

#### STANDARD TERMS AND CONDITIONS

#### 1. INTRODUCTION

- 1.1 This Standard Terms and Conditions ("Standard T&C") shall govern the Festival that is organised by BiZiT Society as named in the Basic Terms. The Standard T&C and shall be in addition to the terms as set out in the Basic Terms (the Basic Terms and the Standard T&C shall collectively be referred to as "Terms and Conditions").
- 1.2 The Competition will be held during the Festival Period as set out in the Basic Terms. BiZiT Society reserves the right to vary, postpone or re-schedule the dates of the Competition or extend the Festival Period at its sole discretion.
- 1.3 The brief mechanism of the Festival is set out in the Basic Terms. The participants must adhere to the mechanism of the Festival as may be briefed and communicated to the Participants by BiZiT Society from time to time during the Festival Period.
- 1.4 The Festival will be organized by the BiZiT Society as set out in the Basic Terms.
- 1.5 The Entry Procedure of the Competition is as set out in the Basic Terms.
- 1.6 BiZiT Society reserves the right to at any time, change, amend, delete or add to the Terms and Conditions and other rules and regulations including the mechanism of the Festival at its absolute discretion.
- 1.7 BiZiT Society may terminate or suspend the Festival at any time at its absolute discretion in which case, BiZiT Society may elect not to award any prize. Such termination or suspension will not give rise to any claim by the participants. If the Festival is resumed by BiZiT Society, the participants shall abide by BiZiT Society's decision regarding resumption of the Festival and disposition of the Prizes.

## 2. COMPETITION ENTRY

2.1 The Competition Entry must be complete, accurate and send to BiZiT Society through the competition portal (www.bizitfestival.com) together with such other documents as may be required as set out in the Basic Terms. Entries must be received by BiZiT Society on or before the Entry Deadline as set out in the Basic Terms.

- 2.2 By submitting the Competition Entry, the Participants shall be deemed to have read, understood, accepted and agree to be bound by the Terms and Conditions of the Competition.
- 2.3 Submission of the Competition Entry does not guarantee the Participants the opportunity to participate in the Competition. BiZiT Society shall be entitled to reject or refuse participation by the Participants for reasons, including (without limitation) where the Competition Entry is not complete or any provisions in the Terms and Conditions is not fulfilled or adhered to by the Participants.
- 2.4 Entries must be received by BiZiT Society on or before the Entry Deadline as set out in the Basic Terms. Entries received after the stipulated time will be disqualified and ineligible for consideration for prizes.

#### 3. ELIGIBILITY

- 3.1 The Participant Eligibility Criteria are as set out as follows:
- 3.1.1 Participants must be a part time or full time student from any of the IHLs recognised by the Ministry of Education.
  - 1. National University of Singapore (NUS)
  - 2. Nanyang Technological University (NTU)
  - 3. Singapore Management University (SMU)
  - 4. Singapore University of Technology and Design (SUTD)
  - 5. Singapore University of Social Sciences (SUSS)
  - 6. Singapore Institute of Technology (SIT)
  - 7. Institute of Technical Education (ITE)
  - 8. Nanyang Polytechnic (NYP)
  - 9. Ngee Ann Polytechnic (NP)
  - 10. Republic Polytechnic (RP)
  - 11. Singapore Polytechnic (SP)
  - 12. Temasek Polytechnic (TP)
  - 13. LASALLE College of the Arts
  - 14. Nanyang Academy of Fine Arts
  - 15. Anderson Junior College
  - 16. Anglo-Chinese Junior College
  - 17. Catholic Junior College
  - 18. Dunman High School
  - 19. Eunoia Junior College
  - 20. Hwa Chong Junior College
  - 21. Innova Junior College
  - 22. Jurong Junior College
  - 23. Meridian Junior College
  - 24. Millennia Institute
  - 25. Nanyang Junior College
  - 26. National Junior College

- 27. NUS High School of Mathematics and Science
- 28. Pioneer Junior College
- 29. Raffles Junior College
- 30. River Valley High School
- 31. Serangoon Junior College
- 32. Saint Andrew's Junior College
- 33. Tampines Junior College
- 34. Temasek Junior College
- 35. Victoria Junior College
- 36. Yishun Junior College
- 3.1.2 This is a team competition. Each team shall comprise of 3 or 4 members, and participants can be a mix from the institutions mentioned above. It is recommended that participants form teams with members with diverse backgrounds, with at least 2 with developing background.
- 3.2 To participate in the Competition, each team must register via www.bizitfestival.com
- 3.3 Participant may be required to submit further proof of their eligibility within such timeframe as may be required by BiZiT Society failing which BiZiT Society shall be entitled to disqualify the Participant.
- 3.4 Any incomplete registrations shall be deemed as void.
- 3.5 Late registrations will not be entertained. Acknowledgement of receipt of the registration will be sent via email.

## 4. INELIGIBLITY

4.1 Persons who are ineligible to participate in the Competition are as set out in the Basic Terms.

## 5. DISQUALIFICATION

- 5.1 BiZiT Society reserves the right to disqualify Participant and/or revoke the Prize (at any stage of the Competition) if:
- 5.1.1 The Participant are ineligible or does not meet any of the Eligibility Criteria; or
- 5.1.2 The Participant breaches of the Terms and Conditions or other rules and regulations of the Competition or violated any applicable laws or regulations; or
- 5.1.3 In BiZiT Society's sole determination, it believes that the Participant has attempted to undermine the operation of the Participant by fraud, cheating or deception.
- 5.2 In the event of a disqualification after the Prize has been awarded, BiZiT Society reserves

- the right to demand for the return of the Prize or payment of its value from the ineligible Participant.
- 5.3 Whilst BiZiT Society will endeavour to conduct necessary verifications on the eligibility of participants, failure to disqualify any ineligible contestants shall not be deemed a breach by BiZiT Society.

### 6. WARRANTIES

- 6.1 The Participant represents and warrants with BiZiT Society that -
- 6.1.1 the Participant has met all the eligibility criteria and has the right, authority and power to enter into the Competition in accordance with Terms and Conditions and shall provide such proof as BiZiT Society requires;
- 6.1.2 all the statements (if any and if so required) made by the Participant to BiZiT Society are true correct accurate and complete.
- 6.2 In consideration of BiZiT Society offering to the Participant the opportunity to participate in a Competition, the Participant hereby unconditionally and irrevocably;
- 6.2.1 agrees that if so required by BiZiT Society, the winner shall make himself/herself available (without compensation) for the event and publicity of the Competition during the such time and event schedule as may be notified by BiZiT Society:-
  - (i) interview (which shall be recorded); and/or
  - (ii) taking of still photos, audio and/or visual recording for promotions and publicity use. (collectively "Recording").
- 6.2.2 agrees that where Participants are required to submit any prototypes, photographs, drawings, pictures, slogans, any materials or other creative works, including (but limited to) voice or video recordings (collectively "Intellectual Property") with the Competition Entry, the Participant warrants that all Intellectual Property Rights in such submission does not infringe any third party intellectual property rights.
- 6.2.3 agrees that Participants should only use open-source content or any other free-to-use content. If Participants use any third party copyrighted materials, Participants must have appropriate permission and disclose the permission to BiZiT Society before or during the Competition. BiZiT Society will not be liable for any loss, damage, claim or expense relating to or resulting from any claim of infringement of any copyright, trade secret or other proprietary or intellectual property right of any third party. BiZiT Society reserve the right to ask Participants to take down any content that may infringe any intellectual property right.
- 6.2.4 agrees that the Participant grants BiZiT Society the irrevocable, perpetual, royalty-

free, non-exclusive right to use, modify, summarise and communicate the Intellectual Property invented, discovered or developed by you in the course of the Competition to any entities on any and all media whatsoever, for any purpose whatsoever, including (but not limited to) featuring them on websites or other media channels for publicity purposes, at any time.

- 6.2.5 confirms that the Participant has read and understood Terms and Conditions of the Competition and the Participant agrees to abide by the said terms and conditions accordingly and agrees to cooperate and to follow all directions given to the Participant.
- 6.2.6 agrees that all Prizes to be awarded in the Competition is contingent upon the accuracy of the information provided and disclosures made by the Participant and the full and complete performance of the Participant warranties, undertakings and obligations hereunder.
- 6.2.7 agrees that the Participant shall not by act or omission, directly or indirectly bring BiZiT Society or the Sponsor into disrepute.
- 6.2.8 agrees that the Participant shall not without the prior written consent from the BiZiT Society publish or disclose any information in connection with the Competition or Prize (including without limitation, to any representatives of media in any form whatsoever).
- 6.2.9 agrees that the Participant shall not give any product endorsement, any interviews or be involved in any articles or reports in respect of the Competition or the Prize with any third party.
- 6.2.10 agrees that the Participant's participation in the Competition does not entitle the Participant to wages, salary or any other compensation.

### 7. PRIZES

- 7.1 The Prizes for the Contest shall be as set out in the Basic Terms.
- 7.2 The winners' names will be notified or announced by BiZiT Society by such mode and in such manner as set out in the Basic Terms.
- 7.3 All Prizes must be collected within the Collection Period and at such Collection Venue as set out in the Basic Terms. Failure to claim Prizes shall result in the Prizes being forfeited by BiZiT Society and BiZiT Society, its agents, sponsors and representatives shall have no liability to the Winners in any respect whatsoever.
- 7.4 Where the Prizes awarded non-cash prizes, the Participant shall not be entitled to redeem the same for cash or other alternatives.

- 7.5 BiZiT Society does not guarantee the availability of non-cash Prizes and the BiZiT Society shall be entitled to replace and/or substitute such prize(s) with any other prize(s) of similar value as determined by BiZiT Society its agents or sponsors at its sole discretion.
- 7.6 All prizes are strictly not transferable, assignable exchangeable or redeemable by the Participant in any other form or manner other than that specified by BiZiT Society. All specific or special terms and conditions that are attached to the Prize (whether by BiZiT Society or its agent or sponsor must be adhered to by the Participant.
- 7.7 Prizes must be claimed in person unless BiZiT Society prescribes other mode of collection. Where BiZiT Society elects to post a prize to a Competition winner, no responsibility will be accepted by BiZiT Society for the safe and effective postal delivery of the Prize.
- 7.8 In special situations, and subject to the absolute discretion of BiZiT Society, a Competition winner may nominate a designated representative to collect a prize. The representative will be required to present written authorisation from the Competition winner and identification which includes a photograph for both the Competition winner and his/her representative.
- 7.9 The Participant is responsible for any and all taxes payable as a result of a Prize being awarded or received (if applicable).
- 7.10 In the event that the Participant chooses not to accept a Prize, the Prize shall be forfeited and the Prize which will be dealt with according to the absolute discretion of BiZiT Society.
- 7.11 All Prizes are accepted entirely at the risk of the Competition Prizes and are awarded by BiZiT Society and/or sponsors without any warranty of any kind express or implied. The Competition shall execute a deed of release and indemnity in a form prescribed by BiZiT Society, if so required, in order to receive the Prize.
- 7.12 If the Prizes awarded by BiZiT Society are oversea internship opportunity:
- 7.12.1 Prizes must be taken in accordance with the dates and destinations specified by BiZiT Society, its travel agencies or sponsors failing which it shall be forfeited. No cash alternative or alternative destination will be offered by BiZiT Society, its agents or sponsor.
- 7.12.2 Prizes must be taken in accordance with terms and conditions as may be set by BiZiT Society, travel agencies or sponsor including (without limitation) the following:
  - (i) the terms and conditions respective airlines/carrier;

- (ii) the terms and limitations of any insurance policy relating to Prize;
- (iii) the terms and conditions in connection all health and safety guidelines and instructions and all applicable legal and regulatory requirements.
- 7.12.3 Any travel prizes won by minors shall be in accordance with the terms and conditions of the respective carrier and where specified, accompanied by the parent(s) or legal guardian at the parent(s) or legal guardian own cost and expense.
- 7.12.4 Winners must hold a valid passport with at least six (6) months' validity period. It shall be the responsibility of winners to obtain the necessary visa and other travel documents at their sole cost and expense. No compensation whatsoever will be given should the winner fail to obtain such documents, regardless of the circumstances.
- 7.12.5 It shall be the responsibility of winners to obtain the necessary visa and other travel documents (if so required) at their sole cost and expense. Passport control and incountry authorities reserve the right to refuse entry. If the winner of the Prize is refused passage, entry or exit to or from the country being visited, BiZiT Society will not be responsible in any way to compensate the winner for such refusal of passage, entry or exit and any additional costs incurred will be at the sole cost and responsibility of the Winner.
- 7.12.6 In the event of unforeseen circumstances or circumstances outside the reasonable control of BiZiT Society and/or the sponsor, BiZiT Society and/or sponsor reserves the right to offer alternative destination of approximately similar value. No cash alternative will be offered.
- 7.12.7 Any flights, other transport, airport details, accommodation or other aspects of the Prize, dates and times quoted by BiZiT Society, its agencies, sponsors or representatives are for guidance only and are subject to change without notice with no liability arising.
- 7.12.8 Unless otherwise specified, the class of travel for any Prize incorporating an airfare is economy class.
- 7.12.9 Price winner must have sufficient financial resources to meet any financial commitment which they may incur in connection with the travel prize (including, without limitation, transfers to and from any airport specified in the travel prize, meals and drinks, room services, laundry, excess baggage, personal, medical and/or baggage insurance, all items of personal nature, custom tax and airport tax) beyond those included in the travel prize itself.
- 7.13 If the Prizes awarded by BiZiT Society are in the form of free tickets or other forms of give-aways, winner shall be bound by the event promoter's terms and conditions. In the case of ticket prizes, the winner must adhere to those terms and conditions set out on the ticket and the rules and regulations of the venue thereof.

7.14 Where applicable, cash prizes shall be issued to the winners in the form of a cheque. Cash prize winners will be responsible for all related banking charges (including outstation cheque charges) imposed by banks in clearing his/her cheque.

# 8. <u>DECISIONS OF THE JUDGES/ORGANISER</u>

- 8.1 The criteria for the Selection of Winners shall be as set out in the Basic Terms.
- 8.2 Notification of Winners will via the means as set out in the Basic Terms.
- 8.3 The Judges/BiZiT Society's decisions on all matters relating to the Competition (including without limitation, the selection of Participants or any resolutions made) shall be final and absolute and binding on the Participants. No discussion, correspondence, enquiry, appeal or challenge in respect of any decision of BiZiT Society will be entertained.
- 8.4 The Participant shall not dispute nor make any oral or written complaints, public announcements, or statements on the same whether during or after the Festival Period.

## 9. **CONFIDENTIALITY**

9.1 The Participant shall treat all Terms and Conditions and rules and regulations of BiZiT Festival and all information and knowledge obtained by the Participant in relation to and/or in connection with BiZiT Festival and/or Programme and/or derived as a result of his/her participation in the same, including without limitation BiZiT Society's business and operational details, the contest mechanics, the judging/selection criteria for the Competition (hereafter collectively known as "Confidential Information"), as confidential and the Competition shall, during and after the Festival Period, take all reasonable precautions to prevent disclosures of the Confidential Information to unauthorized persons or entities for any reason whatsoever and undertakes to deliver to BiZiT Society all tangible materials embodying the Confidential Information including any documentation, records, listings, notes, sketches, drawings, memoranda, models accounts, reference materials, samples and machines readable media and equipment that is in any way related to the Confidential Information including all duplicates and copies thereof.

### **10. INDEMNITY**

10.1 The Participants forever waive, release and discharge BiZiT Society, its agencies, sponsors and representatives from and against, any and all liabilities, costs, loss, damages or expenses which the Participant or any party claiming through the Participant hereafter may have arising out of acceptance of any Prize(s) or participation in the Competition including (but not limited to) personal injury and damage to property and whether or not direct, consequential or foreseeable.

10.2 The Participant shall indemnify BiZiT Society, its affiliates, agent and sponsors from and against all liability, cost, loss or expenses suffered thereby as a result of the Participant's breach of the Participant's warranties and undertakings and any breach of the Terms and Conditions and/or the rules and regulations of the Competition.

### **11. COSTS**

11.1 All costs incurred by the Participant in relation to and/or with respect to the Competition including without limitation postal charges or Internet Service Provider (ISP) charges (if applicable), all transport costs, communication charges, accommodation, meal costs and other related costs incurred by the Participant as a result of and/or pursuant to his/her participation in the Competition shall be solely borne by the Participant. BiZiT Society shall not be under any obligation to reimburse the Participant for any of such costs and expenses incurred thereof.

# 12. LIMITATION OF LIABILITY

- 12.1 The Participant acknowledges that his/her participation in the Competition shall be at his/her own risks.
- 12.2 BiZiT Society, its agents, sponsors, representatives, affiliates and their respective directors, officers and employees, agents and assigns shall not be liable to any Participant in respect of any failure to win a Prize in the Competition, defective Prizes or misuse of Prizes or any other loss, damages, costs, expenses, claims, liabilities, injury, death, accidents suffered by the Participant during the Competition or arising out of or in connection with the Competition, the participation by the Participant in the Competition and/or the Prizes awarded.
- 12.3 BiZiT Society will not be responsible or liable for,
- 12.3.1 any problem, loss or damage of whatsoever nature suffered by the Participant or any party due to any delay and/or failure in receiving and sending a Competition Entry as a result of any network, communication, ISP or system error, interruption and/or failure experienced by BiZiT Society or the Participant's telecommunication service provider and/or resulting from participation or the downloading of any materials in the Competition. In the event of such error, interruption and/or failure, BiZiT Society shall not be responsible or liable for any failure encountered by any Participant to participate in the Competition or any failure encountered by BiZiT Society in fulfilling its obligations hereunder.
- 12.3.2 any error (including error in notification of Competition winners), omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, alteration of, or unauthorized access to entries, or entries lost or delayed whether or not arising during operation or transmission as a result of server functions, virus, bugs or other causes outside BiZiT Society's control.

### 13. GENERAL

- 13.1 BiZiT Society, its agents, sponsors and representatives shall not be liable to perform any of their obligations in respect of the Competition and this Terms and Conditions, rules and regulations in respect of the Competition where they are unable to do so as a result of circumstances beyond its control and shall not be liable to compensate the Participants in any manner whatsoever in such circumstances.
- 13.2 Participant shall not be entitled to assign any of the rights or sub-contract any of the obligations herein. BiZiT Society shall be entitled to assign or sub-license the whole or any part of its rights hereunder to any third party as may be determined by BiZiT Society.
- 13.3 All rights and privileges herein granted to BiZiT Society irrevocable and not subjected to rescission, restraint or injunction under any and all circumstances. Under no circumstances shall the Participants have the right to injunctive relief or to restrain or otherwise interfere with the organization of the Competition, the production, distribution, exhibition and/or exploitation of the Competition and/or Programme and/or any product based on and/or derived from the Competition and/or Programme.
- 13.4 The invalidity, illegality or unenforceability of any terms hereunder shall not affect or impair the continuation in force of the remainder of the Terms and Conditions of the Competition.
- 13.5 The main language of the Terms and Conditions shall be the English language. Any translation to any other language than English shall be for convenience only. In the event of any inconsistency between this English language and any other languages, the English language version shall prevail and govern in all respects.
- 13.6 By registering and participating in BiZiT Festival, Participants agree:
- 13.6.1 To abide by this Agreement which is a legal agreement between you and BiZiT Society with respect to the BiZiT Festival.
- 13.6.2 To abide by and accept as final and binding, all decisions made by BiZiT Society on matters related to BiZiT Festival;
- 13.6.3 That BiZiT Society have the right, at its sole discretion, to disqualify any participant for breach of the terms stated in this Agreement;
- 13.6.4 That BiZiT Society have the right to cancel or suspend the BiZiT Festival with or without notice and for any or no reason. BiZiT Society will not be responsible for any damage or inconvenience caused by any cancellation or suspension of BiZiT Festival;

- 13.6.5 That Participant is subject to the laws of Singapore, this Agreement shall in all respect be construed in accordance with the laws of Singapore, and the Participant hereby agrees to submit to the exclusive jurisdiction of the courts of Singapore in all matters related to BiZiT Festival;
- 13.6.6 That BiZiT Society shall not be responsible for any loss, damage, cost or expense arising or incurred by the Participant in connection with BiZiT Festival, including but not limited to the collection and subsequent use of the awarded prize, and breakdown in IT equipment;
- 13.6.7 To allow BiZiT Society to publish Participant's actual name, nationality and age, in its publicity and marketing efforts for BiZiT Festival without any reference, liability or compensation to the Participant;
- 13.6.8 If the Participant does not agree with any of these terms and conditions of this Agreement, the Participant shall not register for and participate in this event.

# MEDICAL CONSENT FORM

BiZiT Festival is a competition where developer focused and business focused people unite to rapidly build a prototype app, website or piece of software to solve a business problem or exploit a business opportunity (The level of participation in BiZiT Festival is at all times completely up to the individual's choice). While the safety precautions have been made to ensure the health of the participants (food and drinks will be provided, and participants are encouraged to rest regularly throughout the competition), there is a risk, which must be assumed by each participant, that he or she may suffer an emotional or health related problems.

Certain health / medical information must be made known to BiZiT Society prior to the actual event, so that BiZiT Society are prepared to respond appropriately if the need arises. Participant's information provided herein will be kept confidential. Please complete the form and return it to BiZiT Society prior to participating in the competition.

PERSONAL INFORMATION			
Name:		NRIC No.:	
School:			
Home Address:			
Contact Nos: Tel (H):	Tel (HP):		
Gender: Male / Female Age:			
MEDICAL INFORMATION			
Have you been or are you currently affecte	ed by any of the following (Tick	if appropriate):	
Diabetes	• •	Asthma	
Coronary Problems	•	Eye Problems	
Back Problems		Neck Problems	
Other condition(s) affecting or restricting p			
Please provide details:			
Any you currently taking medication:		YES / NO	
Please state the type of drugs / medications	·		······
Special dietary needs?		YES / NO	
Please state:			
Trouse state.			
Allergies (drugs, food, etc.)		YES / NO	
Please state:			
FOR WOMEN ONLY			
Are you an expectant mother?			YES / NO
Are you an expectant mother?			IES/NO
OTHER INFORMATION			
In case of emergency, person to call:			
Name:	Relationship:	Contact No.:	

# **RELEASE OF LIABILITY:**

I hereby release, forever discharge and covenant not to sue, and to release and discharge BiZiT Festival, its event organisers, mentors, judges, and other employees of the organization, other participants, and owners and renters of the premises used to conduct the event (all of which are hereinafter referred to as "releases") from any and all liability to each of the undersigned, his or her heirs, and next of kin for any and all claims, demands, losses, or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise