

TERMS AND CONDITIONS GOVERNING DIGITAL GAME JAM ("COMPETITION")

These Terms and Conditions govern the Competition. Participation in the Competition constitutes acceptance of these Terms and Conditions.

- The Competition will be held from 12 December 2014, 1800hrs to 14 December 2014, 1800hrs at DBS Asia Central Auditorium, Marina Bay Financial Centre Tower 3 Level 3, 12 Marina Boulevard, Singapore 018982 ("Competition Venue").
- 2. This Competition is open to all young adults between 18 to 26 years old. Interested parties must register at [link] to participate in the Competition ("Participants").
- 3. Participants under the age of 18 must obtain the consent of their parents or legal guardian before they participate in the Competition.
- 4. The following persons shall not be entitled to participate in the Competition:
 - a. DBS and POSB staff; and
 - b. Employees of agencies and vendors who worked on this Competition.
- 5. Notwithstanding anything herein, the organiser has the absolute discretion to determine the eligibility of a Participant to participate in the Competition or receive a prize.
- 6. Participants will form their own teams with a minimum of 2 and maximum of 5 members in each team.
- Participants are to bring their own equipment for use at the Competition, relevant equipment should include:
 a. Hardware
 - b. Relevant software any software being used on Competition Venue should be licensed appropriately, unless a free or trial version is in use.
- 8. Whilst on Competition Venue, safety of Participants' equipment will be their own responsibility; the organisers will not be responsible for any loss or damage incurred.
- 9. Participants should register with their photo ID on arrival to obtain a pass, which should be worn at all times during the Competition, to aid security requirements.
- 10. Participant must declare his/her existing medical condition(s), if any and emergency contact details at the point of registration.
- 11. Specific areas are being made available for the Competition, Participants are asked to respect restrictions advised at registration to aid security and participant safety. A breach of the advised restrictions, such as entering unauthorised areas could result in participant(s) being asked to leave the Competition Venue.
- 12. There will be photography and filming during the Competition and by participating in the Competition, each Participant grants the organizers the right to use such images and videos taken during the Competition for promotional or advertising purposes without requiring any compensation.
- 13. There is no limit to the number of game prototypes for each team but only 1 Competition entry ("Entry") will be accepted for the Competition.
- 14. Entries must be received no later than 1500hrs on 14 December 2014 for consideration, although the organisers reserve the right to accept Entries submitted after such date in our discretion on a case-by-case basis.
- 15. The game must be digital, such that the computer upholds the rules and tracks the game state, and must be produced by the Participant(s) without outsourcing any aspect of the design or production of the game to third parties.
- 16. To the extent that Entry requires the submission of user-generated content such as photos, videos, music, artwork etc., Participants warrant that their Entry is their original work, has not been copied from others, and does not violate the privacy, intellectual property rights or other rights of any other person or entity.
- 17. Participants will retain their intellectual property rights in the Entry they create. Notwithstanding the foregoing, the Participants agree that DBS shall have the right to choose any Entry or Entries submitted in this Competition to be uploaded on a public website without requiring further compensation, and Participants agree to grant DBS a non-exclusive, royalty-free license to upload their Entry onto a public website. The



Participants further acknowledge that given the nature of the Competition, any ideas or concepts relating to the Entry shared during the Competition will not be treated as confidential or proprietary to any Participant and may be used by others after the Competition.

- 18. Entries will be ineligible for the prize draw if:
 - a. the submission of Entry fails to comply with the procedure determined by DBS;
 - b. any of the terms and conditions of the Competition is breached or disregarded;
 - c. the Entry does not meet any of the criteria of the Competition;
 - d. are incomplete;
 - e. the Entry violates the intellectual property rights of any other person or entity;
 - f. there's any attempt to subvert the spirit of the rules of the Competition;
 - g. the Participant is found to be tampering with the entry process or the operation of the Competition or is seen to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; and
 - h. Where the Entry contains inappropriate, indecent, hateful, defamatory, slanderous, libellous, bigotry, obscene, racist, unethical, dangerous, violent, politically motivated, sexual inference or legally objectionable material, or material that may infringe upon any person's personal or property rights, or content that promotes hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- 19. All valid Entries will be reviewed by a panel of judges. The judging decision will be announced on 14 December 2014 1700hrs at the Competition itself. DBS reserves the right to select reserve winners to replace any winner that is subsequently disqualified.
- 20. Winners will be selected based on the criteria below and will be scored out of 10 for each category:
 - a. Adherence to theme
 - b. Originality of ideas
 - c. Execution of ideas
- 21. A maximum of one prize per eligible Entry is allowed.
- 22. Acceptance of the prize by the winners constitutes permission for DBS, its advertising and promotional agencies to use any of the winner's names and/or likeness for advertising and promotional purposes without additional compensation unless prohibited by law.
- 23. The following prizes will be presented to the winning teams :
 - a. 1st prize S\$1,000
 - b. 2nd prize S\$500
 - c. 3rd prize S\$300
- 24. Prizes are as stated and are not transferable. No cash alternatives available. We reserve the right to substitute the prizes with prizes of equal or greater value. All prizes will be presented during the Event. Unless otherwise stated, all prizes are subject to their manufacturer's warranty and/or terms and conditions.
- 25. DBS makes no warranty or representation as to the quality, merchantability or fitness for purpose of the merchants' goods and services. Any dispute about the same must be resolved directly with the merchant. Merchant terms and conditions apply.
- 26. General Terms & Conditions
 - a. The decision of the organiser on all matters relating to or in connection with this Competition shall be final and binding on the Participants. No correspondence or claims will be entertained.
 - b. The organiser shall not be liable in any way to any Participant or any other person for any loss or damage or expenses arising in connection with this Competition, howsoever arising, including without limitation, from any late or non notification, any technical, hardware or software breakdown, malfunction or defects, failed delayed or incorrect transactions, lost or unavailable network connections.
 - c. The organiser may, at any time at its sole discretion and without prior notice, vary, modify, delete or add to these terms and conditions (including the Competition Period, the conduct of the Competition and the number of winners and prizes) and may also suspend or terminate the Competition at any time without any notice or liability to any Participant.



- d. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the Competition, these terms and conditions shall prevail.
- e. The participants consent under the Personal Data Protection Act (Cap 26 of 2012) ("Act") to the collection, use and disclosure of the participants' personal data by/to the organizers, promoters or conductors of the Contest and such other third party for the purpose of administering the Contest and the participants confirm that they have read and agree to be bound by the terms of the DBS Privacy Policy, as may be amended, supplemented and/or substituted by DBS from time to time, a copy of which can be found on www.dbs.com/privacy. These terms and conditions shall be governed by and construed in accordance with the laws of Singapore, and the Participants irrevocably submit to the non-exclusive jurisdiction of the Singapore courts.
- f. A person who is not party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of these terms and conditions.