to accept it. Data submitted or collected after a transfer, however, may be subject to a new privacy policy adopted by the successor organization.
4. The third parties to whom we pass on your Data will be restricted by law or under the terms of our confidentiality agreements with such third parties from using your Data for purposes other than those set out in this paragraph 4.
5. We do not pass or sell your Data to third persons for any other purpose than those set out in this paragraph 4. Any marketing under paragraph 3 is conducted by us on behalf of third parties and they do not have any access to your Data unless you yourself choose to contact them.





## **5. Data Security**

1. We endeavor to take all reasonable steps to protect your Data. All the Data collected by us is stored on a secure server. The secure server software encrypts all information you input before it is sent to us.
2. We recommend that you protect your password, username and your computer from access by unauthorized users. We suggest that you change your password on a regular basis. Please ensure that you sign out when you finish using the Applications and/or Websites.
3. Unfortunately and notwithstanding paragraphs 5.1 to 5.2 above, the transmission of information via the internet is not completely secure. Although we will do our best to protect your Data, we cannot guarantee the security of your Data transmitted to the Applications and/or Websites; any transmission is at your own risk.

## **6. Cookies**

1. Cookies are small pieces of information stored by your browser on your computer's hard drive. We use cookies to allow us to understand who has seen which pages and advertisements and when, to determine how frequently particular pages are visited, to determine the most popular areas of the Applications and/or Websites and most popular Content and generally in order to monitor usage of the Applications. We also use cookies to enable us to customize your experience of the Applications and/or Websites and to target Content and advertising in accordance with your preferences.
2. Some advertisements on our Applications and/or Websites are provided by third parties. Our advertising partners may serve ads that they believe are most likely to be of interest to you, based on information about your visit to this and other websites (this information is anonymous in that it does not include your name, street address, e-mail address or telephone number). In order to do this, our advertising partners may need to place a cookie on your computer.
3. Most web browsers automatically accept cookies, though you do not have to. We do not control the use of cookies by third parties. If you wish to disable cookies then you can do so by readjusting your browser settings although please note that by disabling cookies you may not be able to register with or use all features of the Applications.
4. A "Web Beacon" is an object that is embedded in a web page that is usually invisible to the user and allows website operators to check whether a user has viewed a particular web page. We (or third parties authorized to act on our behalf) may use Web Beacons on the Applications and/or Websites to count users who have visited particular pages and to deliver co-branded services. Web Beacons are not used to access users' Data; they are a technique we may use to compile aggregated statistics about usage. Web Beacons collect only a limited set of information including a cookie number, time and date of a page view, and a description of the page on which the Web Beacon resides. You may not decline Web Beacons, however, they can be rendered ineffective by declining all cookies or modifying your browser setting to notify you each time a cookie is tendered and permit you to accept or decline cookies on an individual basis.

## **7. Access to and Updating your Data**

1. Where you are a registered online account holder, you may access and update

your Data contained in your online account by accessing the "Settings" section of the Applications. You must make sure that you update your Data as soon as possible with any and all relevant changes. You may also delete your registered online account and your Data from our system. Please note that you will not be able to access certain of the Websites if you delete your Data.

2. If you would like to receive a copy of your Data held by us, please email us at [info@e-modelworld.com](mailto:info@e-modelworld.com) we may charge you a small administration fee to comply with your request.

### **8. Location of your data**

We hold your Data in Ireland, where the Application servers are located. As set out in paragraph 4, we may pass onto Ikon Media Pte Ltd and affiliates or reputable third parties general statistical information about the Applications and/or Websites user base, sales patterns, traffic volumes and related matters but these details will not include information personally identifying you. In addition, we may need to share your information (including in some instances personally identifying information) with reputable third parties for the purposes described in paragraph 4.1.1 above. These Ikon Media pte Ltd or reputable third parties may be based outside the EEA and, by using the Application and the Websites, you expressly agree that we may transfer your Data outside the EEA solely for these purposes.

### **9. Other links**

Please be aware that the Applications and/or Websites may link to other web sites that may be accessed by you through our Applications and/or Websites. We are not responsible for the data policies, content or security of these linked web sites. We do not have any control over the use to which third parties may put your Data where you choose to purchase products or services or otherwise to contact them via this Applications and/or Websites. It is your responsibility to review the data policies, content or security of these linked websites.

### **10. Changes to this privacy policy**

We may change this Privacy Policy at any time by giving you notice or by publishing the modified Privacy Policy on the Applications and/or Websites. It is your responsibility to review this Privacy Policy (as amended by us from time to time). However, we will not use your Data for any new purposes without your consent. If any amendment to this Privacy Policy is unacceptable to you, you should cease using the Applications and/or the Websites. If you continue using the Applications and/or the Websites following notification of the modified Privacy Policy, you will be deemed to have accepted and will be bound by the modified Privacy Policy.

### **11. Contacting Us**

If you have any questions about our Privacy Policy or how we use your Data please contact us by email at [info@e-modelworld.com](mailto:info@e-modelworld.com)