

## ASEAN GEOSPATIAL CHALLENGE 2023 TERMS & CONDITIONS

The ASEAN Geospatial Challenge 2023 (the “Challenge”) is organised by the Singapore Land Authority (the “Organiser”) and supported by its Partners.

By submitting an entry, the “Participant” shall be deemed to have unconditionally accepted and agreed to be bound by (i) these Terms and Conditions (T&Cs); and (ii) the Terms and Conditions stipulated in the Singapore Land Authority Personal Data Notice available [here](#). The Organiser reserves the right to modify the T&Cs at any time, without prior notification to the Participant.

### 1. ELIGIBILITY

1.1 No entry fee is required to enter the Challenge.

1.2 The Challenge is open to all students who are enrolled on a full-time basis at an Institute of Higher Learning (Tertiary Institution or its equivalent) only.

1.3 Participants are required to participate in the Challenge in teams (each, a “Participating Team”). Each Participating Team must consist a minimum of two (2), to a maximum of four (4) participants. Each Participant is only eligible to register for one Participating Team.

1.4 The Organiser reserves the right to request, at any time, any Participant to provide such proof of identity, age and/or eligibility as the Organiser may require, and the sufficiency of such proof shall be at the absolute discretion of the Organiser. If a Participant cannot provide the requisite proof, the Organiser reserves the right to disqualify the Participant from the Challenge.

### 2. SUBMISSION REQUIREMENTS

2.1 The “Submitted Work” refers to the submitted Project.

2.2 Each Participating Team should only submit one Project based on their challenge statement. The Submitted Work must be the team’s original work and has not been previously submitted in another competition or published for any commercial purposes. This includes any information related to or derived from previous edition(s) of the Challenge.

2.3 Participants are also required to submit the Declaration Form on the Originality of Work and Declaration Form on Student Identity.

2.4 Participants are free to use any technology and any external datasets. Participants shall be responsible for ensuring that they have the necessary permissions, authorisations and licences to use such technology and external datasets, and that their use of such technology and external datasets is at all times in accordance with the terms of the permissions, authorisations and licences granted by the owners or holders of the intellectual property rights subsisting in such technology and external datasets.

2.5 All reference materials and external datasets used shall be acknowledged in the Reference section of the Project.

2.6 Once the Submitted Work is submitted to the Organiser, it is considered final and shall not, in any way, be modified or resubmitted at any point past the submission deadline.

### **3. INTELLECTUAL PROPERTY**

3.1 Every Participant warrants that each Submitted Work submitted for the Challenge does not infringe or make any unauthorised use of any intellectual property rights (including copyright) owned by any third-party. It is the responsibility of each Participant to ensure that he/she owns or has the necessary permissions, authorisations or licences to use the necessary intellectual property rights (including copyright) subsisting in the Submitted Work.

3.2 The intellectual property rights subsisting in the Background IP shall remain with the owners or rights-holders of such intellectual property rights. Nothing in these T&Cs shall affect any person's right to own or licence Background IP.

3.3 The intellectual property rights subsisting in the Foreground IP of each Submitted Work shall be retained by the Participants or the authors or creators of such Foreground IP.

3.4 Every Participant grants the Organiser and its Partners a perpetual, irrevocable, non-exclusive, royalty-free, transferable and sub-licensable licence to use, publish, publicly display, reproduce, post, upload, transmit, distribute, communicate, print, archive, adapt, edit and modify any Submitted Work and other materials submitted for the Challenge, including any third-party intellectual property which the Participant uses or incorporates into the Submitted Work, in whole or in part, in any form and in any media, in Singapore, for any purpose whatsoever (including without limitation for publicity, marketing or educational purposes, or for internal use).

3.5 Any data provided by the Organiser and its partners shall not be used (including without limitation, to create derivative works), copied, reproduced, adapted, modified, edited, published, displayed, communicated or distributed, transmitted or made available to non-participants, whether in whole or in part, whether in or outside of Singapore, for any purpose other than and only to the extent necessary for the participation in the Challenge, unless the prior written permission of the Organiser, the relevant data owners and/or the owners or holders of the relevant intellectual property rights is obtained.

3.6 Any data and intellectual property provided by the Organiser and its partners shall not at any time be used to generate revenue for the Participants or for any other person.

#### **4. JUDGING AND PRIZES**

4.1 The prize-winning entries will be selected by a panel of Judges. All decisions made by the Judges are final. The Organiser and the Judges are not obliged to provide any reasons therefor, nor enter into any discussion or correspondence relating to any of the Judges' decisions.

4.2 The Judges reserve the right not to award any or all the prizes if in their opinion, none of the eligible entries meet the required standard for that prize or the prizes.

4.3 The Organiser reserves the right, for any reason whatsoever, to substitute any prize for another prize of equivalent value, or award further prizes of such nature and/or quantum as the Organiser may in its absolute discretion deem fit.

4.4 All prizes are non-transferable and non-exchangeable.

4.5 If, for any reason whatsoever, the prize-winning entries do not claim the prizes three (3) months after the date of the Organiser's notice informing the Participating Team that it has been awarded the prizes, the Organiser reserves the right to not award the prizes.

4.6 In the event that any prize-winning entries is disqualified from the Challenge or is ineligible to win the prizes for any reason whatsoever after the results have been announced, the winning Participating Team shall forfeit the prizes in whole. In such event, the Organiser shall award the prizes to the next highest scoring entry. The replacement winning Participating Team will be required to collect the prizes from the Organiser within three (3) months after the date of the Organiser's notice informing the Participating Team that it has been awarded the prizes.

4.7 Prizes which are not awarded or collected by the deadlines stipulated in this paragraph 4 shall be dealt with or disposed of by the Organiser as it in its absolute discretion deems fit.

#### **5. OTHERS**

5.1 The Organiser shall not under any circumstances be held liable for any entry which is received after the submission date or which is misdirected or submitted erroneously, or the damage, loss, theft or destruction of any entry (whether in digital or hard-copy form).

5.2 The Organiser's decision on any matter relating to the Challenge is final and binding, including any issue(s) not expressly covered in these T&Cs. The Organiser is not obliged to provide any reasons whatsoever, nor enter into any discussion or correspondence relating to these T&Cs, the organisation of the Challenge or any of the Organiser's decisions.

5.3 The Organiser reserves the right to cancel the Challenge at any time without prior notice for any reason whatsoever.

5.4 The Organiser reserves the right to disqualify at any time, any Participant, Participating Team, Submitted Work or entry who/which does not satisfy, is in breach of or does not comply with any of the requirements stipulated in or any of the provisions of these T&Cs.

5.5 Participants are entirely responsible for all costs and expenses which may be incurred by them in relation to their participation in the Challenge.

5.6 Under no circumstances shall the Organiser be liable to any Participant or third-party for any costs, expenses, losses, injury, damage or liability which may arise or be incurred as a result of or in connection with any Participant's participation in the Challenge.

5.7 Every Participant shall indemnify and keep the Organiser indemnified against, and hold the Organiser harmless from and against, all claims, costs, proceedings, actions, losses, demands, liabilities, damage and expenses of any nature whatsoever (including legal costs and expenses on a full indemnity basis) arising directly or indirectly out of or in connection with:

- a) the Participant's participation in the Challenge;
- b) the submission of any entry for the Challenge;
- c) the infringement or alleged infringement of any third-party copyright or other intellectual property right; and
- d) the violation or alleged violation of confidentiality or of any law pertaining to personal data or harassment.

5.8 In these T&Cs:

"Background IP" shall mean the intellectual property which is created prior to or independently of this Challenge, whether owned by a Participant or third-parties, and where owned by third-parties, whether made available to the Participant by the Organiser and its Partners or otherwise, and any external datasets used by the Participant;

"Foreground IP" shall mean the intellectual property which is created, developed or generated for the purposes of this Challenge;

"intellectual property" shall mean copyright, registered and unregistered trademarks, registered and unregistered designs, know-how and any other intellectual property whatsoever; and

"intellectual property rights" shall mean all proprietary rights over the intellectual property.