

WhatSayYouth Community Terms & Conditions

PLEASE READ THESE TERMS & CONDITIONS CAREFULLY. BY ACCESSING WHATSAYYOUTH COMMUNITY (“**THIS SITE**”) AND/OR ANY CONTENT OR SERVICES THEREIN, YOU AGREE TO BE BOUND BY THESE TERMS & CONDITIONS. IF YOU DO NOT ACCEPT ANY OF THESE TERMS & CONDITIONS, PLEASE DISCONTINUE YOUR ACCESS TO THIS SITE AND/OR ANY CONTENT OR SERVICES THEREIN. WE MAY AT ANY TIME REVISE THESE TERMS & CONDITIONS BY UPDATING THIS VERSION. BY ACCESSING THIS SITE AND/OR USING ANY CONTENT OR SERVICES THEREIN, YOU AGREE TO BE BOUND BY ANY SUCH REVISIONS. PLEASE THEREFORE VISIT OUR WEB PAGE PERIODICALLY TO DETERMINE ANY CHANGES TO THESE TERMS & CONDITIONS.

1. Definitions

In these Terms & Conditions, unless the context otherwise requires, the following expressions will have the following meanings:

“**Agreement**”: these Terms & Conditions which may be revised by us at any time, without notice and in our absolute discretion.

“**Affiliate**”: any related or associate company of StarHub Ltd including their successors, assigns, employees and agents.

“**Content**”: any and all human readable audio and/or visual elements, including without limitation, any information, text, graphics, images, illustrations, photographs, animation, audio/visual works, designs, logos and other materials.

“**Personal Data**”: has the meaning ascribed to it in the Personal Data Protection Act 2012.

“**Relevant Person**”: any and all of StarHub, its affiliates and their respective directors, officers, employees, agents and contractors.

“**Services**”: any and all info-communications services or other services supplied by StarHub and/or its affiliates.

“**Site**”: the WhatSayYouth Community site (<http://www.whatsayyouth.com/>)

“**Site Services**”: any and all services provided by the Site, including but not limited to the bulletin boards, forums, blogs, articles and idea exchanges relating to StarHub products and services.

“**StarHub**”, “**we**”, “**our**” or “**us**”: StarHub Ltd (Reg. No. 199802208C) or any of its Affiliates and includes their successors, assigns, employees and agents.

“**Terms and Conditions of Access and Use**”: the Terms and Conditions of Access and Use of StarHub’s website and StarHub’s online services governing your use of all internet and internet-related services, which can be found at www.starhub.com, as may be amended from time to time.

2. Scope of this Agreement and Other Applicable Terms

2.1 This Agreement governs your use of the Site.

2.2 In addition to these terms, your use of this Site is governed by StarHub’s prevailing terms and conditions including without limitation StarHub’s General Terms & Conditions,

Service Specific Terms & Conditions, Terms and Conditions of Access and Use and Privacy Policy, which are available at www.starhub.com.

- 2.3 A breach of any of these terms and conditions may, in StarHub's sole discretion, result in termination of your account. We may, but have no obligation to, remove, edit, block, and/or monitor Content or accounts containing Content that we determine in our sole discretion violates these terms and conditions.
- 2.4 You understand and agree that StarHub cannot and will not be responsible for the Content posted on the Site and you use the Site at your own risk. If you violate the letter or spirit of these terms and conditions, or otherwise create risk or possible legal exposure for StarHub, we may stop providing all or part of the Site Services to you.
- 2.5 We prohibit crawling, scraping, caching or otherwise accessing any Content on the Site via automated and/or illicit means, including but not limited to, user profiles and photos (except where Content is accessed as a result of standard search engine protocols or technologies that are used by a search engine with StarHub's express consent).

3. Ownership and Intellectual Property

- 3.1 We are the owner and proprietor of this Site and the Services. The Site is offered to you by us as part of the Services for limited use, subject to the terms and conditions of this Agreement.
- 3.2 The Site contains content owned by StarHub and/or its licensors ("**StarHub Content**") and is protected by applicable copyright, trade mark, patent, trade secret laws and other laws. StarHub owns and retains all rights in the StarHub Content and the Site. You shall not remove, alter or conceal any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the StarHub Content and you will not reproduce, modify, adapt, prepare derivative works or adaptations based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the StarHub Content. Unless expressly permitted on this Site by us, you must not copy, distribute, publish, perform, modify, download, transmit, transfer, sell, license, reproduce, create derivative works from or based upon, distribute, post, publicly display, frame, link, or in any other way exploit any of the StarHub Content, in whole or in part. Any rights not expressly granted to you herein are reserved. Any violation of copyright laws and/or other intellectual property right laws may result in severe civil and criminal penalties.
- 3.3 "**StarHub**", the StarHub logo and all other trademarks, logos and service marks on this Site are trademarks and service marks belong to StarHub or its licensors (the "**StarHub Marks**"). All page headers, custom graphics, button icons and scripts may not be copied, imitated or used, in whole or in part, without prior written permission from StarHub. Any product, service or trade name other than those owned by StarHub which identify a third party as the source thereof may, even if not so indicated, be the service mark or trademark of that third party. Third party trademarks, logos and service marks used on this Site are used with the permission of their owners and all of their rights are reserved. Any unauthorised use of the StarHub Marks or any third party trademarks/logos/service marks is strictly prohibited.

4. Electronic Communications

You consent to receive communications from us electronically. You agree that all agreements, notices, disclosures and other communications which we provide to you electronically satisfy any legal requirement that such communications be in writing. Further, you waive any rights or requirements under any legal requirement in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records.

5. Your Account

- 5.1 We reserve the right to determine the applicable eligibility criteria for you to join, participate or continue in this Site.
- 5.2 You must keep and secure your login identification and password (collectively, “IDs”) as strictly confidential. You must take all measures (including but not limited to changing your password from time to time) to protect the confidentiality of your IDs. You must not allow any third party access to or use of such IDs. The security of your account is your own responsibility. You are solely responsible for all activities and transactions which occur under your IDs and/or account. We will not be responsible in any way if your IDs and/or account are misappropriated or used by a third party.
- 5.3 You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your IDs, account, followers, username, or any account rights.
- 5.4 We reserve the right to refuse access to the Site, or refuse or change or remove your ID(s) for any reason at any time. We will notify you of such refusal or removal.
- 5.5 If you discover or suspect that there has been any unauthorised use or disclosure of your ID(s) or that your account security has been compromised, you must immediately inform us and change your password.
- 5.6 You are solely responsible for maintaining records of all your activities and transactions carried out under your IDs and/or account. We are not obliged to provide any historical data and/or to assist in providing such data to you. Without prejudice to the foregoing, in the absence of fraud or manifest error, all our records relating to your account are conclusive evidence of the accuracy, completeness and truth of all matters stated therein. Our decision on all matters relating to the activities and transactions carried out under your IDs and/or account will be final and conclusive.
- 5.7 When creating your account or providing any information under your account, you must provide accurate and complete information.
- 5.8 We may, in our absolute discretion, suspend or terminate access to and/or use of your account or all or parts of this Site (or the Site Services) at any time and without notice or liability. In no event will we be liable for the suspension or termination of access to or use of your account or any of this Site (or the Site Services). We may also impose limits on the access to and/or use of certain features or portions of your account and/or this Site (or the Site Services), at any time and without notice or liability.
- 5.9 By using this Site, you represent that you are at least 18 years old of age and are fully competent to enter into this Agreement; and where you are below 18 years old you represent that you have obtained all relevant consents from your parents and guardians for your use and participation in this Site.

6. User Submitted Content

- 6.1 The Site would generally not but may include publicly accessible areas such as message board, forums, message profiles, and other features allowing you and other users to post Content that may be accessible by the public. For the avoidance of doubt, such Content shall include without limitation any message, data, images, text, photos, graphics, audio, video or other material that you post on publically accessible areas of the Site.
- 6.2 While you retain all lawfully owned rights to such Content, you grant StarHub a worldwide, royalty-free, perpetual, irrevocable, non-exclusive and fully licensable right and licence to use, reproduce, modify, adapt, publish, translate, perform, display and create derivative works (in whole or in part) of any Content that you may provide over the

Site. You also permit other users of the Site to access, display, view, store, distribute, reproduce and prepare derivative works of Content that you have included on publicly accessible areas of the site. You further agree that there shall be no payments, compensation or attribution made to you or to any other person or entity with respect to your posting or use of your Content and that full ownership of the derivative works will be vested in StarHub without you retaining or obtaining any rights, titles, interest or other claims save and except for the foregoing licence to use that has been granted by you to us under this Clause 6.2.

- 6.3 You are solely responsible for your conduct and any Content that you submit, post or display on the Site. You agree that StarHub is not responsible for, and does not endorse, Content posted within the Site. StarHub does not have any obligation to prescreen, monitor, edit, or remove any Content. If your Content violates these terms and conditions, you may bear legal responsibility for that Content.
- 6.4 Some of the Site may display advertisements and promotions, and you hereby agree that StarHub may place such advertising and promotions on the Site or on, about, or in conjunction with your Content. The manner, mode and extent of such advertising and promotions are subject to change without specific notice to you.
- 6.5 In the event that you post or submit to us any ideas, concepts, proposals, inventions, methods or techniques for new or proposed products and services ("**User Submitted Materials**"), you hereby grant us a perpetual, worldwide, irrevocable, unrestricted, non-exclusive, royalty free licence to use all such User Submitted Materials in any manner without compensation or attribution to you. You also grant us the right, at our sole discretion, to use your name in connection with the User Submitted Materials, and other information for the purpose of advertising, marketing and promoting material related to such material and information. Use of the User Submitted Material by us shall not require us to make payment or require the permission of you or any other third party. You represent and warrant that you own or possess all necessary rights to the User Submitted Materials. You agree and acknowledge that full ownership of the new or proposed products and services will be vested in StarHub without you retaining or obtaining any rights, titles, interest or other claims save and except for the foregoing licence to use that has been granted by you to us under this Clause 6.5.
- 6.6 Content (including User Submitted Materials) will not be regarded as confidential information and you waive all rights in the materials through your submission of any Content (including User Submitted Materials) on any publicly accessible areas on the Site. StarHub will not be liable for any use or disclosure of any Content you provide.
- 6.7 You acknowledge that the Internet may be subject to breaches of security and that the submission of Content or other information may not be secure.
- 6.8 You represent and warrant :-
 - (a) that you own or possess all necessary rights to the Content (including User Submitted Materials) that you post,
 - (b) that such Content is accurate and does not violate the terms in this Agreement or violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights, and will not cause injury to any third party,
 - (c) that you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on the Site, and
 - (d) that you have the legal right and capacity to enter into this Agreement in your jurisdiction. You shall defend and indemnify us from any breach of this warranty and any claims resulting from the Content provided by you.

- 6.9 You will not post any information or carry out any transactions relating to the sale, purchase and/or exchange of any items or goods over WhatSayYouth Community. You acknowledge and agree that we are not obliged to post or use any content that you may provide and we may remove your Content at any time at our discretion for any reason, without prior notice. StarHub will not be liable to you for any modification, suspension, or discontinuation of the Site Services, or the loss of any Content.
- 6.10 You may not post violent, nude, partially nude, discriminatory, unlawful, infringing, seditious, hateful, pornographic or sexually suggestive photos or other offensive Content.
- 6.11 You must not defame, stalk, bully, abuse, harass, threaten, impersonate or intimidate people or entities and you must not post private or confidential information on the Site, including, without limitation, your or any other person's credit card information, national identity numbers, non-public phone numbers or non-public email addresses.
- 6.12 You shall be solely responsible for your interaction with other users of the Site, whether online or offline. You agree that StarHub is not responsible or liable for the conduct of any user. StarHub reserves the right, but has no obligation, to monitor or become involved in disputes between you and other users.
- 6.13 You expressly acknowledge and agree that StarHub shall in no way be responsible or liable for any third-party services or features which may be available on the Site. Your correspondence and business dealings with third parties found through the Site are solely between you and the third party.

7. Guest Contributed Content

We may, from time to time, include articles or content that are provided by our guest contributors ("**Guest Contributed Content**"). Guest Contributed Content does not at any time represent our views and is provided without any representations and warranties, express or implied on our part. Prior to relying on any Guest Contributed Content, you are advised to seek your own independent advice from the relevant professional. Any reliance on such Guest Contributed Content shall be at your own risk.

8. No Right To Continued Access or Use

- 8.1 We may add, delete or disable Content or Site Services, and/or add, delete, disable or modify some or all of this Site, the Content therein and/or the Site Services, at any time, without notice and at our absolute discretion. You acknowledge and agree that we may suspend or terminate access to and/or use of all or parts of this Site, the Content therein and/or the Site Services at any time, without notice and at our absolute discretion. In no event will we be liable for the suspension or termination of access to any Content or Site Services or any functionality of this Site. We may also impose limits on the access to and/or use of certain features or portions of this Site and/or any Content or Site Services at any time, without notice and at our absolute discretion.
- 8.2 We may, at any time and without any notice, temporarily suspend this Site (or any Content therein or Site Services) for operational reasons such as repair, maintenance, upgrade or improvement of this Site (or the affected Content or Site Services) or because of an emergency. We may also modify this Site (or any Content or Site Services) in order to keep pace with the prevailing demands and technological developments, at any time, without notice and at our absolute discretion.
- 8.3 If we terminate your access to the Site or you deactivate your account, your Content and all other data will no longer be accessible through your account (even though your Content may continue to appear within the Site).

- 8.4 Upon termination, all licenses and other rights granted to you in these terms and conditions will immediately cease.

9. Your Responsibilities

You must:

- 9.1 provide accurate and complete information to us and inform us immediately of any changes in any particulars or information given to us including but not limited to any changes in address and/or contact particulars;
- 9.2 keep as confidential, and not to disclose to or discuss with any other person, any information which we designate to you as confidential information;
- 9.3 comply with all instructions, notices or directions issued by us;
- 9.4 not use this Site, any Content therein or any Site Services for any fraudulent, improper or illegal purposes. You agree to comply with all laws, rules and regulations applicable to your use of the Site and Content, including but not limited to, copyright laws;
- 9.5 not change, modify, adapt or alter the Site or change, modify or alter another website so as to falsely imply that it is associated with the Site or StarHub;
- 9.6 not create or submit unwanted email, comments, likes or other forms of commercial or harassing communications (or "**spam**") to any Site users;
- 9.7 not interfere or disrupt the Site or servers or networks connected to the Site, including by transmitting any worms, viruses, spyware, malware or any other code of a destructive or disruptive nature. You may not inject content or code or otherwise alter or interfere with the way any Site page is rendered or displayed in a user's browser or device;
- 9.8 not create accounts with the Site through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper; and
- 9.9 not attempt to restrict another user from using or enjoying the Site and you must not encourage or facilitate violations of these terms and conditions.

10. Conclusiveness of Records

- 10.1 In the absence of fraud or manifest error, all our records of all matters relating to this Site, the Content therein and/or the Site Services are conclusive evidence of the accuracy, completeness and truth of all matters stated therein.
- 10.2 Our decision on all matters relating to this Site, the Content therein and/or the Site Services will be final and conclusive.

11. Indemnity

You (and also any third party for whom you operate an account or activity on the Site) agree to defend, indemnify and hold harmless StarHub, its affiliates and their directors, officers, employees, agents and contractors, from and against any and all losses, damages, costs (including legal costs), expenses, claims, demands, proceedings and other liabilities, including without limitation, reasonable attorney's fees and costs, arising from or in any way connected with:

- 11.1 your use of and access to this Site, any Content therein and/or any Site Services;
- 11.2 your breach or alleged breach of this Agreement;

- 11.3 your violation of any third-party right, including without limitation, any intellectual property right, publicity, confidentiality, property or privacy right;
- 11.4 your violation of any laws, rules, regulations, codes, statutes, ordinances or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative and legislative authorities; or
- 11.5 any misrepresentation made by you.

This defence and indemnification obligation will survive this Agreement. You will cooperate as fully required by StarHub in the defence of any claim. StarHub reserves the right to assume the exclusive defence and control of any matter subject to indemnification by you, and you will not in any event settle any claim without the prior written consent of StarHub.

12. Limitation of Liability

- 12.1 THIS SITE, THE CONTENT THEREIN AND THE SITE SERVICES ARE PROVIDED ON AN "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS. YOU AGREE THAT YOUR USE OF THIS SITE (OR ANY CONTENT OR SITE SERVICES) WILL BE AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, STARHUB AND ALL OTHER RELEVANT PERSONS EXPRESSLY DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES IN CONNECTION WITH THIS SITE (OR ANY CONTENT, STARHUB CONTENT OR SITE SERVICES) AND YOUR USE THEREOF OR SECURITY ASSOCIATED WITH THE TRANSMISSION OF INFORMATION TO STARHUB OR VIA THE SITE SERVICES, INCLUDING WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM COMPUTER VIRUS AND NON-INFRINGEMENT. STARHUB MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY, USEFULNESS, RELIABILITY, QUALITY, SAFETY OR COMPLETENESS OF THIS SITE'S CONTENT OR THE SITE SERVICES AND SHALL NOT BE LIABLE IN CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE FOR (I) ANY ERRORS, MISTAKES, OR INACCURACIES OF ANY CONTENT OR SITE SERVICES, (II) ANY HARM, PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THIS SITE OR ANY CONTENT OR SITE SERVICES, (III) ANY UNAUTHORISED ACCESS TO OR USE OF STARHUB'S SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN, (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THIS SITE, (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THESE SITES BY ANY THIRD PARTY AND/OR (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR SITE SERVICES OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THIS SITE, EVEN IF THE FOREGOING (LISTED IN PARAGRAPHS (I) TO (VI)) WERE CAUSED BY STARHUB'S WILFUL, RECKLESS OR NEGLIGENT ACT, OMISSION AND/OR DELAY. STARHUB DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME ANY LIABILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THIS SITE OR ANY HYPERLINKED WEBSITE OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND STARHUB WILL NOT BE A PARTY TO OR IN ANY WAY BE LIABLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. STARHUB SHALL NOT BE RESPONSIBLE FOR THE ACTIONS, CONTENT, INFORMATION, OR DATA OF THIRD PARTIES, AND YOU RELEASE US, OUR DIRECTORS, OFFICERS, EMPLOYEES, AND AGENTS FROM ANY CLAIMS AND DAMAGES, KNOWN AND UNKNOWN, ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY CLAIM YOU HAVE AGAINST ANY SUCH THIRD PARTIES.

- 12.2 WITHOUT PREJUDICE TO CLAUSE 12.1, IN NO EVENT WILL STARHUB OR ANY OTHER RELEVANT PERSON BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSSES, COSTS OR EXPENSES WHETHER BASED ON WARRANTY, CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY, STATUTE OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT STARHUB (OR SUCH OTHER RELEVANT PERSON) IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES, EVEN IF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES WERE CAUSED WILFULLY, RECKLESSLY OR NEGLIGENTLY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.
- 12.3 WITHOUT PREJUDICE TO CLAUSES 12.1 AND 12.2, IF YOU ARE DISSATISFIED WITH THIS SITE (OR ANY CONTENT OR SITE SERVICES) OR ANY OF THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR ACCESS AND USE OF THE SAME.
- 12.4 IF WE OR ANY OF THE OTHER RELEVANT PERSONS ARE LIABLE TO YOU AND WE CANNOT, FOR ANY REASON, RELY ON THE LIMITATIONS OF LIABILITY SET OUT IN CLAUSES 12.1 TO 12.3, THEN THE MAXIMUM LIABILITY WE AND/OR SUCH OTHER RELEVANT PERSONS WILL BE LIABLE TO YOU AND ANYONE ELSE (WHETHER IN CONTRACT, TORT, NEGLIGENCE, MISREPRESENTATION, STRICT LIABILITY OR STATUTE OR OTHERWISE) SHALL BE LIMITED TO FIFTY SINGAPORE DOLLARS (\$50). YOU AGREE THAT IN THE EVENT YOU INCUR ANY DAMAGES, LOSSES OR INJURIES THAT ARISE OUT OF STARHUB'S ACTS OR OMISSIONS, THE DAMAGES, IF ANY, CAUSED TO YOU ARE NOT IRREPARABLE OR SUFFICIENT TO ENTITLE YOU TO AN INJUNCTION PREVENTING ANY EXPLOITATION OF ANY WEB SITE, SERVICE, PROPERTY, PRODUCT OR OTHER CONTENT OWNED OR CONTROLLED BY STARHUB, AND YOU WILL HAVE NO RIGHTS TO ENJOIN OR RESTRAIN THE DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, EXHIBITION OR EXPLOITATION OF ANY WEB SITE, PROPERTY, PRODUCT, SERVICE, OR OTHER CONTENT OWNED OR CONTROLLED BY STARHUB.
- 12.5 BY ACCESSING OR USING THE SITE YOU REPRESENT AND WARRANT THAT YOUR ACTIVITIES ARE LAWFUL IN EVERY JURISDICTION WHERE YOU ACCESS OR USE THE SITE.

13. Personal Data

- 13.1 We may collect, use and disclose your personal data for the purposes set out in the StarHub Personal Data Protection Policy, which may be found at <http://www.starhub.com/>, including the StarHub Additional Purposes and the Preferred Partner Additional Purposes.
- 13.2 In particular, we will collect, use and disclose your personal data for the following purposes:
- (a) To send you the WhatSayYouth Community eNewsletter;
 - (b) to send you marketing offers and promotions (whether for StarHub services and products, or those of our partners) available to WhatSayYouth Community members;
 - (c) to include you into the lucky draw contests that we run from time to time for participants who have completed our surveys, questionnaires or participated in other activities in the Community that we have organised;
 - (d) purposes which are reasonably related to the aforesaid; and

- (e) an unsubscribe option (in relation to the above communications from WhatSayYouth Community only) will be available in all our communications to you. If you unsubscribe, it may take up to 30 days for the change to be effected and for you to stop receiving the above communications. After 30 days, you may still receive system maintenance messages. This unsubscribe option only covers communications from WhatSayYouth Community, and not any other communications from StarHub which you may have agreed to receive.

14. Contests and Lucky Draws

- 14.1 From time to time, we may organise contests or lucky draws for participants who have completed our surveys, questionnaires or have participated in other activities in the Community that we have organised.
- 14.2 You may find details of the lucky draw and contests at http://www.whatsayyouth.com/MediaServer/Shared/legal/WhatSayYouth_ContestRules.pdf.
- 14.3 We reserve the right to determine all matters in relation to the contests and lucky draws that we organise for this Site in our sole discretion including but not related to:
 - (a) the eligibility criteria for participation in the contests and lucky draws;
 - (b) the prizes and substitutes thereto for winners of such contest and lucky draws;
 - (c) the number of winners for such contests and lucky draws;
 - (d) the frequency of the contests and lucky draws;
 - (e) the terms and conditions of the contests and lucky draws and any amendments thereto;
 - (f) the winners of such contests and lucky draws and how they are picked; and
 - (g) how we wish to deal with any unclaimed prizes.
- 14.4 We accept no liability or responsibility whatsoever for any non-delivery, non-performance or defects in the prizes or for your use and/or enjoyment of the prizes.
- 14.5 If you are a winner of a contest or lucky draw, you will be duly notified by us and you consent to us displaying your name the Site as the winner.
- 14.6 For the purpose of prize collection, you may have to submit your Personal Data to such third party. By submitting your Personal Data to such third party, you consent to their use of your Personal Data on such terms as they have specified to you and we will have no responsibility or liability to you in relation to the use and disclosure of such Personal Data that you have provided by the third party.
- 14.7 Acceptance of any prize shall constitute your consent as a winner, to allow the use of the your name, image, voice and/or likeness by us for editorial, advertising, promotional, marketing and/or other purposes without further notice or compensation.
- 14.8 If you do not agree to any of the abovementioned terms and conditions relating to our contests or lucky draws, particularly in relation to the use of your Personal Data, you may inform us and request for a withdrawal from such participation.

15. Matters Beyond Our Control

15.1 We will not be liable for any delay or failure in performance under this Agreement resulting from matters beyond our control. These include acts of God, requirements of any governmental or regulatory authority, war, national emergency, accident, fire, lightning, equipment failure, computer software or software malfunction, electrical power failure, faults, interruption or disruption of our networks or the networks of other Service Providers or of your equipment or the equipment of any third party, riots, strikes, lock-outs, industrial disputes (whether or not involving our employees) or epidemics of infectious diseases.

15.2 Without prejudice to Clause 14.1, we will not be liable for any delay or failure in performance under this Agreement resulting from any delay or failure of any third party (including any supplier) to deliver or provide any facilities, infrastructure, equipment or services to us.

16. Non-waiver

No failure or delay by us to exercise or enforce any of its rights under this Agreement will operate as a waiver of such rights nor will such failure or delay in way prejudice or affect its right at any time thereafter to act strictly in accordance with our rights under this Agreement.

17. Assignment

This Agreement, and any rights, obligations and licenses granted herein, may not be assigned or transferred by you, but may be transferred or assigned by StarHub without restriction.

18. Notices

18.1 Without prejudice to Clause 4, notices by us to you may also be sent by post, fax or email to your contact details in our records.

18.2 You hereby agree to receive from us any offer and/or marketing/promotional information or notices (whether by way of letter, leaflet, pamphlet, electronic mail, phone messages or any other means of communications) relating to this Site, the businesses of StarHub and its affiliates and/or any products or services, from time to time unless you notify us otherwise.

19. Amendment of this Agreement

We reserve the right to amend the terms and conditions of this Agreement from time to time. We will notify you of such changes through written notice, electronic mail, our bill, our website, or such other form as we may deem appropriate. You agree that the display of the revised terms and conditions on our website will constitute notice of the changes. Your continued use of this Site (or any Content therein or Site Services) will constitute acceptance of the changes and this Agreement.

20. Entire Agreement, Severability and No Third Party Right

- 20.1 This Agreement contains the whole agreement between you and StarHub with respect to the subject matter here in and there are no agreements, understandings, promises, conditions or terms, oral or written, express or implied, including those you may issue, concerning the subject matter herein which are not merged into this Agreement and superseded thereby.
- 20.2 If any provision of this Agreement is held to be invalid, illegal or unenforceable (whether in whole or in part), such provision will be deemed modified to the extent, but only to the extent, of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement will not be affected.
- 20.3 StarHub's affiliates may enforce this Agreement against you. Save as aforesaid, a third party has no right to enforce these Terms & Conditions pursuant to the Contracts (Rights of Third Parties) Act and the consent of any third party (including StarHub's affiliates) is not required for the variation, rescission or termination of this Agreement.

21. Applicable Laws

The laws of Singapore will govern this Agreement. Any processes or judgment may be given to you in the same way as notices under this Agreement. Any dispute arising out of or in connection with this Agreement, including any dispute regarding its existence, validity or termination shall be referred to and finally determined by the courts of Singapore, and you irrevocably submit to the jurisdiction of such courts in respect of any action or proceedings against or involving you relating to this Agreement.