

Singapore Garden Photographer of the Year
Photo Competition (Instagram Category)
Terms and Conditions

The Singapore Garden Photographer of the Year Photo Competition (“Competition”) is organised by the National Parks Board (“Organiser”). By participating in the Competition, the participant (“Participant”) agrees to unconditional acceptance of the following Terms and Conditions.

1. Entry / Eligibility

- 1a. This Competition is open to all Singapore citizens and residents of Singapore. An eligible participant must be an individual and agree to abide by these Terms and Conditions.
- 1b. Entry to this Competition is free.
- 1c. Participants must (a) have reached the age of thirteen (13) years and (b) be a registered Instagram user and (c) enter in his/her own name. If the Participant has not already registered for his/her free Instagram account, he/she can download the Instagram App on his/her mobile device and follow the instructions to sign up.
- 1d. Members of the Competition’s organising committee are not eligible to participate in this Competition.
- 1e. Participants below the age of 18 must obtain consent of his/her parent or legal guardian before participating in this Competition and shall submit proof of such consent, if required by the Organiser. This consent shall imply that the parent or legal guardian agrees to the Terms and Conditions set out herein.
- 1f. The Organiser reserves the sole and absolute discretion to exclude or disqualify any Participant and/ or entry from the Competition.

2. Competition Categories and Deadlines

- 2a. This Competition has 3 themes (“Themes”) with different submission deadlines, as follows:

Themes		Submission Deadline
Theme 1:	Gardens and Landscapes	Wednesday, 22 February 2017
Theme 2:	People and Nature	Wednesday, 24 May 2017
Theme 3:	Our BiodiverCITY	Wednesday, 23 August 2017

- 2b. Entry to the Competition shall be through Instagram. Entries must contain the following hashtags:

- (a) #sgpy_gardens hashtag for Theme 1;
- (b) #sgpy_people hashtag for Theme 2;
- (c) #sgpy_biodiverCity hashtag for Theme 3;

And a short caption describing the photograph.

- 2c. Closing deadline for submission of entries is 12 noon, Singapore time on the respective dates indicated above (“Closing Deadline”). Entries received after the Closing Deadline will not be accepted by the Organiser.

3. Submission Criteria

- 3a. Participants may submit as many entries as they want by including the hashtags and captions, until the Closing Deadline.
- 3b. Participants may submit entries for both the Open Category and Instagram Category, subject to the category’s respective terms and conditions.
- 3c. Photograph entries submitted must be the Participant’s own work and must be taken in Singapore.
- 3d. Photographs that have won prizes in other photography competitions, or have been previously used or are intended to be used for any kind of commercial purposes, must not be submitted.
- 3e. Digital manipulation that distorts the reality of the photographs is not allowed. Basic enhancements and effects/ filters made available by phone applications are allowed.
- 3f. Should multiple users of the same Instagram account enter the Competition and a dispute thereafter arises regarding the identity of the Participant, the authorised account holder of the said Instagram account at the time of submission will be considered the Participant and he/she will be required to comply with these Terms and Conditions. (“Authorised account holder” is defined as the natural person who is assigned an account by Instagram. Participants may be required to show proof of being the authorised account holder associated with their Instagram account.)
- 3g. By participating in this Competition, the Participant warrants that he/she has not trespassed into any areas closed to the public and has put the welfare of the subject (if applicable) foremost and has not obtained the photograph via any unethical means including but not limited to:
 - (i) displacing, provoking, harassing or causing distress to the subject in any way;
 - (ii) feeding or baiting the subject;
 - (iii) using a lure or playback of calls; and/or
 - (iv) using flash photography on the subject.

4. Shortlisted Participants

- 4a. Shortlisted Participants will be notified and may be asked to submit the original photograph, or the highest resolution/image quality of the photograph.

5. Judging

- 5a. The Organiser reserves the right not to award any prizes, if in their opinion, none of the eligible entries meet the required standard for that prize or the prizes.
- 5b. The decision of the judges shall be final. No correspondence will be entertained regarding the judges' decision.

6. Winners

- 6a. Each eligible Participant will stand a chance to win one prize per Theme.
- 6b. Winners will be notified via an Instagram post and his/her name will be announced publicly through the Organiser's Instagram page and on other related social media channels managed by the Organiser (e.g. Facebook, Organiser's Corporate Website). The winner has 7 calendar days ("Cut off Period") to accept the prize upon being notified of the result and to provide to the Organiser with his/her contact details, failing which, the prize may be forfeited. Where prizes are unclaimed after the Cut Off Period, the Organiser reserves the right to select an alternative winner from the remaining participants.
- 6c. The Organiser reserves the right to change, add or substitute the prizes. Prizes which are not collected within one month from the date of notification shall be disposed by the Organiser as it deems fit.
- 6d. Prizes are non-transferable and no cash equivalent will be offered.
- 6e. Winners may be interviewed by the Organiser and the media. All winners consent to public disclosure of their names and the results of the Competition.

7. Organiser's Rights

- 7a. The Organiser reserves the right to cancel or suspend the Competition, or disqualify any Participant or entry that does not comply with any criteria stated in these Terms and Conditions and withhold prizes from any Participant who has breached any of these Terms and Conditions.
- 7b. The Organiser reserves the right to use the winners' names, images, captions and comments relating to their Competition experience for the purpose of any announcement or promotional, marketing or publicity purposes in any media without any fee being paid.
- 7c. The Organiser reserves the right to request the winner to provide proof of identity and age and/or eligibility (if required) in order to claim a prize. Proof of identification and entry considered suitable for verification is at the discretion of the Organiser.

In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.

- 7d. The Organiser reserves the right to revise these Terms and Conditions at any time without prior notice being given.

8. Intellectual Property

The Participant

- 8a. The Participant warrants that he/she is 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 entered for this Competition (collectively, the "Materials"), and that he/she has not licensed or assigned any intellectual property rights in the Materials to any person.
- 8b. The Participant retains full copyright of the Materials entered for the Competition.
- 8c. It is the legal responsibility of the Participant, not the Organiser or sponsors of the Competition, to ensure compliance with all ownership and copyright requirements to reproduce the Materials for this Competition.
- 8d. The Participant grants the Organiser a non-exclusive, royalty-free and transferable right to use, reproduce, publish, publicly display, print, edit or distribute any Materials submitted for the Competition in any media format and any media channels as deemed fit by the Organiser for the purposes of promoting the Competition, raising awareness for the Competition and promoting nature awareness in Singapore.
- 8e. Entries that do not fulfil the above criteria will be deemed ineligible and will be disqualified.

The Organiser

- 8f. The Organiser reserves the right to use, reproduce, publish, print, edit and distribute any Materials submitted for this Competition 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 the Participant. The Materials may be used for the following purposes:
- (i) Operating, administering and promoting the Competition, before and after the Competition has ended;
 - (ii) Displaying the Participant's Materials on the Competition website and/or the Organiser and sponsors' websites;
 - (iii) Issuing a media release or making media pitches with Materials regarding the winning entries; and/or
 - (iv) Usage of the Participant's Materials 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 promoting nature awareness in Singapore.
- 8g. Where any Materials of a Participant is published or displayed by the Organiser or sponsors, the Participant will be credited.

9. Liability

- 9a. The Organiser will exercise care in handling the entries or Materials submitted but will not be liable for any loss of or damage to the entries or Materials howsoever caused.
- 9b. The Participant shall assume all risks in respect of loss, injury, damage or liability which may arise as a result of or in connection to the Participant's participation in the Competition, and shall not hold the Organiser responsible in respect thereof except for liability which cannot be excluded by law.
- 9c. The Participant shall defend, fully indemnify and hold the Organiser and its employees and agents harmless from and against:
- (i) 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 Participant's participation in the Competition; and
 - (ii) 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 Materials produced, reproduced or submitted for the Competition.
- 9d. This competition is in no way sponsored, endorsed, administered or associated with Instagram. The entries and personal data provided by the Participants are collected by the Organiser and not Instagram. Questions, comments or feedback concerning this Competition are to be addressed to the Organiser only and not to Instagram. Instagram is to be released from all damages, losses and expenses of all kind, which might result in claims regarding the Competition.

10. Acceptance of Terms, General Law and Disclaimer

- 10a. In the event of any disparity in the interpretation of these 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.
- 10b. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore for every purpose.

This Instagram competition is held in conjunction with the "Singapore Garden Photographer of the Year" Photo Competition (Open Category).

For more information, please log on to NParks' "Singapore Garden Photographer of the Year" Photo Competition website at www.nparks.gov.sg/sgpy.