

## Terms and Conditions of Competition

**HDB Cool Ideas Hack** is organised by Housing and Development Board (“HDB”) together with Padang & Co Pte Ltd (“Company”), The Competition will be held at the Leisure and Learning Centre, Club HDB located at HDB Hub, 480 Lorong 6 Toa Payoh, Singapore 310480 from 24 to 26 June 2016 (Event Dates).

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### 1. General

- (a) These are the Terms & Conditions (“the T&Cs”) of the HDB Cool Ideas Hack (“ Competition ”) organised by Housing & Development Board together with Padang & Co Pte Ltd (“Organizers”). “Participants” shall mean the Team group collectively and each Team member.
- (b) While every reasonable precaution will be taken by the Organizers to ensure the safety of the Participants, the Organizers shall not be held liable or responsible in respect of any death of or personal injuries suffered by the Participants in their participation of the Competition.
- (c) The Organizers shall also not be liable or responsible for any damage to or loss of personal property, costs, and expenses incurred by the Participants during the course of the Competition.

### 2. Acceptance

By entering this Competition, Participants unconditionally agree and accept

- (a) the Terms and Conditions and any Special Terms and Conditions appearing on the UP Singapore Community Code of Conduct websites found at <http://www.upsingapore.com/code-of-conduct> specific to this Competition; and
- (b) their acceptance is irrevocable.

### 3. Eligibility

The Competition is open to anyone who is interested in technology related projects e.g. developers, designers, business professionals, marketing experts, etc. In the case of a firm or company, the entry must be submitted in the Start-Up category and in the name of the firm or company with its employees or staff forming the Team. Employees or staff wishing to participate in their personal capacities are required to participate in the Open category. .

Participants may participate in any one of the three (3) categories – Start-up, Open or Student.

### 4. Conditions of Entry

- (a) Each entry must be submitted by a Team of not less than three (3) and not more than five (5) members. Each team must select one of its members as a Team Leader, who is deemed to be authorized by all his team members to communicate with the Organizers, orally and in writing.

- (b) Deviations from the stipulated Team size will be considered on a case-by-case basis. Entries from an individual will not be accepted.
- (c) For Participants who are below 18 years old, a written consent form or letter parental/guardian must be given to the Organizers before the start of the Competition. Participants who failed to submit the parental/guardian consent form or letter will be denied entry to the site of the Competition.
- (d) Entries not submitted in accordance with these terms and conditions will not be considered.
- (e) If there is overwhelming response to the Competition, the Organizers reserve the right to screen entries submitted by Teams for eligibility, decide on the quota of entries and to shortlist the eligible Teams by balloting or in other manner.
- (f) All designs, drawings, photos, images, text etc. submitted must be original, are not in the public domain, and must not infringe or violate any law, right of any person or entity, nor contain material that infringes or violates any personal or intellectual property rights of any third party.
- (g) Each Team shall solely bear all costs and expenses incurred in participating in this Competition.
- (i) All Participants agree to indemnify, release, discharge and hold harmless the Organizers, their affiliates, partners or representatives associated with this Competition, from any claim, loss or damages which any of them may suffer as a result of any Competition-related activities or breach of any of the terms and conditions of the Competition, by any of the Participants.
- (j) No claim or action for any loss, damage or injury whatsoever arising from the Competition and acceptance of any prize shall be brought against either of the Organizers.

## **5. Competition Rules and Awards**

- (a) The Organizers will announce the Competition rules, Panel of Judges and judging criteria at the start of the Competition and the winner(s) at the conclusion of the Competition.
- (b) The Organizers may modify the Competition rules, judging criteria or substitute any judges on the panel at any time, at its sole discretion. Decisions of the Organizers are final and binding on all Participants.

## **6. Selection of Winning Entries**

- (a) Teams will be required to present innovative solutions for their projects to the Panel of Judges.
- (b) The winning entries will be selected by a Panel of Judges based on merits of the presentation.
- (c) The decision of the Panel of Judges is final and conclusive.

## **7. Notification of Winners**

All winners may be required to attend future Cool Ideas for Better HDB Living events at their own expense, at a time to be notified through the email or contact number given.

## **8. Prizes**

- (a) The Organizers reserve the right to substitute or withdraw or to award one or more but not all of the prizes or not to award any prize at all. The decision of the Organizers shall be final, conclusive and binding on all Participants and winners. No correspondence from the Participants and winners will be entertained.
- (b) Prizes must be collected in person. The winning Team(s) may nominate one of the members to be present to receive the prize.
- (c) The winners will forfeit their prizes if they do not personally receive the prize at the prize giving ceremony.

## **9. Publicity**

All Participants who have been shortlisted or are members of the winning Team(s) must agree and consent to the public disclosure and use of their names, identification numbers, images, voice and video recordings for publicity purposes and to participate in the publicity activities in relation to the Competition, free of charge.

## **10. Rights of Organizers**

The Organizers reserve the right at any time in their absolute discretion to cancel or modify the Competition without prior notice.

## **11. Limitation of Liability**

- (a) The Organizers will not be held responsible
  - (i) for any damage, loss, injury or disappointment suffered by any Participant as a result of entering the Competition;
  - (ii) for the safe custody, return, non-delivery or missing of entries, late, misdirected, problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation or downloading any materials in the Competition.

## **12. Confidentiality**

Information disclosed by HDB is Confidential Information and strictly for the purpose of this Competition. All Participants shall **not**: (1) disclose any Confidential Information to any person who is not a registered participant in the Competition, or (2) store and/or keep any Confidential Information in whatever form after the Competition, or (3) commercialise any Confidential Information, without the express written consent of the owner of the Confidential Information.

## **13. Intellectual Property and other rights**

- (a) All ideas and work originating at the Competition shall be governed by a Creative Commons —Attribution 3.0 Unported — CC BY 3.0 License specific to this Competition. All Participants

may copy, modify, distribute and/or commercialise ideas and work originating, whether they are from the participants, Organizers, at the Competition as long as they provide proper credit to the originator. For more information on the license, please refer to <http://creativecommons.org/licenses/by/3.0/>.

- (b) All Intellectual Property (IP) rights developed by the Participants during the Competition belong to the Participants. If the Participant intends to seek IP protection for their inventions subsequently, they are advised to seek independent professional advice and to take the necessary precautionary measures to ensure that their inventions are subsequently patentable.
- (c) HDB will have the right to use, display, broadcast, modify, summarise and communicate their Competition entry, including any Background Intellectual Property used in the Competition entry, to the public and to any entity on any and all media whatsoever, for the purpose of its academic, research, development, education, media publicity and website publishing for a period of five (5) years with effect from conclusion of the Competition. HDB will also reserve the right to freely use and develop any solutions including any resulting IP that is premised on an idea or concept in the Participant's entry for HDB's housing design or building developments.
- (d) The Participants shall at their own expense, do all acts and deeds to procure the aforementioned licence to HDB.

**14. Indemnity**

The Participants shall defend and indemnify the Organizers, its Competition partner(s), employees and any party connected or associated with this Competition from and against any and all liabilities, losses, damages, expenses (including reasonable lawyers' fees) directly or indirectly arising out of the Participants' (1) conduct, activity, error and/or omission, (2) violation of the provisions of this Terms and Conditions of this Competition and/or any law, regulation or rule, and/or (3) actual or alleged infringement of any intellectual property rights or other rights of any third party.

**I have understood and agree to be bound by these Terms of Participation.**

**Name of Participant**

**Signature**

**Date**

\_\_\_\_\_

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\_\_\_\_\_

**FORM A**

**PARENTAL/GUARDIAN CONSENT AND INDEMNITY TO HOUSING & DEVELOPMENT BOARD  
(COMPETITION PARTICIPATION)**

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**Competition** : HDB Cool Ideas Hack  
**Organizer** : Housing & Development Board (“HDB”)  
**Co- Organizer** : Padang & Co Pte Ltd  
**Competition Date** : 24 – 26 June 2016

**To: Housing & Development Board**

**PARENTAL CONSENT AND INDEMNITY TO HOUSING & DEVELOPMENT BOARD (“HDB”)**

**Dear Sirs,**

Instructions:

- 1) Fill in this form and sign where appropriate. Section A is to be filled by Participant and Section B by a Parent/Guardian\* [\* delete where appropriate] for participant below 18 years of age.
- 2) Submit the form to the Organisers when you sign in for the Competition on 24 June 2016.

**Section A: To be Completed by the Participant**

I, \_\_\_\_\_ (Name of Participant),  
\_\_\_\_\_ (NRIC/ Passport / FIN No.) declare that I consent to the terms  
of participation as listed below:

- (a) I am participating in this Competition of my own free will and at my own risk. I agree that the Organizers will not be responsible for any damage, loss or injury that I may suffer or incur.
- (b) I also agree to indemnify the Organizers against any claim made by any party arising from any act or omission on my part in connection with this Competition.
- (c) I agree to accept and abide by the terms and conditions of this Competition and will not dispute their decision on all matters related to the Competition.
- (d) I consent to the reproduction and publication of any picture taken of me at the Competition by the Organizers

\_\_\_\_\_  
Participant's Signature

\_\_\_\_\_  
Date

**Section B: To be Completed by Parent/ Guardian\* of the Participant**

I, \_\_\_\_\_ (Name of Parent/ Guardian\*),  
\_\_\_\_\_ (NRIC / Passport / FIN No.) am the Parent/ Guardian\* of the  
child herein mentioned and I agree to the following:

(a) I unconditionally consent to my child's participation in the Competition. I am aware of and accept the Terms and Conditions of this Competition.

(b) I agree to comply with all instructions relating to my child's health and safety given to me by the Organizers.

(c) I agree to absolve the Organizers, their Competition partners, sponsors, their employees, agents and any party connected or associated with this Competition from all liabilities whatsoever in respect of any death or injury, or loss or damage of property, or cost or expenses incurred.

**Parent/ Guardian\* Details**

**Relationship:** Father/ Mother/ Legal Guardian \*

**Email Address:** \_\_\_\_\_

**Mobile No.:** \_\_\_\_\_

\_\_\_\_\_  
Parent's/ Guardian's\* Signature

\_\_\_\_\_  
Date

**FORM B**

**(To be completed by Firm or Company)**

**CONSENT AND INDEMNITY TO HOUSING & DEVELOPMENT BOARD (COMPETITION PARTICIPATION)**

**Competition** : HDB Cool Ideas Hack  
**Organizer** : Housing & Development Board (“HDB”)  
**Co- Organizer** : Padang & Co Pte Ltd  
**Competition Date** : 24 – 26 June 2016

**TO: HOUSING & DEVELOPMENT BOARD (“HDB”)**

**Dear Sirs,**

Instructions:

- 1) Fill in this form and sign where appropriate by Participant
- 2) Submit the form to the Organisers when you sign in for the Competition on 24 June 2016.

I, \_\_\_\_\_ (NRIC No \_\_\_\_\_) am the  
(Designation \_\_\_\_\_) am authorized to give this consent and Indemnity for and on  
behalf of (Name of Participating Firm or Company \_\_\_\_\_),  
(ACRA Reg No. \_\_\_\_\_). I declare that we consent to the terms  
of participation as listed below:

- (a) We are participating in this Competition of our own free will and at our own risk. We agree that the Organizers will not be responsible for any damage, loss or injury that we may suffer or incur.
- (b) We agree to indemnify the Organizers against any claim made by any party arising from any act or omission on our part in connection with this Competition.
- (c) We agree to accept and abide by the terms and conditions of this Competition and will not dispute their decision on all matters related to the Competition.
- (d) We also consent to the reproduction and publication of any picture taken of our participating employees or staff at the Competition by the Organizers and we warrant that we have the authority to give this consent on behalf of our participating employees or staff.

\_\_\_\_\_  
Participant’s Signature

\_\_\_\_\_  
Date