

CIB Awards 2023 (Educational Institutions & Organisations)

Terms and Conditions

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Photo submission

The CIB Awards (Educational Institutions & Organisations) photo submission competition ("Competition") is organised by the National Parks Board ("the Organiser").

This Competition is open to all **Community in Bloom (CIB) gardening groups formed under educational institutions and organisations** and which are registered with or known to the Organiser ("Group").

By participating in the Competition, each and every single member of the Group ("Member") agrees, and the Group collectively agrees to abide by these terms and conditions (as may be amended from time to time).

1. Entry / Eligibility

- a) To avoid doubt, any Group that is not registered with or known to the Organiser shall not be allowed to take part in the Competition and/or be disqualified from the Competition, as the case may be. The Organiser reserves the sole and absolute right to determine the status of a Group.
- b) Entry to this Competition is **free**.
- c) Any Member below the age of 18 as of 1 January 2023 must obtain the consent of his or her parent or legal guardian before participating in this Competition.

2. Competition categories and deadlines

- a) The deadline for submission of an Entry (defined below) is 2359 hours on 14 April 2023.
- b) Entries received after the closing date and time will not be accepted.

3. Submission of Entries

- a) Each Group must submit a minimum of three (3) photographs and a maximum of ten (10) photographs (with all photographs collectively known as an "Entry").
- b) Each Group can only submit one Entry for the Competition.
- c) Each photograph forming part of the Entry must be:
 - 1. submitted digitally in JPEG format; and
 - 2. no larger than 2 MB in JPEG format.
- d) An Entry must be submitted online at <https://go.gov.sg/ciba2023>. Any Entry submitted through other means will be rejected. Any photograph submitted through either means will also be rejected and will not be deemed to be part of the Entry.

- e) An Entry must be accompanied by a completed registration form with the following information:
 - 1. Full name of Group
 - 2. Mailing address in Singapore
 - 3. Contact number of one Member
 - 4. Email address of Group
 - 5. Location where each photograph forming the Entry is taken
 - 6. Caption for the Entry (not more than 50 words per Entry).
- f) Only an Entry with complete and accurate information on the registration form shall be considered. To avoid doubt, Entries that (a) are not accompanied by a registration form(b) not accompanied by a complete registration form will be rejected.

4. Shortlisted Groups

The following shall occur after the Group has submitted an Entry.

- a) The Organiser may shortlist a Group based on its Entry. The number of Groups that are shortlisted by the Organiser shall be at the Organiser's sole discretion.
- b) A Group that has been shortlisted by the Organiser will be notified by email and will be asked to submit, either:
 - 1. the original of (a) selected photograph(s) forming the Entry; or
 - 2. the highest image quality of the selected photograph(s) that is available, which must have a minimum 3800 pixels on its longest side.
- c) A Group whose Entry has been shortlisted under paragraph 4(a), but subsequently fails to comply with paragraph 4(b) may be disqualified from the Competition.

5. Judging

- a) The judging panel will consist of the Organiser and its supporting partners for this Competition.
- b) Should the quality of Entries fall below the required standard, the Organiser reserves the right not to award any prizes.
- c) All decisions made by the judges are final. No correspondence will be entertained regarding the judges' decision.
- d) The Organiser reserves the right to determine a Winner at its sole discretion and is not under any obligation to disclose the criteria for the selection of a Winner.

6. Winners and Prizes

- a) The Competition comprises of two (2) categories:
 - 1. CIB Garden of the Year Award
 - 2. Top 50 CIB Garden
- b) The Group does not need to select the category which it wishes to compete in. By submitting an Entry, the Entry will be automatically submitted for consideration in both categories, provided always that the Group can only win a prize in either category. To avoid doubt, if a Group wins in one category, it will no longer be considered eligible to win in the other category.
- c) Each winning Group will win prizes ("Prizes") as follows:

1. 'CIB Garden of the Year Award' category: vouchers valued at S\$500.00.;
 2. 'Top 50 CIB Garden': vouchers valued at S\$300.00.
- g) All Groups who submit an eligible Entry will also receive a Certificate of Participation.
- h) The Organiser reserves the right to, at any time and in its sole and absolute discretion:
1. change the mechanics through which the Prizes may be won;
 2. replace and/or substitute any of the Prizes with any other item of a similar or lesser value; and/or
 3. change any aspect of the Competition.
- i) The Organiser will notify a winning Group through such channel as it deems fit, and in this regard, reserves the sole and absolute discretion to post all winning Groups' names and the winning Entries on the Organiser's corporate website, the Competition website or such other platform as the Organiser deems fit.
- j) Winning Entries may be exhibited on the Organiser's corporate website, the Competition website and/or a photo exhibition, as the Organiser may decide in its sole discretion.
- k) The Organiser reserves the right to request the Member(s) collecting a Prize on behalf of the Winner to provide proof of identity, age and/or eligibility (if required) in order to claim a Prize. Proof of identification and entry considered suitable for verification is at the sole discretion of the Organiser. To avoid doubt, the winning Groups shall be responsible for all costs arising out of or related to the collection and/or use of the Prizes. The Organiser will not entertain any correspondence or adjudicate in any dispute relating to any claim related to the collection and/or use of the Prizes, including whether a Member of a winning Group is entitled to collect the Prizes on behalf of the rest of the Members.
- l) In the event that the Organiser discovers that:
1. a winning Group is not entitled to participate in the Competition; and/or
 2. a winning Group is subsequently disqualified from participating in the Competition, including but not limited to instances of cheating by the winning Group to win the Competition;
 3. a winning Group cannot provide suitable proof required by the Organiser related to any aspect of the Competition, including collection of Prizes; then the Organiser, in its sole and absolute discretion, reserves the right to:
 4. forfeit the respective Prize awarded to the winning Group; and/or
 5. reclaim the respective Prize after it has been awarded to the winning Group; and do any or all of the following:
 6. subsequently choose a reserve or substitute winning Group;
 7. donate the Prizes as the case may be;
 8. reuse the Prizes for any other competitions and contests that the Organiser may organise;
 9. use the Prizes in any other way or manner as the Organiser sees fit; and the Organiser shall do so without further reference or indulgence to the Groups (whether winning or otherwise).
- m) A winning Group whose Prize has been forfeited shall not be entitled to any payment, compensation or any substitute prize(s) in any form or manner whatsoever from the Organiser

- n) Prizes are non-transferable, non-refundable and non-exchangeable and subject to other terms and conditions as may be imposed by the Organiser. The Organiser reserves the right to substitute prizes where appropriate and the Organiser accepts no responsibility for any variation in the Prizes.

7. Organiser's rights

- a) The Organiser reserves the right to do any one or more of the following:
 - 1. to cancel or suspend the Competition;
 - 2. to disqualify a Group for breaching any of these terms and conditions;
 - 3. to withhold Prizes from a winning Group (including its Members) for breaching any of these terms and conditions;

without prior notice to the winning Group or without first informing the Group, and without being liable in any way whatsoever for any loss, expense, costs, damages or otherwise suffered or incurred by the Group from such disqualification or withholding of the Prizes.

- b) The Organiser reserves the right to revise these Terms and Conditions at any time without prior notice being given, and the Group shall be taken to have agreed to the same.
- c) The Organiser does not make any representations or accept any responsibility as to the accuracy of the information relating to the Competition found on any source whatsoever that is outside the Organiser's corporate website.
- d) The Organiser reserves the right to display an Entry from a Group, even though they may not be a Winner, and shall do so at its sole discretion.

8. Image and Contest Criteria

- a) All photographs submitted as part of the Group's Entry must:
 - 1. be the Group's own work (i.e. all photographs must have been taken by the Members of the Group); and
 - 2. must be taken in Singapore.

- b) Photographs that:
 - 1. have won prizes or commendations in other photography competitions; or
 - 2. have been previously used or are intended to be used for any kind of commercial purposes;

must not be submitted as part of the Group's Entry. The Organiser reserves the right to reject any Entry that has been found to be in breach of this paragraph 8(b) and/or disqualify the Group from participating in the Competition.

- c) Digital manipulation that distorts the reality of the photographs submitted as an Entry is strictly prohibited. Only basic enhancements such as sharpening, contrast and brightness adjustment, converting colour images to black and white are allowed. The Organiser's decision as to what constitutes a basic enhancement to the photograph(s) forming the Entry shall be final, and the Organiser shall not entertain any correspondence related to the same.
- d) Any Entry (including individual photographs) submitted for this Competition shall not contain defamatory, libellous, offensive, violent, infringing, obscene, pornographic, sexual, indecent or unlawful material or information that violate local laws and regulations, or as may be determined by the Organiser in its sole discretion.

- e) Any Entry which is incomplete, illegible, incomprehensible or which is not received by the Organiser by the deadline will be deemed void and shall not be considered further for evaluation during the Competition.
- f) The Organiser reserves the absolute right to do any one or more of the following:
 - 1. to disqualify an Entry;
 - 2. to remove an Entry or photographs forming part of an Entry that does not comply with these terms and conditions;
 - 3. to remove an Entry or photographs forming part of an Entry that are deemed to be of poor quality or inappropriate by the Organiser;
 - 4. to remove a false and/or deceptive Entry or photographs forming the Entry;

and where necessary, such Entry or photograph forming an Entry shall be removed from the Competition and where necessary, such Entry or photograph forming an Entry shall be removed from the Organiser's and/or the Competition's website.

9. Intellectual Property

- a) By participating in this Competition, the Group (including its Members) represents and warrants that:
 - 1. they are the sole owner of all intellectual property rights (including copyright) and other proprietary rights to the photographs, images, content of the caption, and any creative work and materials forming the Entries that are entered the Competition. In the event that any third party alleges that any such submission, entry or work infringes the copyright or any other proprietary right of such third party, the Group (including its Members) agrees and undertakes to, at all times, indemnify, keep indemnified and hold the Organiser harmless against all losses (including direct, indirect, incidental and consequential losses), damages, injuries, demands, proceedings, claims, fees (including all legal fees between solicitor and client or otherwise on a full indemnity basis) actions, recoveries, judgment or execution, howsoever it may have been cause or arose or resulted from; and
 - 2. they have not licenced or assigned any copyright or intellectual property right in their Entry or work to any third party anywhere in the world.
- b) The Group retains full copyright of the Entry (including the photographs forming the Entry) entered for the Competition.
- c) It is the legal responsibility of the Group, and not the legal responsibility of the Organiser of the Competition, to ensure compliance with all ownership and copyright requirements to reproduce the Entry for the Competition.
- d) The Group grants the Organiser a non-exclusive, perpetual, royalty-free and transferable right to use, reproduce, edit or distribute any materials (including the Entry) submitted for the Competition in any media format and any media channels as deemed fit by the organiser, for the purposes of paragraph 9(g) below, and promoting the Competition or the causes that the Organiser stands, including:
 - 1. Awareness of the Competition; and
 - 2. Promotion of Nature in Singapore.
- e) The Group further grants the Organiser the right to grant a sub-licence to any public agencies or ministry that the Organiser may collaborate with for the purposes of paragraph 9(d).

- f) The Group will be credited where an Entry is published or displayed by the Organiser, subject always to the Organiser's sole discretion in the style and manner that the Group is credited.

The Organiser

- g) The Organiser reserves the right to use, reproduce, edit and distribute the Entry for publication and/or display in any media format and any media channels without obtaining further prior permission and payment of any fees or royalty to a Group. The Entries may be used for the following purposes:
 - 1. Operating, administering and promoting the Competition (whether before, during and after the Competition);
 - 2. Displaying the Entry on the Competition website and/or the Organiser websites;
 - 3. Issuing a media release or making media pitches regarding the Competition;
 - 4. Usage of the Entry during the Organiser's roadshows, exhibitions and in publications both printed and online, for purposes which are non-profit in nature, such as for the promotion of nature awareness in Singapore.

10. Liability

- a) The Organiser will exercise care in handling the Entry submitted. However, they will not be liable for any loss of or damage to the Entry howsoever caused.
- b) The Group and its Members shall assume and accept all risks in respect of loss, injury, damage or liability which may arise as a result of or in connection to the Group's participation in the Competition and shall not hold the organiser responsible for any loss, damage, expense and cost which the Group (including its Members) may sustain or incur as a result of participating in this Competition, except for liability which cannot be excluded by law.
- c) The Group shall defend, fully indemnify and hold the Organiser and its employees and agents harmless from and against:
 - 1. All liabilities, damages, losses, costs (including legal costs on a full indemnity basis) and expenses arising from any claims, demands, actions, proceedings, judgment or execution which the Organiser, its employees or agents may suffer or incur from or in connection to the Group's participation in the Competition and
 - 2. Any claims, demands, actions, proceedings, judgment or execution, arising from infringement or alleged infringement of any copyright or other intellectual property right or violation of confidentiality in the Entries produced, reproduced or submitted the Competition.

11. Use of information and publicity

- a) Groups (including winning Groups and participating Groups) and/or Members may be interviewed by the Organiser and/or the media for the purposes related to this Competition. To avoid doubt, it is deemed that in participating in the Competition, all Members of Groups consent to the collection, use and disclosure of their names and/or likeness (including any image or voice of the winning Groups) for editorial and/or marketing and/or publicity purposes by the Organiser, as the case may be, and without any payment and/or compensation due to the Groups (except where specifically prohibited by law).
- b) Notwithstanding clause 11(a), a winning Group or its Members shall not, without the prior written approval of the Organiser, speak to any members of the media nor give any interviews or comments relating to the Competition.

- c) It is a condition precedent in this Competition that a participating Group (including its Members) consents to the information he/she/they submit with their Entry, including and not limited to personal contact information, social media network handles, publicly accessible data via the application programming interfaces or the said social network handles an being entered into a database. The Organiser may use this information to facilitate the mechanics of any contest.
- d) If necessary, the personal information submitted by the Members of the Groups may be shared between the Government of the Republic of Singapore (including its ministries, departments, organs of state) and public authorities (including statutory boards) ("Public Service Entities"), in order to conduct the Competition in the most efficient and effective way, unless such sharing is prohibited by law.
- e) The personal information submitted by the Members of the Groups will not be shared with entities which are not Public Service Entities, except if the Organiser is required to share the personal information by operation of law.
- f) To safeguard Members' personal data, all electronic storage and transmission of personal data are secured with appropriate security technologies.

12. General Law and Disclaimer

- a) A person who is not a party to any agreement governed by these Terms and Conditions shall have not have any rights under the Contracts (Right of Third Parties) act to enforce any terms of such an agreement.
- b) In the event of any disparity in the interpretation of the terms and conditions, the Organiser's version will prevail. Should any dispute arise in connection with the Competition or these Terms and Conditions, the decision of the Organiser is final. The Organiser shall at no time be obliged to give any reason or enter into any correspondence with any person on any matter concerning the Competition.
- c) The Organiser has the sole and absolute discretion:
 - 1. To disqualify any Group or Member that does not meet the criteria as set out in these Terms and Conditions; and
 - 2. to determine the eligibility of a Group or Member in participating in the Competition.

Such determination shall be final and conclusive and the Organiser shall at no time be obliged to give any reason for its decision or determination.

- d) The Organiser shall not be responsible for any injury, loss and/or damage suffered by any person, Group or Member arising out of the use of the or in connection with the Competition (including the Prizes), including without limitation any error in computing chances, any notice which is misdirected or lost in the postal system, loss of income, loss of profits or goodwill, or any direct or indirect, incidental, consequential, exemplary, punitive or special damages however arising and whether in contract, tort, negligence or otherwise.
- e) Cancellation, termination or suspension by the Organiser of this Competition shall NOT entitle any person, Group or Member to any claim or compensation against

the Organiser for any and all losses and/or damages suffered or incurred (whether directly or indirectly) as a result of the said cancellation, termination or suspension.

- f) These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore for every purpose, and all Groups and Members shall be deemed to have agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.

For more information, please log on to CIB Awards 2023 (Educational Institutions & Organisations) website at <https://go.gov.sg/cibawards>.