

# **NUS Analytic Innovation Challenge 2024 (Sponsored by NCS) (the “Challenge”)**

## **Terms & Conditions (the “Terms”)**

This Challenge is organised by National University of Singapore (“Organiser”) and sponsored by NCS Pte. Ltd (“Sponsor”).

The aim of these Terms is to set out the terms and conditions governing your participation in the Challenge. You hereby agree that the Organiser and/or the Sponsor may directly enforce their respective rights under the Terms against you.

By registering for and participating in this Challenge, you are deemed to have (i) read and fully understood these Terms; and (ii) fully and unconditionally agreed to comply with these Terms. Participants provide their agreement to these Terms by checking a box on the Challenge Website (as defined below) while enrolling for the Challenge on the Challenge Website. This shall constitute your acceptance of these Terms and you agree to be bound by these Terms with respect to the Challenge. If you do not agree with any of these Terms, do not register for this Challenge and do not submit an entry.

## 1. TERM

This Challenge begins on **1st of February 2024** and ends on the **13th April, 2024**. The Challenge will be accessible 24 hours a day on the dedicated Challenge website operated by the Organiser at <https://sg-innovationchallenge.org> (the “**Challenge Website**”), subject to possible IT maintenance operations. Dates and times in these Terms refer to Singapore Time (SGT).

## 2. AGREEING TO THE TERMS AND CONDITIONS

Any eligible person, who is registered on the Challenge Website and enrolls to participate in the Challenge (“**Participant**” or “**you**”), is required to review and accept these Terms. By accessing and accepting these Terms, you:

- are indicating that you have read, acknowledge and fully and unconditionally agree to be bound by and to comply with these Terms. Participants express their agreement by checking an online box while enrolling for the Challenge on the Challenge Website; and
- represent and warrant that you have full power and capacity to accept these Terms

Upon a breach of any provisions in these Terms by a Participant, the Participant will be immediately disqualified from the Challenge and no prize will be awarded to that Participant or his/her team.

### 3. REGISTRATION AND PARTICIPATION IN THE CHALLENGE

To take part in the Challenge, we must receive your completed registration by **15 February 2024 at 23:59 SGT (GMT +8)**.

To register, the Participant must truthfully and accurately provide the required information, such as full name, email address and mobile number.

Any registration based on inaccurate, false or incomplete information will result in the Participant's disqualification.

Refusing collection, recording, use and/or disclosure of a Participant's personal data that is strictly necessary in relation to the Challenge will result in the Participant's disqualification. The Participant is solely responsible for the information he/she provides when registering for the Challenge. Any intentional or unintentional mistake, anomaly or inconsistency, regarding this information, may result in the Participant's disqualification. The Organiser reserves the right to conduct all necessary verifications regarding the information submitted during registration on the Challenge Website, including but not limited to the Participant's identity, postal and/or email address.

Apart from accepting and agreeing to these Terms during your registration for the Challenge, you must also have accepted the **Terms and Conditions of Use** and the **Privacy Policy**, during your registration for the Challenge.

Registration for and participation in the Challenge is free, with no purchase or payment obligation.

### 4. ELIGIBILITY

This Challenge is open and offered solely to individuals who are students from any Tertiary Education Institute based in Singapore, as at the date of registration for the Challenge.

The Organiser may require all documents that will confirm the Participant's eligibility (including but not limited to identification documents), prior to awarding any prizes.

This Challenge is not open to employees and representatives of the Organiser or Sponsor, and the family members of such employees and representatives.

This Challenge is void in countries where it or the participation thereof is prohibited or restricted by law.

## 5. REGISTRATION

You are to form teams with a minimum of four Participants and up to a maximum of six Participants (each a "**Team**"). Each Participant is permitted to join only one team.

Each Team must provide the

- Team name
- Names of Participants in the Team
- Educational institutions of the Participants in the Team
- Email addresses of the Participants in the Team
- Contact numbers of the Participants in the Team

Registration opens on **1st February 2024 at 12:00 SGT (GMT +8)** and closes on **1st March 2023 at 23:59 SGT (GMT +8)**.

Registration can be completed via the link "Register Now" on the Challenge Website, or at the weblink: <http://bit.ly/2H0icn>. (to be updated)

Subsequent to your completion of registration, please refer to the Challenge Website for further details and announcements relating to the Challenge.

## 6. Data & Technology Tools

You are free to use technology, tools and other data that can be found in the public domain, provided that such use is in accordance with Section 13. The final submission should include reproducible results (meaning that anyone with a reasonable level of relevant expertise would be able to generate a viable program, using the source code and other materials submitted for the Challenge).

You will need to bring and use your own computer, equipment and software for the purpose of presentation to the judges in the Challenge. Network access will be provided at the venue for the finals of the Challenge.

## 7. PURPOSE OF THE CHALLENGE AND PARTICIPATION

Each Team member must accept these Terms, by clicking a hyperlink through the online registration form accessible through the Challenge Website. The Organiser may disqualify any Team (and all its members) if one or more member has not accepted or has breached these Terms. The Organiser may also disqualify any Team if one or more members is unable to, for reasons apart from sickness and illness, attend in person the activities and events relating to the Challenge that are physically held in Singapore.

The goal of the Challenge is for Participants to submit contributions (or projects) meeting the requirements determined by the Organiser in the Challenge brief, and that are formalized by deliverables. The brief includes information regarding various deadlines, details of the prizes, and the Organiser's requirements (the "**Brief**"). The Brief is accessible through the Challenge Website.

## 8. DELIVERABLES

During the Challenge, Participants may upload any documents or other materials (such as source code, texts, presentations, videos, etc.) relating to their project to the Challenge Website in response and as a solution to the specific issue(s) set out in the Brief as determined by the Organiser (the “**Deliverable**”).

To be eligible, Deliverables must (i) address the specific issue(s) set out in the problem description in the Brief; (ii) be in a common digital format, such as, PDF, PPT, DOC, DOCX, PPTX, JPG, MP3, MPEG, MOV, MP4; and (iii) be in English, and, without prejudice to the foregoing, must be in compliance with these Terms.

If a Deliverable cannot be downloaded, is not in the right format or is incompatible, illegible, or unintelligible, the Deliverable may (at the Organiser’s sole discretion) be disqualified.

The Participants warrant that Deliverables (as a whole and any part thereof) shall satisfy the following requirements:

- Every Team must solve the business problems set out in the Brief, and submit the Deliverable to the Organisers in accordance with the timelines and requirements set out in these Terms;
- The Deliverable shall only consist of and incorporate original work/ contributions from a Team;
- Otherwise, if content from a third party (whether free to use, open source, commercial off the shelf or otherwise) has been used in the development of the Deliverable, all rights, authorizations and agreements necessary to submit the Deliverable, and any grants/ licences in respect thereof, must have been obtained (together with proof thereof) by the Participant and provided to the Organiser at the point of submission of the Deliverable. A Deliverable in breach of the foregoing will result in the disqualification of the Deliverable and the related Participants;
- The Participant shall ensure that save as provided above in respect of third party content, no other individual and/or entity is entitled to claim any rights in respect of the Deliverable; and

- The content of the Deliverable does not and will not infringe or violate any rights of any third party or entity, including, without limitation, intellectual property rights, privacy, competition law, confidentiality, any contractual right, or any other right under applicable laws. All Deliverables suspected of any of the foregoing infringement or violation will without prejudice to any of the Organiser's and/or the Sponsor's rights, be disqualified.

Participants are responsible for and shall bear all costs and expenses associated with preparing and submitting the Deliverables. Participants assume all risks for damaged, lost, late, incomplete, invalid, incorrect or misdirected Deliverables.

## 9. CHALLENGE PROCESS

**Challenge Rounds.** The Challenge consists of two rounds:

- **Round One.** Deliverables will be accepted from **2nd of March 2024 to 22nd March 2024 at 23:59 SGT (GMT +8)**. At the end of this Round, up to **8** selected Teams will proceed to the Final Round.
- **Final Round.** The final Deliverables will be accepted from **29th March 2024 to 11th April 2024 at 23:59 SGT (GMT +8)** before the Final Round. Each selected Team will be required to prepare a presentation in the form of PowerPoint slides to present its Deliverable at the Final Round which will be held on **13 April 2024** at a physical venue.
- **Key dates:**

Key Dates	Activities	Venue
8 <sup>th</sup> February 2024	Kick Off – Introduction to Innovation Challenge	NCS
22nd February 2024	Enablement Session 1 - Business problem deep-dive	NUS
1st March 2024	Close of registration	NUS
22nd March 2024	Solution submission closed (First Round)	NUS
13 April 2024	Final Presentation and Award	NCS

**Deliverable.** If a Participant does not upload any Deliverable on the Challenge Website before the deadline for Round One, this will be deemed a withdrawal from the Challenge. The Participant shall be withdrawn from the Challenge, and shall have no rights to obtain any compensation from the Organiser and/or the Sponsor.

**Selection Criteria.** Deliverables will be judged according to the Selection Criteria, described below. You agree and acknowledge that the Challenge relies on your creativity, capacity, ability, and ingenuity to solve difficult problems. The Challenge does not depend, even partially, on chance or luck, and therefore should not be considered as a lottery. Under no circumstances are factors such as appearance, religion, membership in a trade union, political opinions or sexual orientation considered.

**Notification to Participants.** Once selection has been completed, Participants will be directly notified by email (via the email address provided during registration) of the results of Round One. The Organiser will be free to alter the dates on which results are released should this become necessary due to the number of projects to be assessed.

## A. Round One

All Round One Deliverables must be submitted before **22<sup>nd</sup> March 2024 at 23:59 SGT (GMT +8)**. Participants must meet the specifications set out in Section 8 above, and also the following:

- The online registration form of each Participant must be completed and submitted in accordance with Section 5 above.
- Each Team shall, by the above deadline, submit the presentation deck and source code through the Challenge Website.

Selection phase in Round One will proceed as follows:

### Criteria based judging

“Criteria based” judging will take place from **22<sup>nd</sup> March 2024 to 29<sup>th</sup> March 2024**.



The judges (who are representatives of the Organiser and/or Sponsor selected at the Organiser's and Sponsor's discretion to form a selection panel) (the "**Judges**") may evaluate and select the Deliverables based on their content and the following criteria:

The evaluation will be a 1-to-5 point scale in the areas of

- Innovative Approach and Feasibility of Model
- Model Quality & Reliability
- Creative sourcing and usage of the data
- Value Creation
- Story telling and presentation of the solution

Except as otherwise provided below, up to 8 Teams with the highest scores at the end of Round One will be selected by the Judges to proceed to the Final Round.

Any attempt to cheat, use fake profiles or any other dishonest conduct of which the Organisers become aware will result in the disqualification of the relevant project/Deliverables and the disqualification of this project's Participants, who will not receive any compensation, prize or award. The Organiser's decision regarding disqualification is at its sole discretion and final and such decision may not be contested by Participants involved in the project in question or any other Participant.

## **B. Final Round**

Participants who have been selected to participate in the Final Round and attend at the final event to be held physically in Singapore will be directly notified by email to the email address provided during registration. In the event a Participant does not confirm his/her attendance at the final event, the Organiser reserves the right, at its sole discretion, to disqualify this Participant and/or his/her Team. This disqualification shall not entitle the Participant and/or his/her Team to claim any kind of compensation from the Organiser and/or Sponsor.

The Final Round consists of an oral presentation (in respect of a Team's Deliverable) by each of the Teams selected to participate in the Final Round. Each Team is not required to upload a Deliverable to the Challenge Website before the Final Round.

However, each Team must prepare and present a Deliverable in the Final Round, which meets the specifications set out in Section 8, and consist of the following:

- Finalised source code
- Finalised program built using the source code
- PowerPoint presentation (no long videos are allowed)

This above mentioned PowerPoint presentation shall be presented by each Team in the Final Round during the oral presentation stage in the Final Round.

At the end of the Final Round, the Judges will choose the winning project and will rank the finalists.

### Criteria based judging

In the Final Round, the Judges may evaluate the Deliverables based on their content and the following criteria:

- Effectivity of solution (50%): Assessed based on the daily rate of return of the Team's program.
- Innovation of solution (30%): Assessed based on the level of innovation in the solution, model, algorithm, or data sources.
- Presentation of the solution (20%): Assessed based on the quality of the final day presentation and demo.

## 10. PRIZES

The prizes are awarded to the winners of the Challenge and are subject to compliance with all of the following conditions:

- The Deliverables comply with Section 8;
- Each Participant of a winning project complies with Sections 8, 11 and 13; and
- It can be proven that the winning Participants fulfil the conditions of eligibility of Section 4.

No prize will be awarded to winners who do not fulfill the above conditions.

Subject to these Terms and at the discretion of the Organiser and/or the Sponsor, the winning Teams will receive the following:

- Grand prize of cash reward of SGD 5,000 to be awarded to the top Team in the Final Round.
- Cash reward of SGD 3,000 to be awarded to the second place Team in the Final Round.
- Cash reward of SGD 1,000 to be awarded to the third place Team in the Final Round.

Each winning Team has its own discretion in sharing the prize awarded to it among the members of that Team.

No assignment or transfer of prizes is allowed by a winning Team or its members. If a potential winning Team (or any of its members) cannot be contacted for more than three (3) months after the first attempt to contact them was made, or is unable to accept the prize or any portion of the prize for any reason, that Team will be deemed to have waived its right to claim the prize and will not be entitled to any prize or any kind of compensation, and the Organiser and/or Sponsor shall have no further obligation to such potential winning Team or its members. The Organiser and/or Sponsor will not replace any lost or stolen prizes after the prizes have been awarded to the winning Participants. All winning Participants will accept the prizes “as it is”. The Organiser and Sponsor expressly disclaim any warranty regarding the prizes.

If the prize as initially planned is unavailable, the Organiser will be free to substitute another prize of similar value. Any such decision is at the Organiser’s sole discretion and shall be final.

Any Participant who does not fulfil the conditions of participation in the Challenge as provided in these Terms during their registration and/or at any time during the Challenge will be summarily disqualified from the Challenge without prior notice and will not be entitled to any prize. In the event that a prize is awarded to a Participant who does not meet the aforesaid conditions when registering or throughout the duration of the Challenge, the Organiser reserves the right to require the Participant to return the awarded prize and the Participant shall comply with such requirement accordingly.

## 11. COMMUNICATION

Each Participant acknowledges and consents that the Organiser and/or Sponsor may, throughout Singapore and for the duration of the Challenge and for a period of three (3) years following the Final Round use the Participant's related information (including any personal data relating thereto) for publicity, including for the Organiser and/or Sponsor's advertising or other marketing purposes, by any means and through any format (whether via website, advertising banners, social networks, newsletter, press release or otherwise) now known or unknown to date, free of charge.

In particular, you consent to the use, collection and/or disclosure, by the Organiser and/or Sponsor, of your details and personal data submitted during registration for the Challenge and/or obtained by the Organiser and/or Sponsor during the entire course of the Challenge, including but not limited to your name and surname, your city and region of residence, the name of the institution in which you studied or in which you obtained your diplomas/ degrees and other biographical information, your image, the information regarding the prize (if you are a winner) and any other personal data that you submit with your Deliverables, for the purposes (i) set out in the foregoing paragraph; and (ii) relating to the organisation, operation and implementation of the Challenge by the Organiser and/or Sponsor, its officers, employees and/or agents.

As a non-exhaustive example, each Participant authorises the Organiser and/or Sponsor to use the photographs taken during the Final Round and the award

ceremony (for prize winners) for purposes including but not limited to publicity and marketing, and to disseminate them via any communication medium.

Such use does not entitle each Participant to any other payment apart from the prize he/she may receive in the Challenge. The Organiser and the Sponsor agree to cease the use of the aforementioned information and materials in connection with the Participant(s) at the end of the aforementioned period.

## 12. CONFIDENTIALITY

The Organiser and/or Sponsor have no obligation and owe no obligation to any Participant to keep the information contained in the Deliverables confidential. When submitting any Deliverables, the Participants understand, agree and accept that any information contained therein may be publicly disclosed by the Organiser and/or Sponsor.

If you are a prize winner, the Organiser and/or Sponsor may request that you execute a confidentiality/non-disclosure agreement for the purpose of entering into negotiations regarding the further development of your project, as embodied in your Deliverable(s). Such confidentiality/non-disclosure agreement will relate to your Deliverable(s) and all intellectual property that it/ they may contain.

Furthermore, each Participant acknowledges that the Organiser and/or Sponsor may currently or in the future be developing information internally, or receiving information from other parties, that is similar to the information contained in any of the projects submitted by the Participants. Accordingly, nothing herein shall prohibit the Organiser and/or Sponsor from independently acquiring, developing, or having developed for it, products, concepts, systems, services, or techniques that are similar to or compete with the products, concepts, systems, services or techniques contemplated by or embodied in any Deliverable.

Each Participant recognises that other individuals or entities may have provided to the Organiser, Sponsor or others, or made public, or may in the future submit, or make public, content that is the same or similar to any piece of information contained in any

of the projects submitted by the relevant Participant ("Independent **Materials**"). Hence, each Participant acknowledges, agrees and accepts that the Organiser and/or Sponsor shall have the right to use such Independent Materials, and that the Participants will not be entitled to any compensation arising from the Organiser's and/or Sponsor's use of such Independent Materials.

## 13. INTELLECTUAL PROPERTY

**Definitions.** For the purposes of this Section,

- "**Intellectual Property Rights**" means copyright, design rights, layout-design rights, patent rights, trade mark rights, proprietary information and all other intellectual and industrial property rights in any and all countries of the world, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist.

**Warranty of non-infringement.** When submitting any Deliverable, at any stage of the Challenge, each Participant warrants and guarantees to the Organiser and the Sponsor that save for Third Party Materials, he/she owns or co-owns (together with other Participants) all Intellectual Property Rights regarding all or part of the Deliverables submitted at any stage of the Challenge, and that he/she has obtained all rights, permissions and/or licences regarding any elements of the Deliverables used for the purpose of submission of the project in the Challenge, for which he/she and the other Participants do not hold the relevant rights ("Third Party Materials").

Each Participant further warrants and guarantees that (i) his/her contribution is original and unprecedented and to the extent his/her Deliverable incorporates the

Third Party Materials, the relevant rights, permissions and/or licences have been obtained by each Participant in accordance with the foregoing paragraph; (ii) the Deliverables do not infringe upon the copyright or any Intellectual Property Rights of any third party; (iii) all the elements of which his/her submissions in the Challenge are formed, as well as all pieces of contributions and information communicated in the submission presentation documents are accurate, reliable and complete; and (iv) the submission of the Deliverables does not constitute an act of unfair competition of any kind.

**It is compulsory for all Participants to indicate the source of any Third Party Materials that are included in any submitted Deliverable.**

Any Deliverable involving several Participants constitutes a collaborative work and it should be treated as such in accordance with the applicable regulation in force (if any).

**Liability.** Neither the Organiser nor the Sponsor shall be held liable for any infringement of the above provisions by any of the Participants. Each Participant shall indemnify the Organiser and the Sponsor against any liability, disturbance, action, claim, opposition, demand, losses, damages, costs and expenses incurred or claimed by any third party in connection with the Deliverables (Intellectual Property Rights included) and/or Third Party Materials, whether in relation to any infringement or otherwise.

**Ownership of Intellectual Property Rights in Deliverables.** Each Participant hereby:

- agrees that all existing and future Intellectual Property Rights in and to the Deliverables submitted for the purpose of the Challenge (with the exception of any Third Party Materials), shall belong to the Sponsor exclusively and the Sponsor shall have full and unrestricted rights to use, deal, incorporate and exploit the Deliverables in such manner as it deems fit (including applying for and seeking registration of all registrable rights in and to the Deliverables);
- assigns all Intellectual Property Rights in and to the Deliverables, whether now existing or future created, to the Sponsor exclusively;
- execute all further documents, deeds and releases necessary to effect, perfect, record or register such assignment; and

- agrees not to in any way question or dispute the Sponsor's ownership of the Intellectual Property Rights in and to the Deliverables.

## 14. MODIFICATION OF TERMS, SUSPENSION AND CANCELLATION OF THE CHALLENGE

**Update of the Terms.** The Organiser reserves the right to amend these Terms at any time, including the Challenge duration in case of operational imperatives/ exigencies, without prior notice to Participants regarding the enforcement or the validity of these amendments. Participants are encouraged to access these Terms regularly at <https://sg-innovationchallenge.org>. Participants expressly waive all claims or disputes related to any amendment to these Terms by the Organiser.

Should any provision of these Terms be declared or judged illegal, unenforceable or void by a competent court, that provision in question will be considered null and void, but all other unaffected provisions/ paragraphs will be enforced within the limits of the law.

**Challenge Cancellation or Suspension.** The Organiser reserves the right in their discretion to (i) cancel, terminate, modify or suspend the Challenge and these Terms, for any reason, at any time and without any liability; and (ii) limit or restrict participation in the Challenge. The Organiser and/or Sponsor will not be held liable to the Participant(s) for the modification, cancellation or suspension of the Challenge and no compensation or remuneration will be payable by the Organiser and/or Sponsor.



## 15. LIMITATION OF LIABILITY

The Organiser and/or Sponsor shall in no way be held liable in the event of any breakdowns or failures, regardless of the cause, of any telecommunications network used that causes Participants difficulty in or prevents Participants from identifying themselves on or gaining access to the Challenge Website.

To the extent permitted by applicable laws, Participants agree that the Organiser, Sponsor, their affiliates and all of their respective officers, directors, employees, contractors, representatives and agents ("**released parties**") will have no liability whatsoever for, and will be released and held harmless by Participants for any claims, liabilities, or causes of action of any kind or nature for any injury, loss or damages of any kind including direct, indirect, incidental, consequential or punitive damages to persons. Without limiting the foregoing, everything on the Challenge Website and in connection with the Challenge is provided on an "as is" basis, without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

Participation in the Challenge implies acknowledgement and acceptance by the Participant(s) of the characteristics, limits and risks of the internet and related technologies, particularly with regards to performance, response time, security of software and computer equipment against various potential attacks, such as viruses, logic bombs or Trojans, and loss or misuse of data. As a result, the Organiser and/or Sponsor shall not be held liable in any way for any damage incurred by Participants arising from these characteristics, limits and risks, which Participants accept by registering for and taking part in the Challenge.

The Organiser and/or Sponsor shall not in any case be held liable for damages resulting from faults with or delays in the submission of Deliverables by Participants, including refusal by the Organiser to accept these Deliverables as a consequence of their submission outside the deadlines set out in the Terms, from faults with or delays to the sending of any emails by the Participants sent as part of the Challenge,

The Organiser and/or Sponsor shall not be held liable for the consequences of a Participant's disqualification from the Challenge or any action taken against a Participant under these Terms, as a result of his/her violation of these Terms.

## 16. PERSONAL DATA PROTECTION

Each Participant acknowledges and agrees that participation in the Challenge requires the collection, use and/or disclosure of the Participant's personal data ("**Personal Data**") by the Organiser and/or Sponsor.

### Collection, use and/or disclosure of Personal Data by the Organiser and/or Sponsor

To the extent Personal Data is collected, used and/or disclosed by the Organiser and/or Sponsor, the Organiser and/or Sponsor shall adhere to their obligations under the Personal Data Protection Act 2012 ("**PDPA**"), including but not limited to those set out in Annex A (Privacy policy statement) to these Terms.

Without prejudice to your consent provided under Section 11 above, you hereby consent to the use, collection and/or disclosure by the Organiser and/or Sponsor of your details and Personal Data submitted during registration for the Challenge and/or obtained by the Organiser and/or Sponsor during the entire course of the Challenge, including but not limited to your name and surname, your city and region of residence, the name of the institution in which you studied or in which you obtained your diplomas/ degrees and other biographical information, your image, the information regarding the prize (if you are a winner) and any other Personal Data that you submit with your Deliverables, for the purposes as set out in paragraph 1 of Annex A to these Terms.

## 17. CLAIMS

Any Participant's queries/ issues arising from the Challenge, should be addressed no later than thirty (30) days following the Challenge's end date to [msba@nus.edu.sg](mailto:msba@nus.edu.sg). All emails in respect of such queries/ issues must include: (i) the Participant's complete contact details (name, address, email address and phone); (ii) the name of the Challenge; and (iii) clear details relating to the queries/ issues.

## 18. APPLICABLE LAW AND DISPUTES RESOLUTION

The Challenge, these Terms and any action related thereto shall be governed by the laws of Singapore.

In the event of any disputes arising from the Challenge or under these Terms, the Organiser and the Participant undertake to submit their dispute to an amicable discussion/ conciliation prior to any legal proceedings. The party wishing to initiate discussion/ conciliation shall inform the other party by means of a registered letter with acknowledgment of receipt in which it will state its intentions and will explain the cause. If no agreement is reached between the parties within thirty (30) days after receipt of the registered letter, either party may choose to proceed with further legal actions.

In the absence of an amicable resolution following the discussion/ conciliation, parties hereby agree to submit all disputes arising from the Challenge or under these Terms to the exclusive jurisdiction of the courts of Singapore.

## Annex A – Privacy policy statement

This statement sets out the collective privacy policy and the practices of the Organiser and Sponsor (collectively the “Relevant Parties”) that will be followed with respect to the collection, use and/or disclosure of your Personal Data in connection with the Challenge and these Terms . This statement is provided in accordance with the PDPA.

### 1. Personal Data

You hereby agree that the Relevant Parties , their officers, employees and/or agents may as they each deem relevant, in connection with the Challenge, collect, store, process, disclose, access, review and/or use Personal Data about you, whether obtained from you or from other sources, for the purposes set out below and/or any other evaluative purposes in connection with the Challenge:

- administering and maintaining records of all Participants;
- providing and administering benefits to Participants, and awarding prizes to winning Participants;
- publicity, advertising and marketing activities in connection with the Challenge or in connection with future events organised by the Relevant Parties in Singapore; and
- organisation, operation and implementation of the Challenge by the Relevant Parties , their officers, employees and/or agents.

### 2. Data Quality

The Relevant Parties will take reasonable steps to ensure that the Personal Data they collect, use or disclose is accurate, complete and up to date.

### 3. Data Security

The Relevant Parties will take reasonable steps to protect the Personal Data they hold from misuse and loss and from unauthorised access, modification or disclosure.

The Relevant Parties will not keep Personal Data for longer than is necessary and will take reasonable steps to destroy or permanently de-identify/ anonymise Personal Data if it is no longer needed.

#### 4. Access and Correction

You are entitled to have access to the Personal Data about you that is in the possession or under the control of the Relevant Parties and information about the ways in which the Personal Data has been or may have been used or disclosed within a year before the date of the request. This can be done by you making a written application to the Designated Person (as defined below) requesting for any such information. The Relevant Parties reserve the right to charge a fee (representing its costs in administering your request) for supplying such information and to refuse requests which, in their opinion, occur with unreasonable frequency.

The Relevant Parties will also, where you have requested that they correct an error or omission in the Personal Data about you that is kept with the Relevant Parties, correct such data as soon as practicable and send the corrected Personal Data to every organisation to which the Personal Data was sent before it had been corrected, unless that organisation does not need the corrected Personal Data for any legal or business purpose.

The Relevant Parties may however choose not to provide you with access to or correct such information, in accordance with the exceptions under the PDPA. This would include cases where:

- The Relevant Parties are satisfied on reasonable grounds that the correction should not be made;
- The request for access is frivolous or vexatious or the information requested is trivial;
- The Personal Data is related to a prosecution and all the proceedings related to the prosecution have not been completed;  
The Personal Data, if disclosed, would reveal confidential commercial information that could, in the opinion of a reasonable person, harm the competitive position of the Relevant Parties; and
- The Personal Data was collected, used or disclosed for the purposes of an investigation and associated proceedings and appeals have not been completed.

#### 5. Transborder Data Flows

If your Personal Data is transferred to a country or territory outside Singapore, the Relevant Parties will ensure that the recipients thereof provide a standard of

protection to your Personal Data so transferred that is comparable to that which is provided herein.

#### 6. Enquiries and Complaints

The Relevant Parties have designated the persons whose details are set out below as the persons (“**Designated Persons**”) who will be responsible for ensuring the Relevant Parties compliance with the PDPA. If you have any queries or requests or wish to make any applications concerning your personal information or data, please contact the Designated Persons:-

Data Protection Officer of NCS  
International Pte. Ltd.

NUS DPO office

Email: [dpo.sg@NCS.com](mailto:dpo.sg@NCS.com)

Email: [dpo@nus.edu.sg](mailto:dpo@nus.edu.sg)

\*Updated as at 16 January 2024.

The organizers reserve the right to adjust the Terms and Conditions as deemed necessary.

**END**