

SUSS SBIZ BUSINESS PLAN COMPETITION 2020

“SOCIAL INCLUSION IN SINGAPORE’S DIGITAL ECONOMY”

This competition (“**Event**”) is organised by Singapore University of Social Sciences (the “**Organiser**”).

BY REGISTERING FOR THIS EVENT, PARTICIPATING OR ATTEMPTING TO PARTICIPATE IN THE EVENT AND/OR USING THE EVENT SITE (THE “**SITE**” or “**EVENT WEBPAGE**”), YOU ARE AGREEING TO THESE TERMS AND CONDITIONS (“**TERMS AND CONDITIONS**”). THESE TERMS AND CONDITIONS CONSTITUTE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE ORGANISER WITH RESPECT TO THE EVENT.

Terms and Conditions

1.0 Eligibility

- 1.1 You must be a registered full-time or part-time student of a polytechnic, a junior college, the Millennia Institute or an Institute of Technical Education in Singapore.
- 1.2 You must sign up as part of a team. Each team must comprise at least **2** members and a maximum of **4** members (“**Team**”). Students from the same institution or different institutions may come together to form a Team. One of the team members shall assume the role of Team leader and register for this Event on behalf of his/her Team members.
- 1.3 You are not allowed to be on more than one team for this Event.

2.0 Registration

- 2.1 You must register for this Event by completing the registration process via the Site at <https://www.suss.edu.sg/bpc2020>. You warrant that all information provided by you during the registration process are accurate and complete.
- 2.2 Registration for this Event closes on the time and date stipulated on the Event webpage at <https://www.suss.edu.sg/bpc2020> (“**Closing Date**”). The Organiser may, at its sole and absolute discretion, extend the Closing Date and reserves the right to disregard or accept registrations received by it after the Closing Date. No amendments may be made to any registrations (including the member composition of any Team) after the Closing Date without the written consent of the Organiser.
- 2.3 If you are under the age of 18, you must also submit the “Under Age of 18 Consent and Waiver Form” which can be found here: <https://www.suss.edu.sg/docs/default-source/contentdoc/sbiz/BPC-ConsentForm.pdf>.
- 2.4 The registration by the Team leader will bind all team members to these Terms and Conditions. The Organiser may also require each Team member to signify his/her

agreement to these Terms and Conditions in a manner required by the Organiser. Each Team must be given a name chosen by its members. Any breach of these Terms and Conditions by you or any of your Team members may disqualify you and your Team from participating in this Event. If information provided during online registration is found to be incomplete and/or inaccurate, even if related to just one Team member, the entire Team concerned will be excluded from this Event.

3.0 Briefing Session

- ~~3.1 A briefing session will be held by the Organiser to provide all participating Teams with detailed requirements and guidelines for this Event, judging criteria as well as guidance on generating ideas to develop their business plans. Information on the briefing session will be announced on the Event's webpage at <https://www.suss.edu.sg/bpc2020>.~~
- ~~3.2 At least one member from your Team must attend the briefing session. However, it is strongly encouraged that all Team members attend the briefing session.~~

In view of the outbreak of the novel coronavirus (2019-nCoV), the briefing session scheduled on 04 April 2020 has been cancelled. More information on the competition guidelines, judging criteria and other relevant updates will be announced on the Event webpage at <https://www.suss.edu.sg/bpc2020> instead.

4.0 Submission

- 4.1 Each Team must submit its business plan (“**Proposal**”) based on the requirements (“**Requirements**”) specified by the Organiser. The Requirements will also be posted online at the Event webpage at <https://www.suss.edu.sg/bpc2020>. Each Team may only submit one Proposal. The Proposal must be original and has not been submitted to another competition. A Proposal that does not fulfil the Requirements may be disqualified by the Organiser in its sole and absolute discretion.
- 4.2 The Organiser will provide you with an email address to submit your Proposal. The date/time stamp on your submission email will be used as the official submission date/time of your Proposal. For consideration in this Event, your Proposal must be submitted by your Team leader to the Organiser at the email address specified no later than the deadline stipulated on the Event webpage (“**Submission Deadline**”). Proof of submission is not proof of receipt. Your Proposal must include the full details of your Team (i.e., Team name, Team members’ full names and institutions). Your Proposal should be prepared using Microsoft Word (or other equivalent) and saved using your Team name in form of a pdf (e.g., TEAMNAME.pdf). You may expect to receive an acknowledgment of receipt from the Organiser within five working days of your submission email. It is your responsibility to follow up with the Organiser if you do not receive an acknowledgement. Proposals will not be returned.
- 4.3 The first round of judging will take place after the Submission Deadline. If your Proposal is shortlisted for entry into the final round, the Organiser will notify your Team leader via email. Finalists will be invited to the final round presentation (“**Finals**”). All finalists are encouraged to work on their Proposals up until the start of the Finals.
- 4.4 Finalists will pitch to the judges live during the Finals. The date, time and venue for the Finals and each Team’s presentation timings will be announced on the Event webpage. Winners of the Finals will be announced and the awards ceremony will take place after the presentation session.
- 4.5 You will comply with all instructions, directions and timelines that may be provided by the Organiser with respect to the administration and conduct of this Event, including on the format and manner of presenting or demonstrating your Proposal to the judges.

- 4.6 The Organiser reserves the right to change the days, time and location of any of the sessions for this Event due to technical or organisational needs by announcing such changes on the Event webpage.

5.0 Judging and Determination of Winners

- 5.1 Your Proposal will be judged by the panel of judges appointed by the Organiser.
- 5.2 All decisions by the judges are final and not subject to review, appeal or re-consideration.
- 5.3 The judges reserve the right not to award any prize if they, in their sole and absolute discretion, determine that there are no deserving ideas submitted.

6.0 Prizes

- 6.1 All prizes, including the prizes available and the eligibility criteria to receive prizes, are determined by the Organiser in its sole and absolute discretion. The Organiser reserves the right at any time to change the prizes available or eligibility criteria to receive prizes, including substituting any prize with other items.
- 6.2 The receipt of prizes is subject to availability (including relevant sponsors having provided the relevant prizes and/or funding as anticipated by the Organiser).
- 6.3 All taxes and other expenses, costs or fees associated with the acceptance and/or use of any prize are the sole responsibility of the winning teams. Prizes cannot be transferred or substituted by any winner, including the exchange of it for cash or other prizes.

7.0 Disqualification

- 7.1 Your Team may, at any time, withdraw from further participation in this Event by giving written notice to the Organiser and stating the reason(s) for your withdrawal.
- 7.2 You may be immediately disqualified from participating (or further participation) in this Event if the Organiser in its sole and absolute discretion determine that:
- (a) your Proposal (i) contains any element or content that is inappropriate, offensive, malicious or brings the Organiser into disrepute; (ii) violates the terms of use of any social media service, website, mobile application or any other platform used in connection with your Proposal; (iii) infringes the intellectual property rights of any third party; (iv) violates any applicable law; or (v) violates or does not comply with these Terms and Conditions; and/or
 - (b) you have engaged in any one of the following: (i) verbal abuse of another participant or Organiser's staff; (ii) inappropriate touching or harming of another participant or Organiser's staff; (iii) breach of these Terms and Conditions or any other agreement entered into in connection with this Event; (iv) compromising (or attempting to compromise) the spirit, integrity or legitimate operation of this Event including by cheating hacking, creating a malicious bot or other automated program or by committing fraud in any way; or (v) where continued participation may affect your health or personal well-being.
- 7.3 In exercising its rights of disqualification against you, the Organiser may, in its sole and absolute discretion, determine whether to disqualify your entire Team or any one or more members of your Team. If the Organiser only disqualifies certain member(s) of your Team, the remaining member(s), who are not disqualified, may elect to continue participating in this Event without the disqualified member(s), and without the right to replace any disqualified member(s).

8.0 Personal Data

- 8.1 Your personal data will be collected in the course of your participation in this Event, including during the registration process and the taking of your image in photographs or other recordings during this Event (“**Images**”). All personal data will be processed and retained by the Organiser in accordance with the *Personal Data Protection Act 2012* and the Organiser’s privacy policy (available at <http://www.suss.edu.sg/Privacy-Policy>).
- 8.2 You consent to the Organiser’s use and disclosure of your personal data for the purposes of (a) processing your registration; (b) administering and planning your participation in this Event; (c) maintaining of Event participants’ database; (d) processing your prize vouchers or cash prize payment if your Team is one of the winning teams for this Event; (e) responding to your queries about this Event; (f) obtaining your feedback on your Event experience; and (g) sending updates and news on future events organised by the Organiser which may be of interest to you. It may be necessary for the Organiser to disclose your personal data with its agents/service providers in relation to the stated purposes as well as third parties funding and/or jointly organising this Event.
- 8.3 You consent to the Organiser’s use of your personal data in connection with this Event, including the use of your name, publication of the Images on such media platforms that the Organiser may from time to time determine for the purposes of promoting or reporting on this Event without additional compensation, notification or permission, unless prohibited by law.
- 8.4 You agree that the Organiser has complete ownership of all Images, audiotapes and the like which may contain your likeness, image and/or voice, including the entire copyright, and the Organiser may use them for any purpose deemed as appropriate in connection with this Event. These uses include, but are not limited to, reproductions, advertisements, promotional videos, educational materials, and illustrations in any medium now known or later developed including the internet. You release the Organiser from any and all claims which arise out of or are in any way connected with such use.

9.0 Intellectual Property and Licensing

- 9.1 You will retain ownership of any intellectual property created by you for this Event.
- 9.2 In consideration of your participation in this Event, you grant to the Organiser (the “**Licensee**”), a non-exclusive, transferable, perpetual, irrevocable, worldwide, royalty-free right and licence to use, modify, reproduce, distribute and create derivative works (or have others exercise such right and licence on its behalf) of all intellectual property in your Proposals. For the avoidance of doubt, the ownership of all intellectual property comprised in any derivative created by or for a Licensee shall vest solely in the Licensee.
- 9.3 The Organiser reserves the right to publicly display the work created by you during and in connection with this Event.

10.0 Warranties

- 10.1 You represent, undertake and warrant that: (a) you have the requisite rights, licenses and consents to grant the licence in Clause 9 to the Licensee; (b) your Proposal will not be developed with software and tools, and will not incorporate any software and tools, that would prevent or restrict the Licensee from using, modifying, reproducing, distributing, creating derivative works from, or sub-licensing your Proposal, in the manner contemplated

in Clause 9 or where such use, modification, reproduction, distribution or creation would require a Licensee to seek the consent of a third party; and (c) your Proposal will not infringe the intellectual property right or other proprietary right (including confidential information or trade secrets) of any third party.

10.2 You and/or each of your Team members undertake not to present projects that have previously been submitted to other initiatives or projects that have been presented at previous editions of this Event.

11.0 Disclaimers

11.1 This Event and any services or materials provided by the Organiser in connection with this Event, are made available on an “as is” and “as available” basis.

11.2 The Organiser disclaims all representations, conditions and warranties of any kind, whether express, implied or otherwise, in relation to this Event and the services or materials provided in connection with this Event. The Organiser further disclaims all liability in respect of this Event, to the extent permissible by law. Notwithstanding any part of these terms, the Organiser reserves the right to discontinue, terminate or postpone this Event at any time, in its sole and absolute discretion, without prior notice to you, and without incurring any liability to you.

12.0 Limitation of Liability

12.1 In no event shall the Organiser be liable to you for any special, indirect, incidental, consequential damage of any nature whatsoever, including any loss of profits, loss of revenue, contracts, anticipated savings or business, pure economic loss, loss or corruption of data, loss of opportunity and/or expectation loss. To the extent that the Organiser may be liable to you, its aggregate liability to you, whether in contract, tort (including negligence) or otherwise for any and all losses, damage or liabilities caused or arising from any breach, failure or default in performing any of its obligations (whether arising under these terms or at law), and regardless of the number of claims, shall not exceed the aggregate sum of S\$100.

13.0 Indemnities

13.1 In the event of any breach of these Terms and Conditions by your, or any act or omission which results in a breach, you shall indemnify, keep indemnified and hold the Organiser harmless from and against all actions, proceedings, claims, demands, loss, damages, costs, legal costs and other expenses of any nature which may be made or brought against or suffered or incurred by the Organiser, whether directly or indirectly.

14.0 General Provisions

14.1 Clauses 8, 9, 11, 12 and 13 shall survive the conclusion of this Event or the termination of these Terms and Conditions. These Terms and Conditions form the entire agreement between the parties in relation to this Event and supersede any other representations or arrangements relating to this Event.

14.2 The invalidity, illegality or unenforceability of any part of these Terms and Conditions shall not affect the validity, legality and enforceability of other parts. A waiver of a party's rights shall be in writing and shall not prevent the party's further exercise of the same or any other right.

14.3 No third party shall have any right to enforce or enjoy the benefits of these Terms and Conditions under the Contracts (Rights of Third Parties) Act (Cap. 53B).

14.4 These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore. In the event of any dispute arising out of or relating to the Event or these Terms and Conditions, parties agree to submit to the exclusive jurisdiction of the Singapore Courts.