

**“SUNGEI BULOH WETLAND RESERVE CELEBRATES NPARKS BIODIVERSITY WEEK”  
PHOTOGRAPH-SHARING EVENT 2016  
TERMS AND CONDITIONS**

**1. Eligibility**

1.1 The Sungei Buloh Wetland Reserve photo-sharing event is open to all Singapore citizens and residents of Singapore. NParks reserves the sole and absolute discretion to exclude or disqualify any participant and/or submission from participating in the Sungei Buloh Wetland Reserve photo-sharing event.

1.2 Participants affirm that they are either more than 21 years of age or have sought and obtained parental or legal guardian consent, and are fully able and competent to enter into these Terms and Conditions, and agree to abide by and comply with the same.

**2. Submission Criteria**

2.1 By participating in the photo-sharing event, the participant warrants that:

- (a) he/she is the sole legal and beneficial owner of all intellectual property rights to any entry or work (such as photographs, written works or drawings) submitted by him/her. In the event that any third party alleges that any such entry or work infringes the copyright or other proprietary right of such third party, the participant shall defend and indemnify NParks from and against any and all claims, demands, actions, proceedings, recoveries, judgment or execution resulting and/ or arising there from;
- (b) he/she has not licensed or assigned any copyright or intellectual property right in his/her entry or work to any third party anywhere in the world;
- (c) he/she has put the welfare of the subject foremost and has not obtained the photo 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
  - (iv) using flash photography on the subject
- (d) he/she has not trespassed into any areas closed to the public;
- (e) he/she has not manipulated the digital image in any way which materially alters the integrity of the original scene's content and context as it appeared in the viewfinder apart from minimal cropping or the normal processing of RAW image files or minor adjustments to colour and contrast;

- (f) he/she has not breached the provisions of the Parks and Trees Act or its Regulations in any way in obtaining the photograph.

2.2 All entries or works submitted shall be according to the theme of the event and shall not contain defamatory, violent, inappropriate, indecent or unlawful material or information.

2.3 NParks reserves the right to disqualify any entry or work that does not comply with the criteria stipulated in these Terms and Conditions or are deemed to be of poor quality or inappropriate by NParks, and where necessary, such entry or work shall be removed from NParks' official website. False and/or deceptive entries or works shall also render those entries or works ineligible.

2.4 Any entry which is incomplete, illegible, incomprehensible or not received by NParks will be void. NParks reserves the right to disqualify any entry which does not comply with the criteria stipulated in these Terms and Conditions or is otherwise deemed ineligible by NParks.

### **3. Use of Material**

3.1 The participant hereby grants NParks a worldwide, exclusive, royalty-free, sub-licensable and transferable right to use, reproduce, distribute, edit or produce derivative works of, display and/or publicise his/her entry or work in any media format and any media channels or for any purpose as deemed fit by NParks, whether in print, online and/or electronic form.

3.2 Where any materials of a participant is published or displayed directly by NParks, the participant will be credited.

### **4. Selection of Photos**

All selected entries for the photo-sharing event shall be decided by NParks.

### **5. Use of Information and Publicity**

5.1 NParks may exercise its sole discretion to use the contributors' names, identification, image, and comments relating to the photo-sharing event for promotional, marketing and publicity purposes in any media without any fee being paid.

5.2 Participants registering for the photo-sharing event and/or opting in to receive offers and special member services from NParks consent to the information they submit with their entry being entered into a database and NParks may use this information to contact the participant with exclusive news and updates from NParks. The participant shall also be bound to the privacy policy which may be found at <https://www.nparks.gov.sg/privacy-statement>.

5.3 It is a condition precedent in this submission that participants consent to the information they submit with their entry, including and not limited to; personal contact information, social media network handles, publically accessible data via the application programming interfaces (APIs) of said social network handles, being entered into a database and NParks may use this information to facilitate the mechanics of future submission.

## **6. Amendments and Cancellation**

6.1 NParks reserves the right to modify, cancel, terminate or suspend the photo-sharing event in whole or in part, at its sole discretion, or if it believes the photo-sharing event is not capable of being conducted smoothly or in the event of a virus, bug or unauthorised intervention or any other cause beyond the reasonable control of NParks that could corrupt or affect the administration, security, impartiality or normal course of the photo-sharing event.

6.2 NParks reserves the right to revise, modify or change these Terms and Conditions or any part thereof at any time without prior notice being given.

## **7. Limitations and Indemnity**

7.1 The participant shall assume all risks in respect of loss, injury, damage or liability which may arise as a result of or in connection with the participant's participation in the photo-sharing event or his/her submission of any entry or work.

7.2 NParks shall not be responsible for any loss, injury damage, liability, expense and/or cost which the participant may sustain or incur as a result of his/her participation in the photo-sharing event, except for liability which cannot be excluded by law. In particular, in no event shall NParks, its officer, employees or agents be responsible for any interruption or cessation of transmission whether caused by technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, traffic congestion on the internet or at any website, or any combination thereof, any bugs, viruses, trojan horses or the like which may be transmitted to or through NParks' website by any third party, any errors or omissions in any entry, work, or content, or any loss or damage of any kind incurred on the participant's or any other person's computer as a result of the participant's submission of any entry or work to the submission, or otherwise related to or resulting from participation in the submission, except for any liability which cannot be excluded by law.

7.3 The participant (including his or her heirs, parents, legal guardians, executor and/or administrators) shall defend and be solely liable for, fully indemnify and hold NParks, its officers, employees and agents, to the maximum extent permitted by the law, harmless from and against:

- (a) all liabilities, damages, losses, costs (including legal costs on a full indemnity basis and/ or reasonable solicitor's fees) and expenses of any nature arising from any claims, demands, actions, proceedings, recoveries, judgment or execution which NParks, its officers, employees or agents, may suffer or incur by, from or in connection with the participant's participation in the submission; and/or
- (b) any claims, demands, actions, proceedings, recoveries, judgment or execution arising from infringement, alleged infringement, violation of confidentiality, patent, copyright or any other intellectual property rights in the entries, documents and materials produced and submitted for the submission.

7.4 The participant agrees that it shall not hold NParks nor its authorised vendors (if any), and their respective officers, employees and agents, responsible or liable for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration or unauthorised access to entries, or entries lost, damaged or delayed whether or not arising during operation or transmission as a result of server functions (including but not limited to

security functions by software used by NParks or any third party), virus, bugs or other causes outside its control.

## **8. Governance**

These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore for every purpose.