

APS Bank plc
'World Physical Activity Day Competition'
(the "**Competition**")

Terms and Conditions
(the "**T&Cs**")

1. This Competition is organised and operated by APS Bank plc (C 2192) (the "**Bank**").
2. This Competition is open to all natural persons who are at least 18 years of age (the "**Eligible Participant/s**").
3. Participation is not open to employees of the Bank or any of its subsidiaries.
4. There shall be no entry fee, and no purchases or stakes shall be required for participation in the Competition. Participation shall be completely free.
5. Eligible Participants may participate in the Competition by:
 - Following the official Instagram account of APS Bank, holding Instagram handle @aps.bank,
 - Liking the Competition post on the official Instagram account of APS Bank, and
 - Tagging three (3) friends and/or family members in one (1) comment and posting such comment to the 'Comments' section of the Competition post (an "**Entry**" or "**Entries**").

Eligible Participants are requested to review the Bank's privacy policy, Instagram's privacy policy and terms of use, all available via the links in Clause 13 below, prior to posting any comment. Eligible Participants are requested to avoid posting any personal or sensitive information. The Bank will accept no responsibility for any undelivered, unread, lost, delayed, deleted, or corrupted Entries (including, but not limited to, due to computer error).

6. The Competition will be active from Wednesday 22 March 2023 up to Wednesday 5 April 2023, inclusively (the "**Competition Period**"). Attempts made for participation before or after the Competition Period shall be outright excluded from the Competition.
7. Each Eligible Participant shall only be eligible to post one (1) Entry for participation in the Competition. Where an Eligible Participant posts multiple Entries, the Bank shall, at its sole discretion, choose any Entry put forward by the Eligible Participant, and this shall be deemed to be the Eligible Participant's sole Entry for the purposes of the Competition.
8. One (1) winner will be selected at random, provided that all the above criteria are met, and subject to Clause 9 below (the "**Winning Participant**").
9. The Winning Participant will be contacted personally by the Bank via Instagram direct message by Wednesday **19th April 2023** to make arrangements to claim the Prize. If the Winning Participant does not respond to the Bank's attempts to notify them that they have won this Competition within twenty-four (24) hours, then the Prize will be automatically forfeited by the non-responsive Winning Participant, and the Bank shall be entitled to select another winner. Moreover, should a Winning Participant reject the Prize, or should the comment be found to be in any way invalid or in breach of these T&Cs, the Prize will also be forfeited, and the Bank shall be entitled to select another winner.
10. The Winning Participant will be awarded an **Amazfit GTS 4 Smartwatch** (the "**Prize**"). The Prize shall not be redeemed for cash, exchangeable for any other prizes and shall not be transferable to third parties.
11. By participating in this Competition, the Winning Participant acknowledges that he/she shall be invited to the Bank's premises for collection of the Prize.

12. By entering into the Competition, the Winning Participant agrees to the following:
- a. that a photo will be taken of them receiving the Prize with a Bank official (the “**Photo**”). In this regard, the Winning Participant may refuse to take the Photo;
 - b. should the Winning Participant agree to take the Photo, such Photo, together with the Winning Participant’s name and/or surname, may be used by the Bank, at its own discretion, and on platforms which it deems fit, for advertising, marketing, and brand purposes for a period of one (1) year thereafter; and
 - c. that the Winning Participant shall not be entitled to any compensation from the Bank for the use of such Photo.
13. By entering into this Competition, the Eligible Participants understand that the Bank shall process their personal data (including, but not limited to, the name, username, email address and contact number of Eligible Participants). Any relevant information received, collected, and administered by the Bank for the purposes of this Competition shall be used solely for the purposes of this Competition. For full information on how the Bank processes personal data and your individual rights, kindly refer to the Privacy Policy found on the Bank’s website on the following link: www.apsbank.com.mt/gdpr. For information on how Instagram processes your personal data, please see Instagram’s privacy policy and terms of use at the following links: <https://privacycenter.instagram.com/policy> and <https://help.instagram.com/581066165581870/>
14. The Bank reserves the right to modify these T&Cs, and/or to suspend and/or discontinue the Competition at any time, by notifying the public via the Bank’s website and/or the Bank’s official social media platforms and to terminate participation of any Eligible Participant or Winning Participant at its sole discretion, without the need for any reason or justification.
15. The Bank reserves the right to immediately disqualify any Eligible Participant or Winning Participant that is suspected or proven to have cheated or acted against the general spirit of fair competition, or that encouraged other Eligible Participants to do the same. The Bank also reserves the right to disqualify any Eligible Participant and refuse to award the Prize, at its sole discretion, in the event that it becomes of the opinion that the Eligible Participant has breached any of these T&Cs or that their Entry is found to infringe the right(s) of any third party or is defamatory, obscene or otherwise unlawful.
16. Eligible Participants will assume full responsibility for the Entry/Entries submitted. The Bank will not bear any liability whatsoever for any action resulting from the use of such Entry/Entries and the Eligible Participant shall indemnify the Bank against each claim, action, proceeding, judgment, damage, loss, expense, or liability incurred or suffered by the Bank in connection with the use of such Entry/Entries.
17. The Bank’s decision with respect to all matters to do with the Competition will be final and unchallengeable.
18. This Competition is in no way sponsored or endorsed by Instagram or any other third party.
19. The Competition and these T&Cs shall be governed by Maltese law and any disputes that may arise in relation to this Competition will be subject to the exclusive jurisdiction of the Courts of Malta.