

***Singapore Garden Photographer of the Year***  
**Photo Competition (Open 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 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.
- 1d. Members of the Competition's organising committee are not eligible to participate in this Competition.
- 1e. 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") and 2 sub-themes ("Sub-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      |
| Sub-theme 2a: | Fort Canning Park (People and Nature)  |                             |
| Theme 3:      | Our BiodiverCITY                       | Wednesday, 23 August 2017   |
| Sub-theme 3a: | Marine Biodiversity (Our BiodiverCITY) |                             |

- 2b. 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. Each Participant is encouraged to submit an entry for all Themes and Sub-themes. A maximum of 10 photographs per Theme and 10 photographs per Sub-theme per Participant is allowed.
- 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. Only basic enhancements such as sharpening, contrast adjustment, conversion of colour images to black and white are allowed.
- 3f. Each photograph entry must be submitted digitally in JPEG format and be no larger than **2 MB** in size. The longest side of the photograph must be at least 2000 pixels in JPEG format.
- 3g. All entries must be submitted online to **[www.nparks.gov.sg/sgpy](http://www.nparks.gov.sg/sgpy)**.
- 3h. 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 by email and asked to submit the original photograph, or the highest resolution/image quality of the photograph with minimum 3800 pixels on its longest side. Participants may also be required to submit the photograph taken immediately before and after the photograph entry submitted. Participants who fail to submit the photographs as required may be ineligible to win any prize.

## **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.
- 5c. The top 3 winning entries for each Theme (excluding the Sub-themes) will be included for a final round of judging for the **'Overall Best'** prize.

## **6. Winners**

- 6a. Each eligible Participant will stand a chance to win one prize per Theme and/or a bonus prize per Sub-theme.
- 6b. All prizes shall be collected in Singapore within **one month** from the Prize Presentation Ceremony. Where prizes are unclaimed, the Organiser reserves the right to select an alternative winner from the remaining participants.
- 6c. Prizes are non-transferable and no cash equivalent will be offered.
- 6d. The Organiser reserves the right to change, add or substitute the prizes. Prizes which are not collected shall be disposed by the Organiser as it deems fit.
- 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, 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.

#### **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.

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