

**SIA APP CHALLENGE 2017**  
**OTHER TERMS AND CONDITIONS**

The following "Other Terms and Conditions" form part of the Terms and Conditions applicable to the Competition.

**1. SUBMISSION REQUIREMENTS**

- 1.1. Participants must form teams of 2 to 4 persons to create a working software application (herein referred to as "Application") for submission to SIA.
- 1.2. Participants must provide the following materials in English as part of the Submission (as defined below):
  - 1.2.1. The Application (including its source codes) and all installation files, data (if any), and access (e.g. access credentials, web address) required for the Application to function successfully; and
  - 1.2.2. A set of presentation slides, describing the main features, functionalities and benefits of the Application.
- 1.3. If the Application requires any additional third party software to function, participants must provide SIA with access to and use of such additional software at no cost to SIA.
- 1.4. Participants may use Application Program Interface ("API") that have been provided for the Competition, and/or APIs, libraries, software development kits ("SDK") and other tools that have been made available and authorised for public use, to create or develop the Application.
  - 1.4.1. Participants may use APIs and data to the extent that participants have been, authorized to use them.
  - 1.4.2. Tools made available and authorised for public use refers to those that (a) have been made publicly available on the internet to date; and (b) are searchable through common search engines, and accessible thereafter either free or with authorised access.
- 1.5. Participants may submit an Application that includes the use of open source software, provided that (a) the participants comply with applicable open source licenses and (b) that the applicable open source license terms will not require the release, disclosure or distribution of any part of the Application or Submission back to the open source community or to any third party under any circumstances.
- 1.6. All Submissions must: (a) be original work and not be owned by or subject to any other person or entity having any right or interest in it; and (b) not violate any Intellectual Property Rights or other rights including but not limited to contract, copyright, patent, trademark, and/or privacy rights, of any other person or entity.
- 1.7. All Submissions must be new. Any work that has been submitted for other competitions (whether in Singapore or overseas) or has been used for commercial purposes and/or has been published in any media will not be accepted.
- 1.8. The Application must not have been developed, or derived from any software developed, with any support or contract from SIA. SIA may in its sole discretion disqualify an Application, if in SIA's opinion, awarding a Prize for that Application may create any conflict of interest.
- 1.9. Participants must ensure that the Application can be successfully installed and function on their respective mobile devices or desktop/laptop computers.
- 1.10. Participants shall not make available or disclose any Application or Submission to the public.

**2. DISQUALIFICATION**

- 2.1. SIA reserves the right to disqualify any participant, team and/or Submission that does not meet any of the Terms and Conditions, including but not limited to Submissions containing inaccurate, invalid or misleading information.
- 2.2. SIA reserves the right to assess participants' eligibility and compliance with the Terms and Conditions at any point during the Competition. Participants must provide prompt assistance when called upon.
- 2.3. Full-time SIA employees<sup>1</sup> ("SIA Employees") may be invited to participate in the Open Category. For the avoidance of doubt, SIA Employees will not be permitted to participate in the Student Category.
- 2.4. Any participant's work deemed by the Judging Panel to be obscene, incendiary, defamatory, sexually explicit, or otherwise objectionable or inappropriate will not be considered for this Competition and SIA and/or the Judging Panel have absolute discretion to decide on it.
- 2.5. Participants must not communicate with or attempt to influence the Judging Panel. Failure to adhere to this rule may result in disqualification of the relevant participant and/or team.

### **3. INTELLECTUAL PROPERTY RIGHTS**

- 3.1. Save for SIA Employees, all materials including software, source code, documentation, data, concepts and ideas (whether created or developed independently by a participant or jointly with others) submitted to SIA ("Submissions") shall be the property of the participants. For the avoidance of doubt, SIA Employees participating in this Competition shall under no circumstances be entitled to claim any rights, including intellectual property rights, for their Submissions. Notwithstanding the foregoing, each participant acknowledges and agrees that any ideas or concepts related to the Submission are not confidential or proprietary, and SIA and its parent, subsidiaries and affiliated or associated companies (the "SIA Group") may use, incorporate or disclose any of them now or in the future in any manner, and each participant waives any and all claims that may arise against the SIA Group (or its affiliates, contractors and agents) or anyone else participating or otherwise attending in this Competition for such use or disclosure.
- 3.1A Each participant acknowledges and agrees that all Intellectual Property Rights contained within the APIs or SDKs that have been made available to the Participants to create or develop the Application ("Partner APIs") shall remain vested in the owner of such Partner APIs.
- 3.2. By making a Submission, each participant acknowledges and agrees that SIA may obtain many submissions in connection with this Competition and/or other marketing initiatives or challenges staged and/or offered by SIA ("Submitted Ideas"), and that such submission may be similar or identical in theme, idea, format or other respects to other Submitted Ideas or other materials developed by SIA or its contractors or agents. Unless prohibited by law, each participant waives any and all claims against the SIA Group and/or any other participants/teams SIA Group may have had and/or may have (presently or in the future), that any submission and/or other works (including videos) accepted, reviewed and/or used by SIA or other participants may be similar to his/her submission, or that any compensation is due to such participant in connection with such submission or other works used by any entity in the SIA Group.
- 3.3. Each participant hereby grants an irrevocable, perpetual, non-exclusive, royalty free, worldwide license ("IPR License") to each entity in the SIA Group and/or any entity acting on behalf of any

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<sup>1</sup> SIA staff and immediate family members (i.e. spouse and children) of staff who are part of the SIA App Challenge team planning, managing and overseeing this Competition, as well as the Competition's sponsors' or partners' staff and immediate family members of such staff who are part of the team planning, managing and overseeing this Competition, are not eligible to participate in the Competition.

entity in the SIA Group, effective as of the date of this document, to use, sub-license, discuss, distribute, publicise, market and/or create derivative works with, (i) the intellectual property comprised in any and all Submissions (the "Assigned Rights") and/or (ii) any content derived from or relating to the Submissions and/or Assigned Rights.

- 3.4. In the event any of the participants decide to sell the Assigned Rights or any part thereof, each participant hereby agrees to grant SIA the right of first refusal to purchase such Assigned Rights for an amount to be mutually agreed upon by both parties in writing and agree to do all things and sign all documents necessary to transfer and vest all rights, ownership and title in such Assigned Rights to SIA within a reasonable period of time. The participant shall, at SIA's request, provide SIA with all necessary assistance to obtain registrations for and enforce such Assigned Rights or any part thereof. The participant shall inform SIA if it is in discussions with any third party as to the Assigned Rights or any part thereof.
- 3.5. "Intellectual Property Rights" includes in Singapore and throughout the world and for the duration of the rights (a) any patents, utility models, copyrights (including future copyright), registered or unregistered trade marks or service marks, trade names, brand names, layout-design rights, registered designs and commercial names and designations; (b) any invention, discovery, trade secret, know how, or confidential, business, scientific, technical or product information; (c) any other rights resulting from intellectual activity in the commercial, industrial, scientific, literary and artistic fields and whether dealing with manufactured products or services; and (d) any letters patent, deed of grant, certificate or document of title for any thing referred to in paragraphs (a), (b) or (c) of this definition.
- 3.6. Each participant warrants that (a) he/she has created the Application, (b) no third party has any right, title and/or interest in or to the Assigned Rights and (c) the use or exploitation by any entity in the SIA Group of the Assigned Rights or the Submissions will not infringe the Intellectual Property Rights or any other rights of any third party. Participant must take all necessary steps to license to the SIA Group the Assigned Rights and all tangible materials bearing, comprising, based on and/or derived from the Assigned Rights. At the request of SIA and/or any entity in the SIA Group, the participant shall provide SIA and/or any other entity in the SIA Group with all necessary assistance for SIA and/or the SIA Group to maintain and/or enforce the Assigned Rights or any part thereof. The participant shall not challenge the right of any entity in the SIA Group to use the Assigned Rights.

#### **4. RIGHT OF USAGE AND PUBLICITY**

- 4.1. By entering the Competition, participants agree to participate in any media, promotional activity or publicity related to the Competition without payment or compensation, if requested to do so by SIA.
- 4.2. Participants further agree to participate in, at their own expense, prize presentation ceremonies, media, promotional activity or publicity related to the Competition in Singapore or elsewhere in relation to the Competition, without payment or compensation, if requested to do so by SIA.
- 4.3. Participants acknowledge and agree that SIA may display publicly, archive and reproduce any Submissions for broadcast, marketing, publicity and promotional purposes without any payment to the participants or the participants' consent. This includes, but is not limited to, posting or linking to the Submission on the SIA website as well as SIA's proprietary social media channels and website, and display and promotion of any Submission in any other media worldwide.
- 4.4. Participants acknowledge that SIA cannot control the information the participants disclose to SIA or SIA's representatives in the course of participating in the Competition, or what SIA or SIA representatives will remember about the Submissions. Participants also understand that SIA will not restrict work assignments of representatives who have had access to any

Submission. Participants agree that SIA may use any information in SIA representatives' unaided memories in the development or deployment of SIA products or services without liability or compensation to the participants. Participants will not receive any compensation or credit from SIA for use of the Submission in connection with this Competition, save as expressly provided for under the Terms and Conditions. SIA is not responsible for any unauthorized use of the Submission by those accessing or viewing the Submission.

- 4.5. SIA is not obligated to use any Submission for any purpose.
- 4.6. Participants are not granted the permission to use or display any of the SIA Group's trademarks (e.g. logo) or rights in any form. Participants agree to seek the prior written consent of SIA prior to promoting or publicizing their participation or activities related to the Competition.

## 5. CONFIDENTIALITY

- 5.1. SIA may disclose Confidential Information to participants for the purposes of or in connection with this Competition.
- 5.2. "Confidential Information" shall include but is not limited to information, personal data, knowledge and data, whether or not in relation to this Competition and howsoever obtained or disclosed or accessed, including copies and reproductions thereof, which are of an intellectual, technical, scientific, financial, commercial or marketing nature (which for the avoidance of doubt includes SIA data or any part thereof) which is not in the public domain and in which SIA has a business, proprietary or ownership interest or has a legal duty to protect, which SIA considers to be confidential and which is identified by SIA as confidential and/or any information which a reasonable third party acting in good faith would recognise as being confidential in nature. For the avoidance of doubt, "SIA data" includes any information belonging to SIA or provided by SIA in connection with this Competition including all data, information and computer programs provided by or derived from third parties whether concerning flight schedules, customers, suppliers, operational data, billing information or otherwise, and personal data (of passengers or otherwise), as well as all compilations or databases containing such data and information.
- 5.3. The participant acknowledges that SIA operates in a highly competitive industry and that any Confidential Information, if disclosed (whether directly or indirectly) to a third party without the express authorisation of SIA, would have a detrimental effect on the business of SIA.
- 5.4. The participant agrees to use the Confidential Information only for the purposes of Submissions to SIA for this Competition.
- 5.5. The participant further agrees to keep the Confidential Information in strictest confidence and shall not, directly or indirectly, use for itself or on behalf of or disclose to any third party any Confidential Information received from SIA.
- 5.6. The participant expressly understands that the Confidential Information disclosed by SIA is of a commercially valuable and highly sensitive nature. In the event that SIA discovers that the participant, its employees, servants, officers, agents, consultants or contractors (whether individually or collectively) has made or makes or intends to make or causes to be made or permits to be made any unauthorised disclosure of the Confidential Information, SIA will be entitled to take out an injunction against any such party to restrain it from making any such disclosure. In addition or in the alternative, as the case may be, SIA will be entitled to exercise such legal and equitable remedies as are available in respect of the breach of the Terms and Conditions and to further protect the Confidential Information.
- 5.7. The Parties understand that SIA does not have any obligation to provide Confidential Information to the participant, that SIA does not make any representation or warranty with respect to the accuracy or completeness of the Confidential Information, and that SIA shall not

be liable to the participant for any loss or damage resulting from the use of or reliance on any of the Confidential Information.

- 5.8. At the end of this Competition, all participants shall stop using the Confidential Information and shall return all of the Confidential Information to SIA, including all copies or reproductions, extracts, summaries or notes, or destroy the same in accordance with the directions of SIA and certify the same have been destroyed, if so required by SIA.
- 5.9. SIA may, at any time, direct participants to return all Confidential Information to SIA, or any part thereof, and not to make further use of the Confidential Information to be returned. Upon receipt of such directions, participants shall promptly deliver the requested Confidential Information without retaining any copies or excerpts thereof to SIA.
- 5.10. "Confidential Information" shall not include: (a) Information which at the time of disclosure is in the public domain; (b) Information which becomes part of or enters the public domain other than in breach of the Terms and Conditions or other than due to the default or wilful or negligent act or omission of the participant or any of its employees, servants, officers, agents, consultants and contractors; (c) Information which was known to the participant prior to receipt from SIA provided such prior knowledge can be adequately substantiated by documentary evidence antedating the disclosure by SIA; (d) Information which has been independently developed or obtained by the participant or obtained by the participant from a third party other than in breach by either of them of their respective obligations to maintain confidentiality; (e) Information which is required to be used or disclosed by reason of any law, governmental or other regulations or the requirements, orders, directions, instructions or notices of any regulatory authority including any stock exchange, provided however that the participant shall promptly notify SIA of such requirements and shall use its best efforts to limit the scope of the use or disclosure; and (f) Confidential Information which is disclosed to third parties with the prior written consent of SIA.

## **6. JUDGING**

- 6.1. Participants and Submissions must comply fully with the Terms and Conditions in order to be eligible for Prizes.
- 6.2. Eligible Submissions will be evaluated by one or more panels of judges selected by SIA (herein referred to as "Judging Panel"). The Judging Panel may be employees of the SIA Group or external, and may change before or during the judging period. Judging may take place in one or more rounds with one or more panels of judges, at the discretion of SIA.
- 6.3. The Judging Panel will score eligible Submissions using the following criteria (herein referred to as "Judging Criteria"): (a) Innovation; (b) Business Value; (c) Technical Competency; (d) User Experience; and (3) Presentation. These criteria may change at the sole discretion of SIA.
- 6.4. The Judging Criteria may not apply to every Prize, especially for Prizes offered by the Competition's sponsors. Eligible participants whose Submission earned the highest overall score based on the applicable Judging Criteria may be awarded a Prize. If participants compete in a team, each team is only eligible for one Prize.
  - 6.4.1. The Judging Panel is not obligated to test the Application and may choose to score the Submissions based solely on the presentation slides provided in the Submission.
- 6.5. In the event of a tie, the Judging Panel will deliberate to determine the winner.
- 6.6. Collection of the Prize may require the receipt by SIA of all required and completed forms from all participants of the team. If participants do not sign the required forms or provide the required information within one (1) month following SIA's request, the Prize will be forfeited and SIA or the Judging Panel are under no obligation to award the Prize to other participants or teams.

## **7. PRIZES AND WINNERS**

- 7.1. For Prizes involving flight tickets, travel is subject to seat availability at the time of booking. Prizes are allocated to the prize winner only. Please refer to '8. USAGE OF PRIZES' for the terms and conditions governing the use of the Prizes.
- 7.2. SIA reserves the right at any time, in their absolute discretion, to cancel or modify the Competition or substitute, withdraw, or cancel any Prize without prior notice, without having to disclose any reason therefore, and without any payment or compensation whatsoever.
- 7.3. SIA reserves the right not to award any Prize, or to award one or more but not all of the Prizes. The decision of the Judging Panel and/or SIA shall be final and conclusive, and no correspondence will be entertained. Prizes not claimed will be forfeited at the sole and absolute discretion of SIA.
- 7.4. Winners must be present at the prize giving ceremony.

## 8. USAGE OF PRIZES

### Student Category

- 8.1. 1<sup>st</sup> Prize: 1 x Technology Trip to Silicon Valley for the winning team (inclusive of Singapore Airlines Economy Class return ticket to San Francisco)
  - 8.1.1. Each participant of the winning team of the Prize ("the winner") agrees and acknowledges that he/she will travel to Silicon Valley as part of the winning team, and SIA will arrange for the winning team's Technology Trip to San Francisco (including Silicon Valley) based on travel dates stipulated by SIA.
  - 8.1.2. The cost of the winner's accommodation and transportation in San Francisco (including Silicon Valley), which shall be based on SIA's itinerary, shall be borne by SIA. SIA's itinerary may be subject to change at SIA's sole discretion.
  - 8.1.3. The ticket shall only be utilized on the airline indicated on the ticket.
  - 8.1.4. The ticket is valid for travel on SIA flights in the designated economy class (L class) only.
  - 8.1.5. All flights will originate in Singapore. If the winner does not reside in Singapore, the winner agrees to pay for transportation to Singapore to utilize the tickets and will not be reimbursed by SIA for such tickets.
  - 8.1.6. If for any reason the winner is unable to travel to the selected destination on the dates booked (including if the winner fails to comply with any and all local entry, visa and/or other legislative requirements), the Prize shall be invalidated without further liability to SIA.
  - 8.1.7. The Prize cannot be transferred to another person nor rerouted to other destinations; open-dated ticket, open-jaw travel, and en-route stopovers are not permitted. A stopover city is a city where you will be for 24 hours or longer before your next flight.
  - 8.1.8. Flight/date change after flight booking is not permitted.
  - 8.1.9. The ticket is not eligible for frequent flyer mileage accrual and cannot be used in conjunction with any other upgrade awards.
  - 8.1.10. The ticket covers airfare, fuel surcharges and airport taxes. Winners will undertake to pay all excess baggage charges, insurance charges and other additional charges where applicable.
  - 8.1.11. The Prize is not negotiable, transferable, exchangeable or redeemable for cash, credit, or kind, either in part or in full. There is no refund for the return trip if the tickets are only used for a one-way trip ("partially used ticket").

- 8.1.12. The winner must have valid travel documents for their travel. The winner shall be responsible to ensure that they have all necessary visa and any other travel approval(s).
- 8.1.13. It is the sole responsibility of the winner to arrange and pay for all government, federal, state and local taxes (such as gaming tax) and duties levied in connection with the Prize, together with all customs and immigration fees, visas, insurance, gratuities, any fees imposed by any relevant governments and authorities, inoculations and/or vaccinations, and other expenses of a personal nature.
- 8.1.14. The winner will not be reimbursed for any time he/she may have to take off work or other commitments in order to utilize the Prize.
- 8.1.15. Unless otherwise specified, SIA shall not be responsible for and will not bear any of the expenses incurred before or during the trip including but not limited to spending money, meals, drinks, transfers, laundry charges, activities, incidentals, energy surcharges, gratuity, services charges, travel insurance and all ancillary costs.
- 8.1.16. By accepting the Prize, the winner signifies his/her agreement and consent to participate in and to co-operate as required by SIA with all reasonable media requests, including but not limited to, being interviewed, photographed and having his/her name, photo and quotes published in any media owned by SIA. If the winner withdraws his/her consent, he/she must surrender the Prize to SIA or in the case where the Prize has already been partially used, the winner must pay SIA for the full value of the Prize as at the date of issue as determined by SIA in its sole discretion.

To the extent that it does not conflict with SIA's Conditions of Carriage, found at [https://www.singaporeair.com/jsp/cms/en\\_UK/global\\_footer/conditions-carriage.jsp](https://www.singaporeair.com/jsp/cms/en_UK/global_footer/conditions-carriage.jsp) and Conditions of Contract, found at [https://www.singaporeair.com/jsp/cms/en\\_UK/global\\_footer/conditions-of-notice.jsp](https://www.singaporeair.com/jsp/cms/en_UK/global_footer/conditions-of-notice.jsp) and any other laws that cannot be waived by the agreement of parties, SIA shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including, but not limited to, indirect, consequential loss including death) or costs incurred due to unforeseen circumstances as a result of, or arising out of, or in any way connected with this promotion.

8.2. 1<sup>st</sup> Runner-up: 1 x 50,000 KrisFlyer Miles for each winning team member;

2<sup>nd</sup> Runner-up: 1 x 30,000 KrisFlyer Miles for each winning team member

- 8.2.1. SIA will sponsor the KrisFlyer miles as part of the Prizes for the Competition.
- 8.2.2. The KrisFlyer miles will only be valid for 1 year from the date on which it is credited into the KrisFlyer member account of the winner of the KrisFlyer miles, and no extensions will be permitted.
- 8.2.3. The KrisFlyer miles are not negotiable nor transferable, either in part or in full.
- 8.2.4. The use of the KrisFlyer miles to redeem the air ticket will always be subject to seat availability at the time of reservation or ticket issuance. Any identification and/or other documentation requested must be presented during reservation.
- 8.2.5. If for any reason the winner is unable to travel to the selected destination on the dates booked (including if the winner fails to comply with any and all local entry, visa and/or other legislative requirements), the ticket shall be invalidated without further liability to SIA.

- 8.2.6. The winner must have valid travel documents for their travel. The winner shall be responsible to ensure that they have all necessary visa and any other travel approval(s).
- 8.2.7. By accepting the KrisFlyer miles, the winner signifies his/her agreement and consent to participate in and to co-operate as required by SIA with all reasonable media requests, including but not limited to, being interviewed, photographed and having his/her name, photo and quotes published in any media owned by SIA. If the winner withdraws his/her consent, he/she will surrender the KrisFlyer miles to SIA.
- 8.2.8. At the Prize giving ceremony, the winner shall be presented a token to represent the KrisFlyer miles, and shall be informed of the method of collection. To redeem the KrisFlyer miles, the winner must present the following items to SIA within one (1) month, failing which the KrisFlyer miles may be forfeited:
- 8.2.8.1. A copy of his/her valid KrisFlyer membership card or any valid document that bears his/her KrisFlyer membership number.
- 8.2.8.2. A copy of his/her student ID / Matriculation card, and NRIC or passport. Where it is illegal to photocopy a passport, the winner must produce the passport for perusal by SIA. Alternatively, the winner may submit another form of photo identification to SIA to photocopy, provided that it is not illegal to photocopy such alternative identity document.
- 8.2.9. If the winner fails to produce the aforesaid documents to the satisfaction of SIA, SIA may, in its sole discretion, declare that the KrisFlyer miles have been forfeited by the winner and the winner will have no right to challenge such discretion.
- 8.2.10. The winner will not be reimbursed for any time he/she may have to take off work or other commitments in order to utilize the KrisFlyer miles.
- 8.2.11. The KrisFlyer miles must be used in accordance with the terms and conditions of the KrisFlyer programme.
- 8.2.12. Unless otherwise specified, SIA shall not be responsible for and will not bear any of the expenses incurred in conjunction with the use of the KrisFlyer miles.
- 8.2.13. It is the sole responsibility of the winner to arrange and pay for all government, federal, state and local taxes (such as gaming tax) and duties levied in connection with the KrisFlyer Miles, together with all customs and immigration fees, visas, insurance, gratuities, any fees imposed by any relevant governments and authorities, inoculations and/or vaccinations, and other expenses of a personal nature.
- 8.2.14. To the extent that it does not conflict with SIA's Conditions of Carriage, found at [https://www.singaporeair.com/jsp/cms/en\\_UK/global\\_footer/conditions-carriage.jsp](https://www.singaporeair.com/jsp/cms/en_UK/global_footer/conditions-carriage.jsp) and Conditions of Contract, found at [https://www.singaporeair.com/jsp/cms/en\\_UK/global\\_footer/conditions-of-notice.jsp](https://www.singaporeair.com/jsp/cms/en_UK/global_footer/conditions-of-notice.jsp) and any other laws that cannot be waived by the agreement of parties, SIA shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including, but not limited to, indirect, consequential loss including death) or costs incurred due to unforeseen circumstances as a result of, or arising out of, or in any way connected with this promotion.

## Open Category

8.3. 1<sup>st</sup> Prize: 1 round-trip ticket on Singapore Airlines Economy Class to any destination on the SIA network for each member of the winning team, subject to a maximum of 4 persons per team.

- 8.3.1. Each member of the winning team (each a “prize winner”) shall be required to inform SIA of the intended travel destination (within the SIA network), three preferred departure dates ranked according to the most preferred to least preferred, and three preferred return dates ranked according to the most preferred to least preferred. For the avoidance of doubt, the aforementioned SIA network shall exclude all code-share or partner airline flights and shall be strictly limited to destinations flown to on Singapore Airlines flights only.
- 8.3.2. Booking must be made by 31 December 2017 and travel must be completed by 30 June 2018.
- 8.3.3. No change in travel arrangements may be made after the booking is confirmed.
- 8.3.4. By accepting the prize, each prize winner agrees to participate in all reasonable media publicity relating to the prize prior to and after the prize has been collected. This includes being featured in social media promotions and may include posts on individual’s own social platform as guided by SIA.
- 8.3.5. In the event that for any reason whatsoever, a prize winner does not claim the prize at the time stipulated by SIA, the prize may be forfeited for such prize winner at SIA’s sole discretion and without further liability to SIA. Cash will not be awarded in lieu of the prize.  
The prize winner must ensure that he/she has valid travel documents for his/her travel. If the prize winner is unable to utilize the ticket, the ticket will be deemed forfeited to SIA.
- 8.3.6. The ticket is not entitled to Frequent Flyer Programme mileage accrual, is non-negotiable, non-transferable and non-refundable, either in part or in full. Open-dated tickets and en-route stopovers are not permitted. Prize cannot be sold or bartered.
- 8.3.7. The ticket is valid for travel on Singapore Airlines in the designated economy class only.
- 8.3.8. Unless otherwise specified, SIA is not responsible for and will not bear any of the expenses of the travel including but not limited to spending money, meals, drinks, transfers, laundry charges, activities, incidentals, taxes (including departure taxes), energy surcharges, gratuity, services charges, travel insurance and all ancillary costs.
- 8.3.9. The ticket covers airfare, fuel surcharges and airport taxes. Winners will undertake to pay all excess baggage charges, insurance charges and other additional charges where applicable
- 8.3.10. It is the sole responsibility of the winner to arrange and pay for all government, federal, state and local taxes (such as gaming tax) and duties levied in connection with the prize, together with all customs and immigration fees, airport taxes, visas, insurance, gratuities, any fees imposed by any relevant governments and authorities, inoculations and/or vaccinations, and other expenses of a personal nature.
- 8.3.11. If for any reason the winner is unable to travel to the selected destination on the dates booked (including if they fail to comply with all local entry, visa and/or other legislative requirements), the prize will be invalidated without further liability of SIA.
- 8.3.12. The winner will not be reimbursed for any time they may have to take off work or other commitments in order to utilize the prize.

- 8.3.13. SIA shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to, indirect, consequential loss including death) or costs incurred due to unforeseen circumstances as a result of, or arising out of, or in any way connected with this prize. In this regard, SIA recommends that the prize winner take out the appropriate insurance.
- 8.3.14. SIA, its directors, officers, employees and assignees, will not be held liable for any claim arising from the prize.
- 8.4. 1<sup>st</sup> Runner-up: S\$3,000 in cash for the team, regardless of the number of members in the team  
2<sup>nd</sup> Runner-up: S\$1,500 in cash for the team, regardless of the number of members in the team
- 8.4.1. The cash prizes are not exchangeable and non-negotiable and shall be presented to the 1<sup>st</sup> Runner Up and 2<sup>nd</sup> Runner Up in a cheque. Each team shall have full discretion as to the distribution of the prize amongst its members. Upon presentation of the cheque by SIA to the 1<sup>st</sup> Runner Up and 2<sup>nd</sup> Runner Up, SIA shall have no further obligation and liability to these teams.
- 8.4.2. In the event that for any reason whatsoever, a team does not claim the prize at the time stipulated by SIA, the prize may be forfeited for such team at SIA's sole discretion and without further liability to SIA.
- 8.4.3. By accepting the prize, each prize winner agrees to participate in all reasonable media publicity relating to the prize prior to and after the prize has been collected. This includes being featured in social media promotions and may include posts on individual's own social platform as guided by SIA.
- 8.4.4. It is the sole responsibility of the winner to arrange and pay for all government, federal, state and local taxes and duties (if any) levied in connection with the prize.
- 8.4.5. SIA shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including but not limited to, indirect, consequential loss including death) or costs incurred due to unforeseen circumstances as a result of, or arising out of, or in any way connected with this prize.
- 8.5. **Overseas Preliminaries**
- 8.5.1. 1<sup>st</sup> Prize: 1 x Trip to Singapore for the winning team (inclusive of Singapore Airlines Economy Class return ticket to Singapore) from each of the Jakarta preliminaries and San Francisco preliminaries to participate in the Finale of the SIA App Challenge in Singapore on 28<sup>th</sup> October 2017
- 8.5.2. The individual winner of the Prize ("the winner") agrees and acknowledges that he/she will travel to Singapore as part of the overseas winning team, and SIA will arrange for the team's trip to Singapore based on travel dates stipulated by SIA.
- 8.5.3. Each participant from the winning team from the Jakarta preliminary round ("Jakarta Winning Team") and each participant from the winning team from the San Francisco preliminary round ("SFO Winning Team") agrees and acknowledges that he/she will travel to Singapore to present his/her solution as part of the overseas winning team in the Finale of the SIA App Challenge on 28<sup>th</sup> October 2017. If the winning team is unable to travel to Singapore to present its solution, such winning team will be required to present its solution via video conferencing at a time and date specified by SIA.
- 8.5.4. SIA shall have sole and absolute discretion to stipulate the travel date and flight for the winning teams to travel to Singapore and to determine each of the Jakarta

Winning Team's and SFO Winning Team's itinerary. Cost of the Jakarta Winning Team's and SFO Winning Team's accommodation and transportation in Singapore shall be borne by SIA.

- 8.5.5. The Prize cannot be transferred to another person nor rerouted to other destinations; open-dated ticket, open-jaw travel, and en-route stopovers are not permitted.
- 8.5.6. Flight/date change after flight booking is not permitted.
- 8.5.7. The ticket is not eligible for frequent flyer mileage accrual and cannot be used in conjunction with any other upgrade awards.
- 8.5.8. The ticket covers airfare, fuel surcharges and airport taxes. Winners will undertake to pay all excess baggage charges, insurance charges and other additional charges where applicable.
- 8.5.9. The Prize is not negotiable, transferable, exchangeable or redeemable for cash, credit, or kind, either in part or in full. There is no refund for the return trip if the tickets are only used for a one-way trip ("partially used ticket").
- 8.5.10. The winner must have valid travel documents for their travel. The winner shall be responsible to ensure that they have all necessary visa and any other travel approval(s).
- 8.5.11. It is the sole responsibility of the winner to arrange and pay for all government, federal, state and local taxes (such as gaming tax) and duties levied in connection with the Prize, together with all customs and immigration fees, visas, insurance, gratuities, any fees imposed by any relevant governments and authorities, inoculations and/or vaccinations, and other expenses of a personal nature.
- 8.5.12. The winner will not be reimbursed for any time he/she may have to take off work or other commitments in order to utilize the Prize.
- 8.5.13. Unless otherwise specified, SIA shall not be responsible for and will not bear any of the expenses incurred before or during the trip including but not limited to spending money, meals, drinks, laundry charges, activities, incidentals, energy surcharges, gratuity, services charges, travel insurance and all ancillary costs.
- 8.5.14. By accepting the Prize, the winner signifies his/her agreement and consent to participate in and to co-operate as required by SIA with all reasonable media requests, including but not limited to, being interviewed, photographed and having his/her name, photo and quotes published in any media owned by SIA. If the winner withdraws his/her consent, he/she must surrender the Prize to SIA or in the case where the Prize has already been partially used, the winner must pay SIA for the full value of the Prize as at the date of issue as determined by SIA in its sole discretion.

To the extent that it does not conflict with SIA's Conditions of Carriage, found at [https://www.singaporeair.com/jsp/cms/en\\_UK/global\\_footer/conditions-carriage.jsp](https://www.singaporeair.com/jsp/cms/en_UK/global_footer/conditions-carriage.jsp) and Conditions of Contract, found at [https://www.singaporeair.com/jsp/cms/en\\_UK/global\\_footer/conditions-of-notice.jsp](https://www.singaporeair.com/jsp/cms/en_UK/global_footer/conditions-of-notice.jsp) and any other laws that cannot be waived by the agreement of parties, SIA shall not be liable for any claims, losses, damages, injuries, costs and expenses suffered, sustained or incurred (including, but not limited to, indirect, consequential loss including death) or costs incurred due to unforeseen circumstances as a result of, or arising out of, or in any way connected with this promotion.

## 9. INDEMNITY & EXCLUSIONS OF LIABILITY

- 9.1. While reasonable care will be taken of the Submissions provided to SIA, SIA assumes no responsibility for any loss of or damage to the Submissions or any Applications before, during, and/or after the Competition.
- 9.2. SIA shall have no liability in connection with:
  - 9.2.1. Any incorrect or inaccurate information, whether caused by SIA's electronic or printing error, or by any of the equipment or programming associated with or utilised in the Competition;
  - 9.2.2. Technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines, internet connectivity or electronic transmission errors, or network hardware or software or failure of the Competition's website;
  - 9.2.3. Unauthorized human intervention in any part of the entry process or the Competition;
  - 9.2.4. Technical or human error which may occur in the administration of the Competition or the processing of Submissions; or
  - 9.2.5. Any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Competition or receipt or use or misuse of any Prize.
- 9.3. SIA is not responsible for incomplete, late, misdirected, damaged, lost, illegible, or incomprehensible Submissions or for address or email address changes of the participants. Proof of sending or submitting shall not be deemed to be proof of receipt by SIA.
- 9.4. If for any reason any Submission is determined to have not been received or been erroneously deleted, lost, or otherwise destroyed or corrupted, the participant's sole remedy is to request the opportunity to resubmit the Submission. Such request must be made promptly after the participant knows or should have known there was a problem, and will be subject to the decision of SIA in its sole discretion.
- 9.5. Participants agree that no claim shall be asserted against SIA and its parent, subsidiary, and affiliated or associated companies, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present agents, officers, directors, employees and representatives, for any and all losses (including special, indirect and consequential losses), injuries, damages, rights, claims and actions of any kind in connection with the Competition and/or the acceptance of any Prize, including without limitation, personal injuries, death and property damage. To the maximum extent permitted by law, without prejudice to the generality of the foregoing, participants agree to release, SIA, subsidiaries, affiliates, and each of their respective agents, officers, directors and employees from and against any claim or cause of action in connection with the participants' participation in the Competition, including, but not limited to: (a) unauthorized human intervention in the Competition; (b) technical errors that may impair the participants' ability to participate in the Competition; (c) errors in the administration of the Competition; (d) any claim or allegation that the participants' participation in this Competition, or any Submission was in violation of the Terms and Conditions, or that the Terms and Conditions infringes any Intellectual Property Right; (e) disputes amongst participants in teams; and (f) claims relating to damage to persons or property in connection with the Competition.
- 9.6. In addition, to the maximum extent permitted by law, participants expressly release SIA and its parent, subsidiary, and affiliated or associated companies, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present agents, officers, directors, employees

and representatives, from and against any and all claims that the participant may have based on contract, tort, negligence or any other cause of action arising out of or in connection with: (a) the production, distribution, broadcast or exhibition of the participant's name, photograph, auto-visual footage, voice or other personal data; (b) the broadcast, transmission, performance, exploitation and/or use of Submissions or any part thereof, or any combination of the foregoing, including, without limitation, any claims of invasion of privacy, defamation, or violation of any Intellectual Property Rights; or (c) creation, submission or entry of a Submission, participation in the Competition, acceptance or use or misuse of the Prize (including any travel or activity related thereto).

- 9.7. Each participant shall indemnify and hold the SIA Group, the Prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Competition, and all of their respective past and present agents, officers, directors, employees and representatives, in full from and against all actions, proceedings, claims, damages, liabilities, settlement sums, charges, losses, costs and expenses (including without limitation, legal costs and expenses and costs of other professionals and any penalties or other amounts levied, imposed or charged by any regulator or regulatory authority) arising out of or in connection with: (a) any claim or action by any third party for actual or alleged infringement of Intellectual Property Rights in connection with the Assigned Rights or any Submissions; and/or (b) any breach or violation of any applicable laws by the participants or any Submission.

## **10. GENERAL TERMS**

- 10.1. Participants acknowledge and agree fully and unconditionally to the Terms and Conditions, and other instructions related to the Competition, as well as to SIA's and/or the Judging Panel's decisions regarding the Competition, which are final and binding. Participants must also comply with all applicable laws and regulations.
- 10.2. SIA may modify any provision of the Terms and Conditions, at any time. Participants are responsible for checking them regularly. A copy of the latest version of the Terms and Conditions is available at the following URL: [appchallenge.singaporeair.com](http://appchallenge.singaporeair.com). By continuing to participate in the Competition, participants are deemed to agree to any updates to the Terms and Conditions. SIA may also modify any timeline, start date/time or end date/time at SIA's sole discretion without posting updated terms and conditions or clarification; however where such a modification would adversely affect the participants, SIA will endeavor to give the participants notice of the change via the participants' e-mail address provided at the time of registering for the Competition.
- 10.3. Without limiting SIA's rights and remedies, SIA reserves the right, in its sole discretion, to disqualify any participant or team who: (a) fails to comply with any provision of the Terms and Conditions, or this Competition's Code of Conduct; (b) cheats or tampers with the operation of the Competition, or otherwise acts in a disruptive or inappropriate manner; or (c) engages in conduct that is unlawful, offensive, or otherwise leads SIA to conclude, in its sole discretion, that public association with the participant could cause controversy or embarrassment to SIA or its partners.
- 10.4. In the event that the operation, security, or administration of the Competition is in SIA's judgment impaired in any way, SIA may, in its sole discretion, without limitation: (a) suspend the Competition to address the impairment and then resume the Competition; (b) award the prize according to the judging criteria set forth above from among the eligible entries received up to the time of the impairment, (c) extend any deadlines, or (d) take any other reasonable action as SIA deems necessary and appropriate to the circumstances.

- 10.5. Except where prohibited, participants agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Competition or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court in Singapore. All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, participants' rights and obligations, or SIA's rights and obligations, shall be governed by, and construed in accordance with, the laws of Singapore, without giving effect to any choice of law or conflict of law rules (whether of Singapore or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Singapore.
- 10.6. SIA's failure to enforce any term of the Terms and Conditions shall not constitute a waiver of that provision.
- 10.7. Participants agree that the relationship amongst participants and SIA is not a confidential, fiduciary, or other special relationship.
- 10.8. Entry to the Competition is personal to the participant. No other person has any right under the Contracts (Rights of Third Parties) Act (Cap 53B) to enforce the participant's rights under the Terms and Conditions or enjoy any benefit of any Prize.

## **11. PRIVACY AND PUBLICITY**

- 11.1. SIA may collect personal data such as your name, NRIC number, email address and phone number when you provide SIA with your personal data directly, or when third parties such as Eventbrite disclose your personal data to SIA. In addition, participants may be filmed or photographed while participating in the Competition and SIA may collect your photographs, audio-visual footage, comments, and any other record of your participation in the Competition.
- 11.2. SIA collects, uses and discloses your personal data in order to administer the Competition for SIA's marketing and promotional purposes, to attribute you as the inventor/author of the invention/work that you create for the purposes of the Competition, administer assignment of the rights in the invention or work to SIA and/or for workshops organized by the sponsors of the Competition (the "Purposes"). You hereby consent to SIA's collection, use and disclosure of your personal data for the Purposes. Personal data in SIA's care and control will be treated in accordance with SIA's Privacy Policy, found at [www.singaporeair.com](http://www.singaporeair.com).
- 11.3. When you submit information (including personal data) on a website or platform run by a third party in connection with this Competition (such as Eventbrite), your information may be used by that third party in accordance with that third party's own terms and conditions and privacy policy.
- 11.4. Participants should note that registration for this Competition is administered through Eventbrite's website. Further, participants may be required to upload their Submissions onto or otherwise use other third party systems or platforms. Such third party websites, platforms or systems (such as Eventbrite's website) are not affiliated with or owned, operated, or controlled by SIA, and do not act as data intermediaries to process personal data on SIA's behalf. SIA cannot and does not assume responsibility for the content, privacy policies, or practices (including practices relating to the use, collection and disclosure of personal data) of such third parties.
- 11.5. We encourage all participants to review the relevant terms and conditions and privacy policies governing the use of the relevant third party websites, platforms or systems before submitting your information or personal data to such third parties, including Eventbrite's own terms and conditions and privacy policy at <http://www.eventbrite.sg/privacypolicy/>.
- 11.6. By using third party websites, platforms or systems (including using Eventbrite's website to register for this Competition), you expressly relieve SIA from any and all liability in connection with (i) your access and use of such third party websites, platforms or systems; (ii) any personal

data submitted to such third party websites, platforms or systems; and/or (iii) the acts, omissions or defaults of such third parties.