

SUSS ANALYTICS AND VISUALISATION CHALLENGE 2023 ("EVENT") PARTICIPATION TERMS AND CONDITIONS

The Event is organised by Singapore University of Social Sciences ("SUSS").

BY REGISTERING FOR THIS EVENT, PARTICIPATING OR ATTEMPTING TO PARTICIPATE IN THE EVENT AND/OR USING THE EVENT SITE ("Site"), YOU ("you") ARE AGREEING TO THESE TERMS AND CONDITIONS. THESE TERMS AND CONDITIONS ARE A LEGALLY BINDING AGREEMENT BETWEEN YOU AND SUSS WITH RESPECT TO THE EVENT.

SUSS shall have the right to modify these Terms and Conditions at any time, which modification shall be effective immediately upon posting. Accordingly, we suggest that you check this page periodically. To make your periodic review more convenient, we will post a date at the bottom of this document.

1. Eligibility

- 1.1 You must be a registered student of a school or polytechnic in Singapore.
- 1.2 If you are under 18 years old, you will need a signed consent from your parent/legal guardian for you to participate in the Event. The consent form is available on https://www.suss.edu.sg/docs/default-source/contentdoc/sbiz/avc2023-consentform.pdf
- 1.3 You must sign up as a part of a team comprising up to a maximum of 3 members ("Team"). Students from different schools or polytechnics may come together to form a Team. One of your Team members will assume the role of a leader. You are not allowed to be on more than one team for this Event. Your Team may seek out a mentor from your school or polytechnic or from one of the schools or polytechnics of any of the Team members to assist with participating in this Event.

2. Registration

- 2.1 You must register for this Event by completing the registration form available on https://suss.au1.qualtrics.com/jfe/form/SV_80Pcds1XQNaXM1w. You warrant that all information provided by you during the registration process are accurate and complete.
- 2.2 The registration by the Team leader will bind all team members to these Terms and Conditions. SUSS may also require each Team member to signify his/her agreement to these Terms and Conditions in a manner required by SUSS. 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.
- 2.3 Limited vacancies are available for this Event. First come first serve, subject to a complete registration form together with consent and waiver forms (if any). You may expect to receive the registration outcome from SUSS within three working days after the registration closing date. It is your responsibility to follow up with SUSS if you do not receive the registration outcome.
- 2.4 To participate in the Event, your team will attend a data visualisation training on 13 September 2023 at SUSS and complete the required data visualisation project within one week after the training. Your team will need to submit your project output (a dashboard) in required format before the specified deadline to participate the final competition on 20 September 2023. Details of the submission will be released at the end of the training day.
- 2.5 Your registration must be submitted with the consent and wavier forms (if any) no later than 11.59pm, 25 August 2023 ("Closing Date"). The date/time stamp on your submission will be used as the official submission date/time of your registration. Proof of submission is not proof of receipt.
- 2.6 SUSS may, at its sole and absolute discretion, extend the Closing Date. SUSS 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 SUSS.

3. Event Details and Instructions

- 3.1 The training starts at 9.30am and end at 4.30pm hrs on 13 September 2023 at SUSS.
- 3.2 The final competition starts at 1.30pm and end at 6.00pm on 20 September 2023 and is held virtually.
- 3.3 All dashboards and presentations on the final competition day will be judged according to the criteria in Clause 5.3. Prize winners will be announced and the awards ceremony will take place after the presentation session.
- 3.4 You will comply with all instructions, directions and timelines that may be provided by SUSS with respect to the administration and conduct of the Event, including on the format and manner of presenting or demonstrating your submission to the judges at the Finals.

3.4 SUSS reserves the right to change the date, time and location of the Events due to technical or organisational needs or reasons beyond the reasonable control of SUSS by announcing such changes on the Site.

4. Equipment and Costs

- 4.1 Your participation in the Event is at your own risk and expense. You are solely responsible for (a) procuring all hardware including laptop, software and other equipment; and (b) all costs and expenses associated with participation in the Event.
- 4.2 SUSS will only be responsible for providing electrical outlets (for electrical devices) and internet connectivity to participants of the Event, which are subject to availability and limitations imposed by third party service providers.

5. Judging and Determination of Winners

- 5.1 Your dashboard and presentation will be judged by the panel of judges appointed by SUSS.
- 5.2 The judges will, in their sole and absolute discretion, select the winning teams for prizes. All decisions by the judges are final and not subject to review, appeal or reconsideration.
- 5.3 Winners will be judged based on the following criteria:
 - (a) originality of idea;
 - (b) quality of the dashboard displayed;
 - (c) quality of the presentation;
 - (d) soundness of the idea presented.
- 5.4 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. Prizes

- 6.1 All prizes, including the prizes available and the eligibility criteria to receive prizes, are determined by SUSS in its sole and absolute discretion. SUSS 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 SUSS).
- 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.
- 6.4 If a prize is unclaimed by any winning team within one (1) month from the conclusion of the Event, SUSS may in its sole and absolute discretion, forfeit the prize entirely and/or select an alternate team as the winning team to receive the prize.

7. Disqualification

- 7.1 Your Team may, at any time, withdraw from further participation in the Event by giving written notice to SUSS and stating the reason(s) for your withdrawal.
- 7.2 You may be immediately disqualified from participating (or further participation) in the Event if SUSS in its sole and absolute discretion determine that:
 - (a) your dashboard (i) contains any element or content that is malicious, corrupt, inappropriate or offensive; (ii) violates the terms of use of any social media service, website, mobile application or any other platform used in connection with your dashboard; (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 SUSS' staff; (ii) inappropriate touching or harming of another participant or SUSS' staff; (iii) breach of these Terms and Conditions or any other agreement entered into in connection with the Event; (iv) compromising (or attempting to compromise) the spirit, integrity or legitimate operation of the 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, SUSS may, in its sole and absolute discretion, determine whether to disqualify your entire Team or any one or more members of your Team. If SUSS only disqualifies certain member(s) of your Team, the remaining member(s) not disqualified may elect to continue participating in the Event without the disqualified member(s), and without the right to replace any disqualified member(s).

8. Intellectual Property and Licensing

- 8.1 You will retain ownership of any intellectual property created by you for the Event, including in any dashboard.
- 8.2 In consideration of your participation in the Event, you grant to SUSS and its industry partner(s) for the Event (collectively, the "Licencees"), 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 dashboard (including copyright in any source or object codes), whether or not for the Licencees' business or operational purposes, and including the right to sub-licence such intellectual property or derivative works on an open source basis and further on such open source terms as the Licencees may determine. For the avoidance of doubt, the ownership of all intellectual property comprised in any derivative created by or for a Licencee shall vest solely in that Licencee.
- 8.3 SUSS reserves the right to publicly display the work created by you during and in connection with the Event.

9. Warranties

- 9.1 You represent, undertake and warrant that: (a) you have the requisite rights, licenses and consents to grant the licence in Clause 8.2 to the Licencees; (b) your dashboard will not be developed with software and tools, and will not incorporate any software and tools, that would prevent or restrict the Licencee from using, modifying, reproducing, distributing, creating derivative works from, or sub-licensing your dashboard, in the manner contemplated in Clause 8.2 or where such use, modification, reproduction, distribution or creation would require a Licencee to seek the consent of a third party; and (c) your dashboard will not infringe the intellectual property right or other proprietary right (including confidential information or trade secrets) of any third party.
- 9.2 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 the Event.

10. Disclaimers

- 10.1 The Event and any services or materials provided by SUSS in connection with the Event, are made available on an "as is" and "as available" basis.
- SUSS disclaims all representations, conditions and warranties of any kind, whether express, implied or otherwise, in relation to the Event and the services or materials provided in connection with the Event. SUSS further disclaims all liability in respect of the Event, to the extent permissible by law. Notwithstanding any part of these terms, SUSS reserve the right to discontinue, terminate or postpone the Event at any time, in its sole and absolute discretion, without prior notice to you, and without incurring any liability to you.

11. Limitation of Liability

11.1 In no event shall SUSS 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 SUSS 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.

12. Indemnities

12.1 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 SUSS 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 SUSS, whether directly or indirectly.

13. Personal Data

- 13.1 Your personal data will be collected in the course of your participation in the Event, including during the registration process and the taking of photographs or other recordings during the Event.
- 13.2 You consent to SUSS' use of your personal data in connection with the Event, including the use of your name, publication of your photographs or recordings on such media platforms that SUSS may from time to time determine for the purposes of promoting or reporting on the Event without additional compensation, notification or permission, unless prohibited by law.
- 13.3 You agree that SUSS has complete ownership of all pictures, video recordings, audiotapes and the like which may contain your likeness, image and/or voice, including the entire copyright, and SUSS may use them for any purpose deemed as appropriate in connection with the 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 SUSS from any and all claims which arise out of or are in any way connected with such use.

14. Third Parties

14.1 Your participation in the Event may require you to accept or enter into other agreements with third parties (e.g. content and/or service providers). These third parties are not SUSS' agents and SUSS is not responsible for their actions or omissions. These Terms and Conditions shall not in any manner affect your agreements with these third parties.

15. General Provisions

- 15.1 Clauses 8, 9.1, 10, 11, 12 and 13 shall survive the conclusion of the Event or the termination of these Terms and Conditions. These Terms and Conditions form the entire agreement between the parties in relation to the Event and supersede any other representations or arrangements relating to the Event.
- 15.2 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.
- 15.3 No third party shall have any right to enforce or enjoy the benefit of these Terms and Conditions under the Contracts (Rights of Third Parties) Act (Cap. 53B).
- 15.4 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.

Date updated: 20 Jul 2023