CHINGAY 2022 WE'VE GOT TALENT! 2022



Terms and Conditions

"We've Got Talent! 2022" (the "**Programme**") is organised by the People's Association (the "**Organiser**") in connection with Chingay 2022.

By registering for your participation the Programme and submitting entries, you (also referred to herein as the "**Participant**") hereby declare that you acknowledge and accept all the terms and conditions set out herein ("**Terms and Conditions**").

(A) **PROGRAMME DETAILS AND INFORMATION**

- 1. About the Programme
- a. We've Got Talent! 2022 is a Community Engagement Programme for Chingay 2022 where the community is encouraged to participate in co-creation by recording, producing and submitting original video entries via social media platforms, such as Facebook and Instagram.
- b. Through the community engagement programme, participants from different backgrounds get to share their talents to bring cheer and hope to each other.
- c. Submissions should not be more than one (01) minute long.
- d. Grab your family members, friends, colleagues or neighbours to create your 1-min talent video(s) together! Be creative and show how you can dance, sing, do stunts and more!
- e. **Chingay's Community Star 2022** is part of the We've Got Talent! 2022 programme. We are looking for talents from the community to be the next shining star! A Community Star 2022 will be selected from entries submitted under the We've Got Talent! 2022 Programme.

2. Submission and Voting Details

 a. Submission of video entries begins from 27 September 2021 and will end on 30
 November 2021, 2359HRS, Singapore Time, and stand a chance to be featured in Chingay 2022.

Instructions on submission	 a) Follow and tag us on Facebook @PAssion Chingay Club or Instagram @ChingaySingapore b) Post videos on your own Facebook or Instagram using public post or account and hashtag #ChingaySG2022 #WeGotTalent2022 Participant/s should retain original video recorded in either Full HD (1080p) or Ultra HD (4K) and to be submitted to the Organiser upon request as the Organiser may contact selected participants for the original videos to be featured in Chingay 2022 programmes.
Chingay's Community Star 2022	 Will be selected from all eligible entries* May be featured in Chingay 2022 Training programmes will be provided Cash prizes to be won *Selected participants will be required to attend an interview before further participation in Chingay 2022 is confirmed by the Organiser
CGTV	All videos which comply with these Terms and Conditions will be shown in "CGTV" on Chingay Website
Public Voting for Audience Favourite	Period: 15 December to 31 December 2021 (both dates inclusive) Platform: Chingay website, www.chingay.gov.sg
Prizes	 Only entries received on or before 30 November 2021, 2359HRS, Singapore Time, are eligible to participate in the following: <u>Audience Favourite videos</u> Public voting for all eligible videos Top 3 videos with highest votes will win attractive prizes <u>Lucky Draw</u> One (01) lucky video entry will be <u>selected randomly</u> from all eligible entries and win attractive prize Winners will be announced after 1 January 2022 and notified on prize collection details.

3. Eligibility Criteria

a. The Programme is open to all Singapore Citizens and Singapore Permanent Residents, and persons living in Singapore with a valid student or work visa, or long-term visit pass.

- b. Each Participant who is below 18 years old must ensure that his/her parent or legal guardian
 (i) consents to the Participant taking part in the Programme; and (ii) agrees to these Terms and Conditions before participating.
- c. All employees of the Organiser and their immediate family members, as well as appointed vendors of the Organiser who are involved in the Programme, may participate in the Programme. However, they will not be eligible to win or receive any prizes.
- d. All personal details submitted must be accurate and complete. Participants must present their identification documents for verification purposes upon request.
- e. Each entry must be an <u>original work</u>. By submitting the entry, you represent and warrant to the Organiser that the entry is an original work. If necessary, the Organiser may require you to provide further documents and/or information for verification. The Entry must not have been entered in any previous competitions or any other public display and must not have been recorded or performed in public, or previously published in any form or on any other platforms in Singapore or elsewhere.
- f. Each entry must indicate the month and year of the filming either in the video or caption in the social media's post. Any omission or inaccuracy of the details may result in the Organisers disqualifying the submission.
- g. Entries must not contain any inappropriate content of any kind, including but not limited to content that (i) is obscene, hateful, defamatory, violent or offensive; (ii) promotes discrimination against any group or individual; (iii) contains any religious, political, advocacy or commercial messaging; (iv) contains any viruses, worms, malware, Trojan horses or other harmful software of any kind; or (v) is otherwise deemed by the Organiser to be inappropriate. Entries which contain content deemed inappropriate in the sole discretion of the Organiser, will be disqualified.
- h. Entries may be submitted by a participant as an individual or on behalf of a group. A group entry shall be submitted by only one participant on the group's behalf and will be considered as a single entry from that participant. The Participant shall ensure that the entire group consents and agrees to these terms and conditions of participation.
- i. Participant(s) can submit multiple entries only if each entry contains a <u>different</u> original work.
- j. By making a submission to the Programme, Participants declare and represent to the Organiser that the entry is in compliance with all applicable and relevant laws and regulations (including those for intellectual property and personal data protection), and that all identifiable individuals in the photograph(s) have given their consent and/or permission for the submission as part of the Programme, and for its usage in the Programme.
- k. Participants are required to <u>AND MUST</u> comply fully with all prevailing national advisories, laws, regulations and Safe Management Measures (SMMs) applicable at all relevant or material points in time in the course of their participation. For ease of reference, Participants may refer to <u>NAC - Safe Management Measures for the Arts and Culture Sector</u> and <u>COVID-19 (Temporary Measures) (Control Order) Regulations 2020 - Singapore Statutes</u> <u>Online (agc.gov.sg)</u>.

I. The Organiser reserves the right to replace and/or substitute the above terms and conditions without prior notice.

4. Prizes and Prize Winners

- a. All prize winners will be contacted and given the necessary information on prize collection procedures. Prize winners must present their identification documents (e.g. Birth Certificate/NRIC/work pass (whichever is applicable)) as well as the winning post(s) through their social media account with username/profile name at the time collection, for verification purposes.
- b. If such notification cannot be delivered, or is not received by the Participant for any reason, or if a prize winner fails to respond to the Organiser's notification and/or collect his/her prize within 30 calendar days of such notification, no further notifications will be given and the prize shall be deemed as forfeited. In such event, the Participant irrevocably waives all rights to claim the prize, and the Organisers may select another winning Participant in replacement.
- c. Prizes are non-transferable and non-exchangeable and may be subject to such further terms and conditions. The Organiser reserves the right to substitute any prize with another of equivalent value without prior notice or liability.
- d. The Organiser's decision in relation to the Prizes and Prize Winners is final and shall not be open to challenge or appeal. In this regard, no correspondence from the Participants will be entertained or responded to.

(B) GENERAL TERMS AND CONDITIONS

5. Personal Data

- a. The Organiser may collect, use and/or disclose each Participant's personal information to their officers, employees, appointed service providers, affiliated organisations and event partners, as may be required for the administration of the Programme and all matters arising thereunder.
- b. Each Participant further agrees that the Organiser may use and disclose the Participant's personal data contained in his/her entry (including but not limited to his/her name, photograph or image, etc.) for the purposes of this Programme and for promotional, marketing and publicity purposes by the Organisers. Where an entry contains the personal data of individuals other than the Participant, the Participant confirms and warrants that he/she has obtained each individual's consent for such use and disclosure of that individual's personal data for the aforementioned purposes.

6. Responsibility for Participation

a. Participants shall be responsible for their use of any materials (including but not limited to works protected by copyright or other intellectual property rights) as part of their

submission. The Organiser shall not be responsible for any claims of infringement of intellectual property rights by third parties.

- b. Save for any gross negligence or wilful misconduct on the part of the Organiser, each Participant agrees to indemnify the Organiser against any losses, damages, costs, expenses, claims or liabilities which the Organiser may incur or suffer as a result of or in connection with the Participant's involvement in the Programme, including but not limited to any breach of clause 6(a) above.
- c. To the extent permitted by law, each Participant agrees not to hold the Organiser, its affiliated organisations and event partners, officers, employees and agents liable for any loss, injury or damage suffered by him/her as a result of his/her participation in the Programme.
- d. The Organiser shall not be responsible for entries which are inaccessible, lost, misdirected, damaged or undelivered for any reason.

7. Usage of Participants' Entries

- a. Ownership of all intellectual property rights over a Participant's entry ("IP") shall remain with the original IP right owner.
- b. Each Participant grants the Organiser an unrestricted, royalty-free, world-wide, perpetual, irrevocable, non-exclusive licence to use, apply, reproduce, display (such as at a public exhibition), broadcast, modify, summarise, adapt, sub-license and communicate his/her entry and IP for any purpose whatsoever and at any time, including (but not limited to) communicating the entry and IP to the public or to any entity or for any other form of publicity, without any payment or compensation to the Participant.
- c. Each Participant represents, warrants and undertakes that the entry does not infringe any IP rights or interests of any third party in the IP, and that the Participant has obtained all necessary consents for the use of any third party IP in the entry.
- d. The Organiser shall not be responsible for any claims of IP infringement by third parties as a result of the Participant's breach of these Terms and Conditions, and the Participant hereby agrees to indemnify the Organiser against all such claims, demands and/or allegations.
- e. By submitting the entry(ies), the Participant consents to the Organiser's publication of their names and social media platform identifiers (in the format of username, profile pictures) for publicity purposes.
- f. Any cost involved in the video submission is the Participant's responsibility.
- g. Selected Participants may be contacted by the Organiser to understand more about the entries and to explore being featured as part of the Chingay 2022 and/or the publicity for Chingay 2022.
- h. For the avoidance of any doubt, all rights, titles and interests on the Chingay Website (www.chingay.gov.sg) ("the Chingay Website") and its contents are owned by or licensed

to the Organiser. No part of the content or material available on the Chingay Website may be reproduced, republished, transmitted, uploaded, posted, or otherwise distributed or disseminated in any way without the prior written permission of the Organiser.

8. General Terms

- a. The Participants agree to comply with all reasonable instructions and requests made by the Organiser. If in doubt, Participants should seek clarification from the Organiser.
- b. The Organiser may in its sole discretion and without liability:
 - i. remove and/or disqualify any entry which does not comply with these Terms and Conditions; or
 - ii. disqualify any entry if the Participant has provided false or misleading information or breached any of these Terms and Conditions.
- c. Participants agree to check the Chingay Website from time to time for any updates or modifications to these Terms and Conditions and ensure that they familiarise themselves with these Terms and Conditions. Should any dispute arise in connection with the Programme, or with the interpretation and/or implementation of these Terms and Conditions, the Organiser's decision will be final and binding on the Participants.
- d. These Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore.