

## **Terms and Conditions**

“Chingay as you PHOTO it” (the “**Programme**”) is organised by the People’s Association (the “**Organiser**”) in connection with Chingay 2022 (the “**Event**”).

By registering for your participation the Programme and submitting entries, you (also referred to herein as the “**Participant**”) hereby declare that you acknowledge and accept all the terms and conditions set out herein (“**Terms and Conditions**”).

### **(A) PROGRAMME DETAILS AND INFORMATION**

#### **1. About the Programme**

- 1.1 Chingay 2022 “Chingay as you PHOTO it” is part of a series of activities to commemorate Chingay’s 50<sup>th</sup> anniversary (also referred to as “**Chingay50**”). It calls for the community to submit photographed memories of Chingay and its related fringe events such as the heartland parades and carnivals over the last 50 years.
- 1.2 Selected photos will be featured on the different Chingay platforms including (but not limited) to the following (“**Chingay platforms**”):
  - a. Chingay50 Series - Short videos of Chingay that will be streamed on social media platforms;
  - b. The Event Webcast which is streamed live on internet platforms and Telecast on free-to-air TV;
  - c. Hall of Frames E-gallery on the Chingay website;
  - d. Publicity for the Event and/or other future Chingay programmes.

### **(B) RULES ON SUBMISSION AND ELIGIBILITY**

#### **2. Submission details**

- 2.1 Submission begins on 14 August 2021 and will end on 15 November 2021, 2359hrs, Singapore Time.
- 2.2 Entries can be submitted via the Chingay website ([www.Chingay.gov.sg](http://www.Chingay.gov.sg)). Each participant can upload one or more photograph(s).
- 2.3 Each submission must provide all the required information stipulated in the submission form including when the photograph(s) was taken, photographer’s name and a short description about the photograph(s) and the participant’s contact details.
- 2.4 All information and personal details submitted must be true, accurate and complete. Participants may be requested to present their identification documents for verification purposes.

### **3. Eligibility and Criteria**

#### **(A) Eligibility for Participants**

- 3.1 Participation in the Programme is free.
- 3.2 Each Participant who is below 18 years old must ensure that his/her parent or legal guardian has (i) consented to the Participant taking part in the Programme and (ii) agreed to these Terms and Conditions before participating.
- 3.3 All employees of the Organiser and their immediate family members, as well as appointed vendors of the Organiser who are involved in the Programme, may participate in the Programme. However, they will not be eligible to win or receive any Tokens & Prizes.
- 3.4 A Participant may submit an entry displaying multiple individuals in the photograph(s) (i.e. group photograph(s)). However, such submission will be considered by the Organiser as single submission by that Participant only. All other individuals featured in the said photograph(s) will not be considered "Participants", nor will they be considered eligible for any Tokens and Prizes under clause 4.

#### **(B) Criteria for Submission**

- 3.5 For photograph(s) to meet the criteria for submission, it must depict clearly that it is taken in a Chingay context, including but not limited to the Digital Chingay, Chingay Parade, Chingay Carnival, Chingay Heartlands and other Chingay fringe events. The Organiser reserves all rights to exclude any photograph(s) which do not meet the requirement in these Terms and Conditions.
- 3.6 All submissions must include the information including when the photograph(s) was taken, who was the photographer and a short description about the photograph(s) as stipulated in the form during submission. Any omission or inaccuracy of the details may result in the Organisers deeming the submission as not being eligible for any use, Tokens or Prizes.
- 3.7 Each submission must be an original work. By submitting the photograph(s), you declare and represent to the Organiser that:
  - 3.7.1 You are the owner of the copyright to the submitted photograph(s); or
  - 3.7.2 You have the full permission from the copyright holder to submit the photograph(s).

If necessary, the Organiser may require you to provide further documents and/or information to verify the above-stated.

- 3.8 By making a submission to the Programme, you declare and represent to the Organiser that your submission is in compliance with all applicable and relevant laws and regulations (such as those for intellectual property and personal data protection), and that all identifiable individuals in the photograph(s) have given their consent and/or permission for the photograph(s) to be submitted for the Programme, and for its usage as set out in these Terms and Conditions.

3.9 Submissions must not contain any inappropriate content of any kind, including but not limited to content that (i) is obscene, hateful, defamatory, violent or offensive; (ii) promotes discrimination against any group or individual; (iii) contains any religious, political, advocacy or commercial messaging; (iv) contains any viruses, worms, malware, Trojan horses or other harmful software of any kind; or (v) is otherwise deemed by the Organiser to be considered as inappropriate.

#### 4. Token and Prizes

4.1 Only Singapore Citizens and Singapore Permanent Residents, and persons living in Singapore with a valid student or work visa, or long-term visit pass are eligible for the Tokens and Prizes.

4.2 Tokens and Prizes for the Programme will be given out as follows:

4.2.1 The first 1,000 participants will be eligible to receive a Chingay 50 Limited Edition pin. This is on a first-come-first-serve basis, and is limited to one pin per Participant.

4.2.2 The pins will be mailed out via normal postage from December 2021 to March 2022, to all eligible participants at the Singapore mailing address provided. Other Tokens and Prizes may be distributed either by mail, electronic mail, or through self-collection at designated collection points. The Organiser shall not be responsible for any non-delivery due to the provision of a wrong or non-local address by the Participant or due to the loss of mail in the mailing process. Any returned or undelivered items will be considered as forfeited.

4.2.3 Participants whose photograph(s) are selected to be featured in the Chingay platforms will receive a **S\$30 voucher**.

4.2.4 Lucky Draw(s):

4.2.4.1 Fifty (50) lucky winners will be selected at random from all eligible submissions for a **S\$20 voucher** each.

4.2.4.2 One (1) lucky winner will be selected at random from all eligible submissions to win a **3 Day 2 Night hotel staycation worth S\$1,500/-, or such equivalent**.

4.2.4.3 All winning entries which qualify to receive Tokens and Prizes (except for the pins) will be informed via email by 28 February 2022 on the collection arrangements. All Tokens and Prizes that require self-collection must be collected within thirty (30) days from the date of the email.

4.2.5 All Tokens and Prizes are non-transferable and non-exchangeable and may be subject to such other terms and conditions. The Organiser reserves the right to substitute any prize with another of equivalent value without prior notice or liability.

4.2.6 All winning entries will be notified by 28 February 2022 via the email provided in the submission. If such notification cannot be delivered or is not received by the winning Participant for any reason, no further notifications will be sent and the prize shall be deemed as forfeited.

## **5. Selection process**

5.1 For the selection of photograph(s) for the “Hall of Frames E-gallery” on Chingay website (see clause 1.2 above):

5.1.1 All eligible photograph(s) will be selected based on its overall presentation by an independent selection panel formed by the Organiser. The panel will select photos that best exemplifies the Chingay Spirit.

5.1.2 The selected photograph(s) will be uploaded onto the Chingay Website from January 2022.

5.2 For selection of photograph(s) for the Chingay50 Series and Chingay 2022 webcast:

5.2.1 All eligible photograph(s) submissions will be selected by a selection panel formed by the Organiser based on its message clarity, relevance and suitability for the different purposes, in accordance to the artistic direction of the videos.

## **(C) GENERAL TERMS AND CONDITIONS**

### **6. Personal Data**

6.1 The Organiser may collect, use and/or disclose each Participant’s personal information to their officers, employees, appointed service providers, affiliated organisations and event partners, as may be required for the administration of the Programme, the Activities and all matters arising thereunder.

6.2 Each Participant further agrees that the Organiser may use and disclose the Participant’s personal data contained in his/her entry (including but not limited to his/her name, photograph or image, etc.) for the purposes of this Programme and for promotional, marketing and publicity purposes by the Organisers. Where an entry contains the personal data of individuals other than the Participant, the Participant confirms that he/she has obtained each individual’s consent for such use and disclosure of that individual’s personal data for the aforementioned purposes.

### **7. Responsibility for participation**

7.1 Participants shall be responsible for their use of any materials (including but not limited to works protected by copyright or other intellectual property rights) as part of their entry. The Organiser shall not be responsible for any claims of infringement of intellectual property rights by third parties.

7.2 Save for any gross negligence or wilful misconduct on the part of the Organiser, each Participant agrees to indemnify the Organiser against any losses, damages, costs, expenses, claims or liabilities which the Organiser may incur or suffer as a result of or in connection with the Participant’s involvement in the Programme.

7.3 To the extent permitted by law, each Participant agrees not to hold the Organiser, its affiliated organisations and event partners, officers, employees and agents liable for any loss, injury or damage suffered by him/her as a result of his/her participation in the Programme.

7.4 The Organiser shall not be responsible for entries which are inaccessible, lost, misdirected, damaged or undelivered for any reason.

## **8. Usage of Participants' Submissions**

8.1 Ownership of all intellectual property rights over a Participant's submission ("IP") shall remain with the original copyright owner.

8.2 Each Participant grants or ensures that the original copyright owner grants 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-license and communicate his/her entry and IP and at any time and for any purpose set out in these Terms and Conditions, including (but not limited to) communicating the submission and IP to the public or to any entity or for any other form of publicity, without any payment or compensation to the Participant.

8.3 The Organiser shall not be responsible for any claims of IP infringement by third parties as a result of the Participant's breach of these Terms and Conditions, and the Participant hereby agrees to indemnify the Organiser against all such claims, demands and/or allegations.

8.4 Selected Participants may be contacted by the Organiser to understand more about the photograph(s) and to explore being featured as part of the Chingay50 commemoration and/or the publicity of Chingay 2022.

8.5 For the avoidance of doubt, all rights, titles and interests on [www.chingay.gov.sg](http://www.chingay.gov.sg) and its contents are owned by or licensed to the Organiser. No part of the content or material available on in the Chingay Website may be reproduced, republished, transmitted, uploaded, posted, or otherwise distributed in any way without the prior written permission of the Organiser.

## **9. General terms**

9.1 The Participants agree to comply with all prevailing laws as well as all reasonable instructions and requests made by the Organiser. If in doubt, Participants should seek clarification from the Organiser.

9.2 The Organiser may in its sole discretion and without liability:

- a. remove and/or disqualify any entry which does not comply with these Terms and Conditions; or
- b. disqualify any entry if the Participant has provided false or misleading information or otherwise breached any of these Terms and Conditions.

9.3 Participants agree to check the Chingay website ([www.chingay.gov.sg](http://www.chingay.gov.sg)) from time to time for any updates or modifications to these Terms and Conditions and ensure that they familiarise themselves with these Terms and Conditions. Should any dispute arise in connection with the Competition, or with the interpretation or implementation of these Terms and Conditions, the Organiser's decision will be final and binding upon the Participants.

9.4 These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore.