



#### **TERMS AND CONDITIONS**

# 1. Key Definitions

- 1.1 "Competition" refers to the competition titled "The Future is Yours to Create PDD Hoarding Design Competition", which shall be governed by the terms and conditions set out herein.
- 1.2 "Entry" or "Entries" refer to entries to the Competition that are validly submitted by Participants in accordance with the terms and conditions set out herein.
- 1.3 **"Organisers"** refers to the co-organisers of the Competition, namely Singapore Institute of Technology ("SIT") and JTC Corporation ("JTC").
- 1.4 "Participant" refers to any qualifying individual or group who submits an Entry(s) for the Competition.
- 1.5 "Submission Form" refers to the Competition submission form at <a href="bit.ly/PDDJTCcompetition">bit.ly/PDDJTCcompetition</a> for the Open Category and <a href="bit.ly/PDDSITcompetition">bit.ly/PDDSITcompetition</a> for the School Categories, which all Participants must use to submit their required particulars, details and agreement to be bound by these Terms and Conditions.
- 1.6 "Terms and Conditions" refers to these terms and conditions set out herein, as may be amended from time to time by the Organisers.
- 1.7 **"Voter"** refers to any individual residing in Singapore who has a valid account on Facebook and votes in the "People's Choice" portion of the Competition.
- 1.8 **"Vote"** refers to a vote by a Voter on entries posted on SIT's and JTC's Facebook accounts for the "People's Choice" portion of the Competition.
- 1.9 All time referred to in this Terms and Conditions refers to Singapore time.

#### 2. Competition Category

- 2.1 There are two (2) categories, namely the "Open Category" and "School Categories", in this Competition. The "School Categories" is further divided into the "Primary School Students" and "Secondary School Students" sub-categories.
- 2.2 Each category has the following themes:
  - a. For the "Open Category", the theme is "The Future of Work, Live & Play"; and
  - b. For the "School Categories", the theme is "The Future of Education".





- 2.3 Participants may submit Entries in both categories if they meet the eligibility of each of the categories as set out in these Terms and Conditions.
- 2.4 Participants must ensure that their Entries abide to the Theme of the category that the Entry is submitted under.
- 2.5 The same Entry cannot be submitted for more than one category.

# 3. Eligibility

- 3.1 In order to be eligible for the Competition's "Open Category", Participants must comply with the following:
  - a. Be Singapore Citizens or Residents. "Residents" encompass Singapore Permanent Residents (PRs) and persons currently residing in Singapore; and
  - b. Agree and adhere to the <u>Terms and Conditions</u> herein.
- 3.2 In order to be eligible for the Competition's "School Categories", Participants must comply with the following:
  - a. Be students currently pursuing their education in the following schools: Punggol Cove Primary School, Punggol View Primary Schools, Oasis Primary School, Punggol Green Primary School, Edgefield Primary School, Horizon Primary School, Greendale Primary School, Waterway Primary School, Mee Toh School, Punggol Secondary School, Edgefield Secondary School, Greendale Secondary School or Yusof Ishak Secondary School; and
  - b. Agree and adhere to the <u>Terms and Conditions</u> herein.
- 3.3 Participants shall make full and honest disclosure of particulars as requested in the Competition, including but not limited to in the Submission Form. Any misrepresentation of any facts or particulars may result in disqualification, forfeiture or withdrawal of any prize won, at the Organisers' sole discretion.
- 3.4 Participants under the age of 18 years old (on 15 April 2019) are required to:
  - Have their parent or legal guardian complete and sign the Parent Consent Form – "Parent/Guardian Consent for Competition Participation" ("Parent Consent Form") linked on the Submission Form;
  - Append the scanned signed Parent Consent Form when submitting their Entries, failing which their Entries would be disqualified from participating in the Competition.





- 3.5 Staff of the Organisers are not eligible to participate in the Competition.
- 3.6 In the event that an ineligible person is found to have participated in the Competition, their Entries will be disqualified, even if they have won any prizes. Such disqualified prize winners shall return all prizes to the Organisers without demand and without any claim against the Organisers.

#### 4. Submission Requirements

- 4.1 Participants must submit a fully, honestly and accurately completed Submission Form.
- 4.2 For the "Open Category", Participants must submit their Entries either by (i) attaching the Entries to the Submission Form; or (ii) sending the Entries to <a href="mailto:JTC PDD@jtc.gov.sg">JTC PDD@jtc.gov.sg</a> and indicate in the email subject title <PDD Hoarding Design Competition>. Each "Open Category" Entry must comply with the following:
  - a. Be an original photograph in line with the Theme set out in <u>clause 2 above</u>, either in colour or monochrome;
  - b. Be of high quality digital format (JPEG, PNG, TIFF);
  - The resolution of the photograph (in digital format) must be at least 300dpi.
    Higher resolutions are accepted, however the file size per photograph shall not exceed 30MB;
  - d. Each submitted photograph must be accompanied by a caption explaining how the photograph relates to the Theme, failing which the Organisers reserve the right to disqualify the photograph; and
  - e. Each submitted photograph must be named in the following format: [Full Name of Participant][Camera or Mobile Device][order of submission: 01 to 20]
    - E.g. JamesTanCamera01; AnneNgMobileDevice20.
- 4.3 For the "School Categories", Participants must submit their Entries (i) for Digital Illustrations, by attaching the Entries to the Submission Form; or (ii) for Hardcopy Illustrations, by taking a picture and attaching the picture to the Submission Form. After which, the hardcopy is to be submitted through their respective school. Each "School Categories" Entry must comply with the following:
  - Original illustrations (Digital/Hardcopy) in line with the Theme set out in clause 2 above;





- b. The size of the illustration should be at least A3 (297mm x 420mm) in landscape or portrait format. Larger sizes are accepted, however the sizes must be proportional to A3-format;
- c. Be of high quality digital format (JPEG, PNG, TIFF);
- d. The resolution of the illustration (Digital format) must be **at least 300dpi**. Higher resolutions are accepted, however the file size shall not exceed 30MB;
- e. Each submitted illustration must be accompanied by a caption explaining how the illustration relates to the Theme, failing which the Organisers reserve the right to disqualify the illustration; and
- f. For Hardcopy illustrations, the name, class and school of the Participant are required to be indicated at the back of the Entry.
- 4.4 In the event that Participants are unable to submit Entries and/or Parent Consent Forms via the Submission Form, they should submit via the email set out at clause 4.2(ii) for the Open Category, or via <a href="mailto:PDDHoardingDesign@SingaporeTech.edu.sg">PDDHoardingDesign@SingaporeTech.edu.sg</a> for the School Categories.
- 4.5 Participants are allowed to submit a maximum of 20 Entries per category. The Entries submitted by the same Participant shall not be substantially similar. The Organisers reserve the right to determine what constitutes "substantial similarity" at their sole discretion.
- 4.6 Entries shall not be amended or withdrawn once submitted.
- 4.7 Entries must be the original work of the Participants, and they must not have been entered in any previous competitions or any other public display and they must not have been previously published in any form or in any other place in Singapore or internationally.
- 4.8 The Organisers are not responsible for Entries which are inaccessible, lost, misdirected, fail to reach the Organisers in the desired or anticipated form and manner, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including any electronic, computer, network or communication malfunction or error.
- 4.9 Entries with content deemed as irrelevant, offensive, defamatory or sensitive by the Organisers will be removed and disqualified at the Organisers' sole discretion, including but not limited to following types of Entries (a) spam; (b) contain vulgar language or violence; (c) contain pornography, obscenity; and/or (d) are, in the Organisers' view, of inappropriate nature to be published on the Internet or any other medium.





4.10 All Entries and any other materials that are submitted by the Participants, whether online or physically, will not be returned to the Participants.

## 5. Competition and Voting Period

- 5.1 Participants must submit both their Submission Form and Entries to the Competition from **1 March 2019**, **00:00hrs to 15 April 2019**, **23:59hrs**. Entries and/or Submission Forms received before or after the stated period will not be processed or considered. The Organisers reserve the right to change the said deadline at their sole discretion.
- 5.2 The "People's Choice" voting period will run from **2 May 2019**, **00:00hrs to 19 May 2019**, **23:59hrs**. Votes received before or after the stated period will not be considered. The Organisers reserve the right to change the deadline of the said voting period at their sole discretion.

# 6. Judging Criteria, Prizes and Acknowledgment

- 6.1 A panel of judges selected by the Organisers in its sole discretion will review all eligible Entries and decide on the winners.
- 6.2 The judging panel will select three (3) winners from each of the Categories (i.e. Open, Primary Schools and Secondary Schools), based on the following criteria:
  - a. Originality and Creativity of Image (40%)
  - b. Interpretation and Clarity in relation to the Theme (40%)
  - c. Quality of Artistic Composition (20%)
- 6.3 Additional prizes, named "People's Choice" will also be given out to the entries with the most "likes" from the "Open", "Primary School" and "Secondary School" categories. Voting will be carried out on the social media platform "Facebook" on SIT's and JTC's official Facebook page [www.facebook.com/SingaporeTech and <a href="http://www.facebook.com/JTCcorp">http://www.facebook.com/JTCcorp</a>] during the Voting Period as stated in <a href="paragraph">paragraph</a> <a href="http://www.facebook.com/JTCcorp">2</a>.
- 6.4 The prizes are as follows:
  - a. First Prize S\$800 cash;
  - b. Second Prize S\$500 cash;
  - c. Third Prize S\$300 cash;
  - d. People's Choice \$500 cash
- 6.5 It is possible for an Entry to win a prize in each of the categories it was entered in (i.e. "Open", "Primary School" and "Secondary School" categories) in addition to the "People's Choice".





- 6.6 For each competition Category, three (3) Voters will be selected randomly from all the Voters who posted to support the winner of the "People's Choice" on Facebook during the Voting Period, and each will be awarded \$\$100 cash prize.
  - a. For the avoidance of doubt, Voters refers to individuals residing in Singapore and any posts on Facebook in relation to the Competition made by individuals residing elsewhere will not be eligible for this prize.
  - b. Parents and legal guardians will be required to collect the prize and sign an acknowledgment form to receive the prize for and on behalf of Voters who are below the age of 18 and win this prize.
- 6.7 Prizes are non-transferable and non-exchangeable and shall be subject to such terms and conditions which the Organisers may at their sole and absolute discretion impose. The Organisers reserve the right in their absolute discretion to cancel, change, substitute, replace or remove the prizes at any time with or without notice, without having to disclose any reason therefore, and without liability to the Participants.
- 6.8 The Organisers reserve the right to substitute or modify the judging panel at any time and for any reason. The decision of the judging panel is final and binding and not subject to appeal. The judges will be under no obligation to provide any reasons for their decisions. No questions regarding the judges' decisions will be entertained. No Participant may under any circumstances attempt to contact a judge regarding the Competition during or before the Competition. Any such behaviour will result in disqualification. Participants who have any questions regarding potential conflicts of interest for any judges should address them immediately [PDDHoardingDesign@SingaporeTech.edu.sg or JTC PDD@jtc.gov.sg].
- 6.9 The results of the Competition will be announced on SIT's and JTC's Facebook page.
- 6.10 The Organisers will contact the winners selected by the judging panel but should a winner fail to respond within thirty (30) days, he/she is taken to have forfeited and irrevocably given up and waived all rights to participate and to claim the prize. In such an event, the judging panel will select another winner to replace the winner who failed to respond.
- 6.11 All winners are required to attend a prize giving ceremony. Should any winner be unable to attend, he/she must appoint a representative to attend on his/her behalf. In the event any winner fails to collect his/her prize at the prize giving ceremony (in person or through a representative), that winner must collect his/her prize from the Organisers within thirty (30) days from the prize giving ceremony. A winner who fails to comply with this clause will have their prize forfeited.





6.12 Any winner whose prize has been so forfeited shall not be entitled to any compensation, whether or not he/she has been notified of such forfeiture. The Organisers reserve the sole and absolute right to determine the winners in case of any doubt, fraudulence or any form of disqualification. For the avoidance of doubt, the Organisers have the sole and absolute discretion to decide how to deal with unclaimed prizes and shall also in any event not be obliged to draw another winner.

## 7. Rights, Permissions and Intellectual Property

- 7.1 Participants warrant and guarantee that:
  - there is nothing to prevent their participation and submission of their Entries in this Competition and the use of their Entries by the Organisers in accordance with these Terms and Conditions;
  - b. they are the sole author and owner of their Entries, including but not limited to all materials and intellectual property rights (if any) in their Entries, and that no third party has any right, title, claim or interest in their Entries;
  - c. their Entries are their original work and design, without any plagiarising; and
  - d. their Entries do not violate or infringe any copyright, trademark or other intellectual property rights of any person or entity, and do not violate or infringe on the moral rights, rights of privacy or other rights of any person or entity.
- 7.2 Any breach of clause 7.1 will result in immediate disqualification of the relevant Entries.
- 7.3 Ownership of all intellectual property rights over the Entries ("IP") shall remain with the Participant.
- 7.4 The Participant shall grant the Organisers an unrestricted, royalty-free, world-wide, perpetual, irrevocable, non-exclusive licence to use, apply, reproduce, display (such as at a public exhibition), broadcast, modify, summarise, adapt, sub-licence and communicate the Entries and IP for any purpose whatsoever and at any time, including (but not limited to) communicating the Entries and IP to the public or to any entity or for any other communication campaigns the Organisers deem appropriate, which may include media, case studies, social media, feature articles and other forms, without any payment or compensation to the Participant.
- 7.5 The Organisers will credit the Participant whenever their Entries and/or IP are used.





## 8. Acceptances of Terms and Conditions

- 8.1 The Organisers reserve the right at any time in their absolute discretion to amend, including without limitation delete, modify, vary and/or supplement, any of these Terms and Conditions without prior notice and the Participants agree that continued participation in the Competition shall constitute their acceptance of the Terms and Conditions (as amended from time to time).
- 8.2 All changes to these Terms and Conditions will be notified at both SIT's and JTC's official Competition website.
- 8.3 The Organisers reserve the right to disqualify and/or exclude any entries from the Competition at their sole discretion, including but not limited to when there is any breach of these Terms and Conditions.

#### 9. <u>Liability and Indemnity</u>

- 9.1 To the extent permissible by law, Participants (including their heirs, parents, legal guardians, executor and/or administrators) accept and shall not hold the Organisers and the Organiser's agents responsible for all risks of injury, loss, costs, expenses and damage of any nature whatsoever that may arise from their making or creation of their Entries and/or participation in this Competition.
- 9.2 To the extent permissible by law, Participants (including their heirs, parents, legal guardians, executor and/or administrators) shall hold harmless and indemnify the Organisers and the Organiser's agents against any and all liabilities, losses, damages, claims, injury, actions, proceedings, expense and cost which may result in relation to their Entries, participation in the Competition and/or breach of these Terms and Conditions, except for liability which cannot be excluded by law.
- 9.3 To the extent permissible by law, the Organisers and the Organiser's agents shall not be liable in any way, including but not limited to for costs and expenses incurred in creating the Entries as well as loss of chance, for anything related to the Competition, including but not limited to the following instances:
  - a. any aspect of the Competition not being capable of running as planned;
  - b. any Entries that are lost, misdirected, unreadable, incomplete, mutilated, tampered with or irregular;
  - any breakdown or malfunction in any computer system or equipment, infection by computer virus, network failure, bugs, tampering, unauthorized intervention, fraud or technical failures;





- d. any cause beyond the control of the Organisers which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition;
- e. any unauthorised use of the Entries displayed on the Organisers' websites or online channels; and
- f. any cancellation, termination, modification or suspension of this Competition, or disqualification or exclusion of any Entries, at the Organiser's sole discretion.

#### 10. Personal data

- 10.1 The Organisers collect personal data (including but not limited to personal and business name, NRIC/FIN number, email address, Facebook page URL and/or Twitter handle, and phone number) from the Participants in order to conduct the Competition. The Organisers may collect, use and disclose personal data in order to administer the Competition and for the Organisers' marketing and promotional purposes and to attribute Participant as the creator/author of the Entries, materials and works that the Participant creates for the purposes of the Competition ("Purposes"). Each Participant hereby consents to the Organisers' collection, use and disclosure of personal data for the Purposes.
- 10.2 Participants agree that the Organisers may, for an indefinite period, unless otherwise advised, use the personal data collected for promotional, marketing and publicity purposes for the Competition, for internet posts and/or for future communication activities by the Organisers.
- 10.3 The Organisers will not disclose personal data outside this Competition to third parties not for the Purposes without first obtaining the relevant Participant's consent unless disclosure is to any officer of prescribed law enforcement agency upon production of written authorisation signed by the head or the director of that law enforcement agency or a person of similar rank, certifying that the personal data is necessary for the purposes of the functions or duties of the officer, disclosure without consent is permitted under the Singapore's Personal Data Protection Act 2012, or disclosure is required or authorised by applicable laws and/or regulations.

# 11. Publicity, waiver of confidentiality and consent to public disclosure

- 11.1 Each Participant consents to participate in the publicity activities of the Organisers in relation to the Competition and other future publicity without any payment or compensation thereof.
- 11.2 Each Participant consents to the disclosure of his/her name and other details submitted for the Competition, as the case may be, for administering the Competition and for publicity purposes without obtaining prior permission. Each





Participant consents to the use of any idea provided by such Participant for any publicity effort by the Organisers or by any third party acting on behalf of the Organisers, without obtaining prior permission or any payment or compensation thereof. Such use includes, but is not limited to the following purposes:

- a. Operating, administering and promoting the Competition;
- b. Displaying the Participant's idea on any media or community space; and
- c. Issuance of any media release, media stories or posting on newsletters and online social media channels.
- 11.3 The Competition is a matter of public record. If any Participant submits any confidential business information or personal information pertaining to themselves or their company, that person thereby waives any claims to confidentiality and thereby consents to public disclosure by the Organisers of their personal and business information, including posting on the Internet, of all such information they submit and its use for future communication activities. The Organisers shall not be responsible for the disclosure of any Participant's confidential information.
- 11.4 Participants are not granted the permission to use or display any of the Organisers' trademarks (e.g. logo) or rights in any form. Participants agree to seek the prior written consent of the Organisers prior to promoting or publicising their participation or activities related to the Competition.

## 12. Miscellaneous

- 12.1 Taxes and/or any additional costs or fees (if incurred) by the prize winner in relation to winning the prize or use of the prize are the sole responsibility of the prize winner.
- 12.2 Should any dispute arise in connection with the Competition, or with the interpretation and/or implementation of these Terms and Conditions, the Organisers' decision will be final and no appeal will be entertained.
- 12.3 In the event of any inconsistency between these Terms and Conditions and any brochures, FAQ, marketing or promotional materials relating to the Competition, these Terms and Conditions shall prevail. For the avoidance of doubt, nothing in any brochure, FAQ, marketing or promotional material constitutes a legally binding offer.
- 12.4 These Terms and Conditions and all its subsequent amendments, if any, as well as any dispute arising in connection with the Competition shall be subject to, governed by and construed in accordance with the laws of Singapore and shall be subject to the exclusive jurisdiction of the Singapore courts.
- 12.5 A person who is not a party to these Terms and Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce any of these Terms and Conditions.





- 12.6 The Organisers' failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.
- 12.7 To the extent that any provision of these Terms and Conditions is held by a court of competent jurisdiction to be wholly or partly illegal, invalid or unenforceable, the same shall be deemed to be severed from these Terms and Conditions and shall be of no force and effect. The remaining provisions shall remain in full force and effect.