

TERMS AND CONDITIONS

1. Key Definitions

- 1.1 “**Competition**” refers to the competition titled “SELETAR AEROSPACE PARK PHOTO COMPETITION – REDISCOVERSAP”, 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 “**Entrant**” or “**participant**” refers to any qualifying individual or group who submits an Entry for the Competition.
- 1.4 “**Terms and Conditions**” refers to these terms and conditions set out herein, as may be amended from time to time by the organiser.
- 1.5 “**Voter**” refers to any individual residing in Singapore who has a valid Instagram account and votes in the “People’s Choice” portion of the Competition.
- 1.6 “**Vote**” refers to a vote by a Voter on entries posted on Instagram for the “People’s Choice” portion of the Competition.
- 1.7 “**Organiser**” refers to JTC Corporation (“**JTC**”) and Nikon Singapore (“Nikon”).
- 1.8 All times referred to in these Terms and Conditions refers to Singapore time.

2. Competition Overview

- 2.1 The competition requires entrants to upload up to five photos that address the theme, which is: “RediscoverSAP”
- 2.2 The theme is open to wide interpretation; however, it should be a photo, or photos, that capture Seletar Aerospace Park’s built, natural, and / or social landscape. These photo(s) should convey a sense of warmth and emotional attachment to Seletar Aerospace Park:
- 2.3 Participants must ensure that their entries abide to the theme.

3. Eligibility

- 3.1 In order to be eligible for the Competition, 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 terms and conditions herein.
- 3.3 Participants shall make full and honest disclosure of particulars as and when requested in the competition. Any misrepresentation of any facts or particulars may result in disqualification, forfeiture or withdrawal of any prize won, at JTC’s sole discretion.
- 3.4 Staff of the organiser is not eligible to participate in the competition.
- 3.5 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 organiser without demand and without any claim against the organiser.

4. Submission Requirements

4.1 Participants must submit their Entries by posting their entry through a publicly accessible Instagram post accompanied with the hashtag '#RediscoverSAP' in the caption

4.2 Entry must comply with the following:

- a. Be an original photograph in line with the theme set out in clause 2 above, either in colour or monochrome;
- b. Be of high-quality digital format (JPEG, PNG, TIFF);
- c. 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;

4.3 Participants can submit a maximum of 5 photos per submission. The entries submitted by the same participant shall not be substantially similar. The organiser reserves the right to determine what constitutes "substantial similarity" at their sole discretion.

4.4 If more than 5 photos are submitted, only the first 5 photos shall be considered.

4.5 Entries shall not be amended or withdrawn once submitted.

4.6 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.

4.7 The organiser is not responsible for entries which are inaccessible, lost, misdirected, fail to reach the organiser 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.

4.8 Entries with content deemed as irrelevant, offensive, defamatory or sensitive by the organiser will be removed and disqualified at the organiser's 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 organiser's view, of inappropriate nature to be published on the Internet or any other medium.

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

4.10 By submitting an entry, the entrant grants the organiser full and exclusive use of the photos submitted for marketing purposes.

5. Competition and Voting Period

5.1 Participants must upload their entries between 1 June 2022 12:00 am to 30 July 2022, 11:59 pm. Entries received before or after the stated period will not be processed or considered.

5.2 The "People's Choice" voting period will run from 11 July 2022, 12:00 am to 24 July 2022, 11:59 pm. Votes received before or after the stated period will not be considered.

5.3 Winners will be announced by 1 August 2022 12:00 am on The Oval's Instagram page.

5.4 The organiser reserves the right to change the deadline of the said voting periods at their sole discretion.

6. Judging Criteria, Prizes and Acknowledgment

6.1 A panel of judges selected by the organiser in its sole discretion will review all eligible entries and decide on the winners.

6.2 The judging panel will select winners from the competition, 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 An additional prize, named "People's Choice" will also be given out to the entrant whose photo has the most combined "likes" from The Oval's Instagram page. Photos uploaded by the organiser to the Instagram page for participation in the "People's Choice" segment will be contingent on those photos adhering to the rules of the competition as set out by these terms and conditions and will be at the sole discretion of the organiser.

6.4 The prizes are as follows:

- a. First Prize – Nikon Z 50 (Z DX 16-55mm VR) Kit set (worth \$1,499) + \$300 Dining vouchers + Goodie bag
- b. Second Prize - \$200 dining Vouchers + Goodie bag
- c. Third Prize - \$100 dining Vouchers + Goodie bag
- d. Consolation Prizes: 10 winners of \$50 dining vouchers
- e. People's Choice - \$300 dining vouchers + Goodie bag

6.5 Prizes are non-transferable and non-exchangeable and shall be subject to such terms and conditions which the organiser may at their sole and absolute discretion impose. The organiser reserves 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.

6.6 The organiser reserves 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 to [rediscoversap@sprg.com.sg].

6.7 The results of the Competition will be announced on The Oval's Instagram page and winners will be personally notified via direct message on their Instagram account.

6.8 The organiser will contact the winners selected by the judging panel, but should a winner fail to respond within fourteen (14) 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.

6.9 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 organiser reserves 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 organiser has 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:

- A. There is nothing to prevent their participation and submission of their entries in this competition and the use of their entries by the organiser 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 organiser 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 organiser deems 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 organiser will credit the participant whenever their entries and/or IP are used.

8. Acceptances of terms and conditions

8.1 The organiser reserves 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 JTC's official competition website.

8.3 The organiser reserves 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. Liability and Indemnity

9.1 To the extent permissible by law, participants accept and shall not hold the organiser 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 shall hold harmless and indemnify the organiser 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 organiser 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;
- c. 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 organiser 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 organiser's 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 organiser collects personal data (including but not limited to personal and business name, NRIC/FIN number, email address, Facebook page URL and/or Instagram handle, and phone number) from the Participants to conduct the competition. The organiser may collect, use and disclose personal data to administer the competition and for the organiser's 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 organiser's collection, use and disclosure of personal data for the purposes.

10.2 Participants agree that the organiser 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 organiser.

10.3 The organiser 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 organiser 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 organiser or by any third party acting on behalf of the organiser, 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 organiser 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 organiser 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 organiser's trademarks (e.g. logo) or rights in any form. Participants agree to seek the prior written consent of the organiser 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 organiser's 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 organiser's 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.