

Terms and Conditions of the #ASHKDoubleTake Instagram Contest (the “Contest”)

By entering this Contest, each participant fully and unconditionally agrees to and accepts these Terms and Conditions.

A. Competition Mechanism

1. To be eligible, each entry must feature a photograph about Hong Kong, inspired by the *Picturing Asia: Double Take – The Photography of Brian Brake and Steve McCurry* exhibition and taken by the entrant.
2. Each entry must be an Instagram post with (i) the hashtag #ASHKDoubleTake and (ii) the handle @asiasocietyhk tagged on the post.
3. All entries must not contain material that:
 - is pornographic, sexually explicit, obscene or indecent;
 - portrays or promotes violence, dangerous stunts or illegal activities;
 - contains private, sensitive or confidential information of the participant or others
 - contains unlawful, harmful, threatening, derogatory, defamatory, libelous, tortuous, misleading or any otherwise objectionable content;
 - portrays or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation; or
 - promotes bigotry, racism, hatred or harm against any group or individual.

Entries submitted by participants if found to include any such elements or is otherwise inappropriate and/or offensive will be rejected.

4. Entries will be judged by (i) the number of likes and (ii) relevancy. The decision of Asia Society Hong Kong Center is final.
5. Deadline for submitting entries for the Contest is November 30, 2016 at 11:59pm Hong Kong time. The time of entry will be deemed to be the time the entry is posted on Instagram.
6. It is the responsibility of each participant to ensure that the entry submitted does not infringe the intellectual property rights of any third party. In the event that the entry is determined by Asia Society Hong Kong Center, in its sole discretion, to infringe on the intellectual property of any third party, Asia Society Hong Kong Center may reject the entry.
7. By entering the contest, participants grant Asia Society Hong Kong Center a royalty-free, worldwide, perpetual, transferable license to use, modify, delete from, add to, publicly display and create derivative works of the entries, in whole or in part, including but not limited to, in official Asia Society Hong Kong Center social media channels. Any photograph reproduced will include a photographer credit as appropriate. Asia Society Hong Kong center will not be required to pay any additional consideration or seek any additional approval in connection with such use.

B. Prizes

8. Winners will be notified by December 30, 2016 via Instagram Direct Message (“DM”).
9. Upon notification, winners must contact Asia Society Hong Kong Center via Instagram

DM within three days. Those who fail to do so, or supply wrong or missing information resulting in Asia Society Hong Kong Center being unable to contact them, will forfeit their prize. Asia Society Hong Kong Center will take no follow-up action.

10. Two winning entries will be selected according to the criteria mentioned in Clause #4. Each winner will be awarded with an autographed catalog of the *Double Take* exhibition.
11. Asia Society Hong Kong Center reserves the right of final decision should a dispute in relation to the redemption of the prizes arises.

C. Use of Personal Data

12. For the purposes of this Contest, Asia Society Hong Kong Center will collect various personal data from participants, such as the participants' full name, age, mobile phone number, email address and home address, etc. Asia Society Hong Kong Center will use the personal data provided solely for the purpose of identifying each participant and for managing the logistics of the Contest.
13. Failure to provide personal data as requested will result in Asia Society Hong Kong Center being unable to process or accept an entry. In this respect, each participant confirms that he/she has read and fully understands the Privacy Statement of Asia Society and consents to Asia Society Hong Kong Center's use (including any transfer) of their personal data for the purposes of the Contest in accordance with the Personal Data (Privacy) Ordinance of Hong Kong.

D. Changes to Terms and Conditions

14. Asia Society Hong Kong Center shall have the right to cancel the Contest and/or to amend these Terms and Conditions at any time without prior notice. Any changes will be posted on Asia Society Hong Kong Center's Facebook and Instagram accounts.
15. In the event of any dispute regarding these Terms and Conditions, conduct, results, and all other matters relating to the Contest, the decision of Asia Society Hong Kong Center shall be final and no complaints shall be entertained and no correspondence or discussions shall be entered into.

E. Governing Law

16. This Contest and the Terms and Conditions shall be governed by the laws of Hong Kong and the Hong Kong courts shall have exclusive jurisdiction to deal with all matters relating to the Contest and the Terms and Conditions.