THE NUSPS MONTAGE 2024 COMPETITION IS ORGANISED BY THE PHOTOGRAPHIC SOCIETY OF THE NATIONAL UNIVERSITY OF SINGAPORE, NUSPS ("ORGANISER") AND SUPPORTED BY CANON, CATHAYPHOTO, NATIONAL YOUTH COUNCIL (NYC), AND NATIONAL UNIVERSITY OF SINGAPORE.

- 1. The document herein includes all the applicable terms and conditions for the participants as publicly postulated in this document.
- 2. By submitting an entry to NUSPS MONTAGE 2024 Competition (the "Competition"):
  - you hereby acknowledge that you have read and fully understood these terms and conditions (the "Terms & Conditions") which include all information on how to enter, how the winners will be determined, the prizes provided, and how personal data will be collected, retained, used, shared and distributed as deemed appropriate by NUSPS;
  - you expressly agree to be bound by the Terms & Conditions, including, in particular but not exhaustively, those relating to the collection, retention, use and sharing of personal data;
  - 3. you confirm that you do not, have not, and will not breach any law in your country of residence regarding the legality of entering the Competition.
  - 3. The Organiser reserves the right, in its sole and absolute discretion, to:
    - amend, vary, or add any of the Terms & Conditions at any time before, during, and after the Competition without prior notice and by entering the Competition you agree to any such amended Terms & Conditions. If the Organiser amends or varies any Terms & Conditions relating to the collection, retention, use and/or sharing of personal data that has already been collected, such amendments and/or variations will be posted as revised versions of this document and

- terminate or disqualify any Participant's entry for the Competition or reclaim and/or disqualify any Prize(s) (as defined below) at any time if it is the sole opinion of the Organiser that there has been a breach of any of the **Terms & Conditions** by such Participant (whether discovered during or after the end of the Competition).
- 3. The Organiser reserves the right to change the **Terms & Conditions** at any point of time as deemed appropriate without prior notice.

## **Entry to the Competition**

- 1. A "Qualifying Entry" refers to the successful submission of a completed entry by a Participant together with any other information requested upon submission. The Participant is fully responsible for completing the submission process and ensuring such successful submission has been executed. The completion, validity, and quantity of the particulars of each entry shall be determined at the Organiser's sole discretion.
- 2. A "Participant" refers to a person within the age range of 13 and 28 (inclusive) as of 1st Jan 2024 (a person aged 17 or below must obtain mandatory approval from their guardians) who is a Singapore citizen and/or currently resides in Singapore, and who submits a Qualifying Entry during the Competition Period. Participants must be at least 18 years old to enter the competition independently. For participants aged 17 years or below, it is mandatory to obtain consent from a parent or legal guardian aged 21 years or above. The participant is responsible for ensuring their parent or legal guardian is fully aware of and agrees to their entry and submission for the competition. The Organiser allows flexibility in how this consent is obtained and documented but will not be liable for any submissions made by participants aged 17 years or below without the required consent. Any failure to comply with this requirement will be considered a breach of these terms and conditions and the submission will not be considered valid. The Organiser will not be held responsible for any negligence conducted by the Participant aged 17 or below who has violated point 6 in any way.
- 3. You may submit up to 3 entries in the Competition through the social media platform Klick, and are following @nusps, @canonsingapore, @nycsg and @cathayphoto on Instagram and you use the relevant

- hashtags in your Klick posts (#NUSPS, #Montage2024, #CanonSingapore #CathayPhoto, #nycsg, and #youngchangemakers) for Montage 2024.
- 4. Notwithstanding the above, where your entry in the Competition is prohibited or restricted by law or otherwise in your place of residence, it shall be deemed as completely void and will not be considered at all by Organiser and Sponsors.
- 5. No purchase is necessary to enter the Competition. Members of the Organising Committee and any partners, related companies, sponsors and/or advertising agencies will not be held responsible and will not reimburse any monetary and/ or materials incurred before, during, or after the Competition.
- 6. Members of the Organising Committee and any partners, related companies, sponsors and/or advertising agencies, as well as their immediate families, may not enter the Competition under any circumstances.
- 7. This Competition is solely based on skills particularly relating to photography. Chance plays no part in determining the winners. All entries will be judged individually on their merits as chosen by the Organiser and the Sponsors, as set out in Paragraphs 14 to 17 below.

# **The Competition**

- The Competition is open for entry from 25th May 2024 17:00 hours (Singapore Time) to 13th July 2024 23:59 hours (Singapore Time) (the "Competition Period"). The Competition Period is subject to change without prior notice at the absolute discretion of the Organiser.
- 2. Any entry submitted before the Competition Period or after the close of the Competition Period shall be void and deemed as invalid by the Organiser and the Sponsors.
- 3. To participate, all Participants are required to complete the following during the Competition Period:
  - 1. Submit up to **THREE** photographs/entries that follow the theme "Perspective: Youths in Focus" from the Participant's point of view.

- 1. Images must be original photographs captured by the Participant. For the avoidance of doubt, artwork and illustrations will not be accepted.
- 2. Participants must be within the age range of 13 and 28 (inclusive) as of 1st Jan 2024
- 2. All the Images are uploaded via Klick and Participants must ensure that:
  - 1. Appropriate category hashtags must be used (i.e.) in the submitted Klick post.
  - 2. The accompanying hashtags must also to be used: #NUSPS, #Montage2024, #CanonSingapore #CathayPhoto, #nycsq, and #youngchangemakers.
  - 3. The participant must retain the original image files (e.g. camera RAW, DNG, JPEG/JPG file with EXIF data, etc.). Shortlisted participants will be required to submit these items for verification purposes. If you fail to produce the files upon request during the stipulated grace period, your entry will be disqualified.
  - 4. The participant must be following @nusps, @canonsingapore, @nycsg and @cathayphoto on Instagram.
- 3. Submissions are only valid if they satisfy the bare minimum following conditions:
  - Participant follows @nusps, @canonsingapore, @nycsg and @cathayphoto on Instagram
  - 2. Relevant hashtags are used #Montage2024 along with (#NUSPS, #CanonSingapore #CathayPhoto, #nycsg, and #youngchangemakers.).
- 4. Other information to take note of:
  - No submission fees are required
  - 2. Each participant can submit up to 3 entries/photographs (i.e. 3 photos in TOTAL). Any further photographs submitted will be disregarded
  - Must be residing in SINGAPORE during the duration of the event

- 4. Participants acknowledge and agree that for their Images to be eligible for the Competition, they must comply with the following conditions:
  - 1. the Images must be wholly the original work of the Participant, and shall not infringe the intellectual property rights of any third party;
  - the Images must not have previously won or be shortlisted for any professional awards/prizes and/or be utilised previously in any marketing and advertising campaigns in any way or method;
  - 3. the Images submitted should be taken legally and in compliance with Singapore Law;
  - 4. no digital manipulation of the Images are permitted except for colour correction, the addition of filters and cropping, under agreeable amounts to be determined at the discretion of the Judges. The images submitted should not distort reality; whether a photo is deemed to distort reality is up to the discretion of the Organiser and judges.
  - 5. The correct hashtags must be used.
- 5. At the end of the Competition Period:
  - one (1) grand 1st prize winner (the "1st Prize Winner") will be selected by a panel of judges (the "Judges") authorised and selected by the Organiser and Sponsors, primarily based on the creative and artistic merits of the Images as well as the Scoring Criteria as stated in the FAQs section;
  - 2. one (1) 2nd prize winner (the "2nd Prize Winner") will be selected by the Judges based on the creative and artistic merits of the Images as well as the Scoring Criteria as stated in the FAQs section;
  - 3. one (1) 3rd prize winner ("3rd Prize Winner") will be selected by the Judges based on the creative and artistic merits of the Images as well as the Scoring Criteria as stated in the FAQs section:
  - 4. three (3) honorary mentions ("Honorary Mention") will be selected by the Judges based on the creative and artistic merits of the Images as well as the Scoring Criteria as stated in the FAQs section;

- 5. All Images will be judged on originality, technical excellence, composition, overall impact, artistic merit, subject matter relevance, and other additional criteria as deemed appropriate by the Organiser and the Sponsors.
- 6. Any Participant who is found by the Organiser or the Sponsor to have plagiarised their submission shall not be considered for any prizes and will be disqualified or terminated without prior notice and blacklisted from all future events and competitions by the Organiser.

# 6. The Judging is as follows:

- Judges will go through the entries and shortlist a certain number of entries. Shortlisted participants must submit the original JPEG files/film negatives of their entries to the Organiser when contacted from dates 20th July onwards. Failure to do so will result in their shortlisted spot being forfeited.
- 2. Final judging by official judges and partners chosen by the Organiser and/or the Sponsors. The Organiser may select members of the Sponsors to be the official judges, if deemed appropriate, without prior notice.
- 3. The Organiser and judges reserve the right to request for further supporting documents in relation to any entry.
- 7. The judges' decision is final and no correspondence pertaining to the judging process will be entertained. Judges are chosen strictly by NUSPS and the committee reserves the right to amend, change and switch judges accordingly as deemed appropriate without prior notice.
- 8. The 1st Prize Winner, 2nd Prize Winner, 3rd Prize Winner, and 3 honorary mentions (the "Prize Recipients") will be selected and notified individually by private message ("PM") via email or any other social media platforms deemed suitable by the Organiser. The Prize Recipients will be required to acknowledge receipt of the PM by providing such information as may be requested by the Organiser (including but not limited to full name and birthdate of the Prize Recipients) to the Organiser within three 3 days (72 hours) of such notification, failing which his/her Prize will be forfeited automatically and the Organiser shall be free to deal with the Prize in any manner as the Organiser sees fit.

- 9. Prize Recipients acknowledge and agree that upon confirmation of receipt of the Prize, the Prize Recipients agree to:
  - Have their full name and their Images displayed on the NUSPS Social Media Accounts, Montage 2024 Website and Exhibition (and any other publicity platforms) for as long as necessary.
  - 2. Such Images and content belong to the Organiser and the Sponsors and can be legally used by the Organiser and the Sponsors as they deem fit.
- 10. Judges are required to declare that they have been impartial and objective in assessing the entries to the best of their abilities.
- 11. Any participant found to influence the judging process, whether by bribing or approaching the judge regarding his/her entry, will be disqualified and blacklisted from Montage in the future. Judges that accept any such bribes or requests will be immediately removed from the judging panel.

### **Prizes**

#### 12. All Winners will:

1. Be featured and credited on the Website and NUSPS social media platforms;

#### 13. Provided that:

- 1. The Organiser and Sponsors reserve the right to change the prize without prior notice
- 14. The 1st Prize Winner will be receiving one (1) Canon EOS R10 (RF-S18-45mm F/4.5-6.3 IS STM) and \$50 Cathay Photo voucher (subject to change at the Organiser's sole discretion).
- 15. The 2nd Prize Winner will receive one (1) Canon EOS R50 (RF-S18-45mm F/4.5-6.3 IS STM) and \$50 Cathay Photo voucher (subject to change at the Organiser's sole discretion).
- 16. The 3rd Prize Winner will receive one (1) Canon PowerShot G7 X Mark II and \$50 Cathay Photo voucher (subject to change at the Organiser's sole discretion).
- 17. The honorary mentions will receive a JOBY Compact Action Kit and a Manfrotto Advanced Shoulder Bag M III each (subject to change at the Organiser's sole discretion).
- 18. The Organiser reserves the right in its sole and absolute discretion to deal with any unclaimed Prizes in any manner.

- 19. Each Prize Recipient shall, if required by the Organiser, provide his/her original Identity Card, Singapore passport and/or Singapore visa, for verification of proof of eligibility for receipt of the Prizes. If requested by the Organiser, the Prize Recipients may be required to write a written agreement for the receival of prizes and any form of agreements and forms.
- 20. The Organiser's, Sponsor's and judges' decisions as to any matter relating to the Competition, including but not limited to any entry eligibility, the winning entry(ies) and the Prize Recipient(s), will be final and binding. No correspondence will be entered into about the Competition or the Organiser's and/or Sponsor's decisions.

# **The Workshops**

- 21. Montage Workshops ("Workshops") are held as a part of Montage 2024. Montage Workshops are intended to be purely educational. No advantages will be granted to Montage 2024 Competition participants for attending workshops. Similarly, no disadvantages will be imposed on Montage 2024 Competition Participants if they do not attend the Workshops.
- 22. Montage 2024 Participants are strongly encouraged to participate in the Workshops for personal enrichment.
- 23. To participate, all Workshop Participants are required to:
  - 1. Register for each Workshop that they want to attend.
- 24. Participants are not required to submit their entry to the Montage 2024 Competition before signing up for the Workshop.
- 25. Montage Workshop Participants are expected to:
  - 1. Be punctual and arrive 15 minutes before the start of the activity to facilitate administrative processes.
  - 2. Be respectful in attitude and manner to the guest photographers, hosts and other participants.
    - No inappropriate language is allowed during the Montage workshops, including but not limited to profanities, racial and religious slurs, as well as any and all derogatory language. NUSPS reserves the right to eject any participant found in breach of this rule and/or take any action, legal or otherwise in accordance with the Laws of the Republic of Singapore.

- Respect the intellectual property of the guest photographers. Refrain from making unauthorised copies of material. NUSPS. Workshop and the auest photographer(s) reserve the right to take any action, legal or otherwise, against participants who use unauthorised copies of the Workshop material for any commercial purposes whatsoever.
- 4. By signing up for the workshops, you are consenting to being photographed or filmed during the Montage activities and exhibition.

# **Publicity**

- 26. By participating in the Competition, the Participants and the Prize Recipients:
  - if applicable, agree to the use of their name and/or likeness, without compensation, by the Organiser, Sponsors and/or any party authorised by the Organiser or Sponsors:
  - 2. if applicable, grant the Organiser, Sponsor and any party authorised by the Organiser an irrevocable, worldwide, perpetual, royalty-free right and licence to use the photographs, the post-contest photos and any material submitted as a part of their entry into the Competition, and any footage or other material that features or otherwise includes the Prize Recipients (collectively, the "Works") in any manner, for any purpose the Organiser or Sponsors may see fit, in all forms of media now known or hereafter invented;
  - 3. to the fullest extent permitted by law, waive any moral rights or similar rights they may have in the Works or any part thereof throughout the world;
  - 4. undertake not to object to any use of the Works by the Organiser or the Sponsors or any party authorised by the Organiser or Sponsor.

#### **Personal Data**

- 27. By entering the Competition, you expressly agree to the Organiser's Data Policy set out at the end of these Terms. In addition, you consent to the sharing of your Data (as defined in the Organiser's Data Policy) with the Sponsor, for use by the Organiser and Sponsors for the following purposes:
  - 1. The use of your name and country of residence for the purpose of identifying you as the author of your entry and/or winner of the competition in subsequent publicity materials during and after the Competition Period.

## **Miscellaneous**

- 28. The Organiser and/or Sponsors reserve the right to modify your photographs as necessary, including but not limited to editing, resizing, cropping or colour adjustment as necessary, while maintaining the integrity of your photographs as originally created.
- 29. The Prizes (and the monetary value thereof) are subject to variation at the discretion of the Organiser and the Sponsors, and any change will be final and binding upon every Participant in the Competition.
- 30. The Prizes will be given to the Prize Recipients as set out in the Terms and Conditions. The Prize Recipients must accept their Prizes in that form. The Prize is non-negotiable, non-transferable, non-refundable and not exchangeable for cash credit or kind, either in part or in full except at the sole and absolute discretion of the Organiser and is subject to the terms and conditions accompanying the Prize (if any). The Prize cannot be sold or bartered. There is no refund for partially used Prize(s). The Organiser may at its sole and absolute discretion withdraw and/or substitute the Prizes with any other item of similar value without notice and without providing any reason. Unless otherwise stated, the Prize Recipient is solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred in relation to the Prize.
- 31. All particulars submitted by each Participant shall be made in full and frank disclosure. Any misrepresentation may result in

- disqualification, forfeiture or withdrawal of any Prize won in the Organiser's and Sponsors' sole discretions.
- 32. The Organiser and the Sponsors shall not be liable in any way for any failure, non-functioning and/or breach by any party in connection with the Competition, and/or the acceptance and/or use of the Prize, howsoever caused and accepts no responsibility for any loss suffered by a Participant arising from the Competition or the Prize. The Organiser makes no warranties, representations or guarantees either expressed or implied regarding any Prize including but not limited to any warranty of merchantability or fitness for a particular purpose.
- 33. In all cases, the Organiser will not be held liable for the Prize if it does not reach the Prize Recipient for reasons beyond the Organiser's control.
- 34. The Prizes are subject to:
  - any rules and regulations pertaining to the claiming of the Prize in the country where the Prize Recipient is a resident; and
  - 2. the terms and conditions of any third party supplier of the Prize.
- 35. The Winners may be liable for any expenses not specified on the description of the Prize.
- 36. To the maximum extent permitted by applicable law, each and every Participant agrees to indemnify and keep indemnified, and hold harmless, the Organiser, the Sponsors, their respective officers, directors, employees, agents, distributors, students and affiliates from and against any and all claims, loss, damage or liability suffered and fees and costs incurred, including reasonable legal fees, resulting from any act, neglect or default or breach by the Participant or any person who may be authorised by the Participant, of any of the Terms and Conditions.
- 37. Each Participant, by entering the Competition, expressly releases the Organiser and the Sponsors from any claim, action or demand arising out of or in connection with the Competition or the Prize, if any. In particular, each Participant acknowledges that elements of the Prize may be provided by third parties over whom the Organiser and Sponsors have no control, and acknowledges that the Organiser and Sponsors accept no responsibility for any claims, actions or demands arising out of or in connection with such elements of the Prize.

- 38. The Organiser and the Sponsors shall not assume any responsibility for incorrect or inaccurate capture of Participant's information. This will include but is not limited to technical malfunctions, human or technical error, seeding or printing errors, lost/delayed/garbled data or transmissions, omission, interruption, deletion, defect or failures of: any telephone or computer line or network, computer equipment, software or any combination thereof.
- 39. If, for any reason, the Competition is not capable of running as planned, including but not limited to the reasons of infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Organiser or the Sponsors which corrupt or affect the administration security, fairness, integrity or proper conduct of the Competition, the Organiser reserves the right to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Competition, all without question or need for communication to said party and without the Organiser or Sponsors being liable to said party in any way.
- 40. In the event of any dispute arising or relating to the Competition, the Participant and the Organiser agree to use best endeavours to resolve the dispute promptly and amicably, by good faith negotiation.

#### General

41. By participating in this Competition, the Participant hereby agrees that he/she shall not, directly or indirectly, give, promise or offer and undertake not to give, promise or offer money, donations, gifts or other benefits whatsoever in order to influence with corrupt intent the Organiser or Sponsors or any private person or business, or any employee or official of any government or government related establishment or public international authority, any political party (or candidate or official), or anyone acting on the Organiser's behalf, in the exercise of authority or in connection with obtaining any improper benefit or advantage with respect to this Competition or any matter covered by these Terms and

Conditions or otherwise take any action (or fail to take action when required) that would violate any applicable laws, including but not limited to, the Singapore Prevention of Corruption Act (Chapter 241), the United States Foreign Corrupt Practices Act and the U.K. Bribery Act 2010 or any applicable local laws and/or regulations.

- 42. Any provision of the Terms and Conditions that is prohibited or unenforceable in any jurisdiction is ineffective as to that jurisdiction to the extent of that prohibition or unenforceability. That does not affect the validity or enforceability of that provision in any other jurisdiction nor invalidate the remaining provisions of the Terms and Conditions.
- 43. The law applicable to the Terms and Conditions is the law of the Republic of Singapore and the courts of the Republic of Singapore will have exclusive jurisdiction in case of any dispute arising out of or in relation to the Competition.

# Organiser's Data Policy

Your entry into the Competition requires you to provide certain personal information (including, but not limited to, your full name and date of birth) (your "Data"). If you do not provide your Data as requested, your entry into the Competition will be invalid and you will not be able to participate in the Competition.

This data policy section under "Organiser's Data Policy" describes how the Organiser will deal with your Data.

## **Retention of Data**

1. The Organiser:

- will not retain the Data longer than is necessary for the fulfilment of the purpose for which the Data was provided;
- will take such steps as are reasonably practical to protect the Data from any loss, misuse, modification, unauthorised or accidental access or disclosure, alteration or destruction;
- may store and/or transfer the Data outside the country in which you reside or in which the Data was collected.

## Use of Data

- 2. The Organiser:
  - may use the Data for the sole purposes of conducting the Competition;
  - will not use the Data for any purpose other than those specified above.

#### **Access to Data**

- 3. You may at any time write in to:
  - request access to a copy of your Data;
  - request correction of your Data; and/or
  - withdraw your consent to your Data being used for particular purposes.

# **Contacting the Organiser**

4. You must submit any request under paragraph 3 above, or any complaint relating to your Data to secretary@nusps.org.sg.