

## **CHALLENGE RULES**

### General provisions

The Smart City Challenge 2019 (the “Challenge”) is a Design Sprint for SUTD students organised by DBS Bank Ltd and GovTech.

The following Terms and Conditions (“Challenge Rules”) apply to all participants in The Smart City Challenge 2019 which is scheduled to take place between 30 January 2019 and 5 April 2019, subject to changes when necessary. Please read the Challenge Rules carefully as **these terms constitute a legally binding agreement between each member of your team and DBS. If you do not understand or agree with any of the terms, please do not proceed.**

If you are submitting on behalf of your team, you must have sought the prior consent of all your team members (“Participant(s)”) and their prior agreement to be bound by all the terms set out here.

### How to Register?

Refer to “How to Register” on this website: <https://www.dbs.com.sg/personal/smart-city-challenge>

### How do you win?

Refer to “Deliverables” and “Judging Criteria” on this website: <https://www.dbs.com.sg/personal/smart-city challenge>

### What kind of material is not allowed to be submitted?

If a team submits material which is deemed by the judges or DBS to be vulgar, offensive, or inappropriate for public viewing or publication on the internet, teams will be automatically disqualified and such material shall be removed immediately.

### Confidentiality & Intellectual Property Right Infringement:

Participants may receive access to certain confidential and proprietary information belonging to DBS, including material or information relating to current and future products and technologies. DBS retains ownership of such material or information and participants are permitted to use such information solely for the purpose of participating in the Challenge. Participants must take all reasonable efforts to maintain the confidentiality of such information and not disclose it to third parties.

By taking part in the Challenge participants warrant and represent that their submission is not in breach of any Intellectual Property Rights.

Participants agree not to submit any contribution that includes work owned by a third party without their prior written consent.

Participants agree to notify DBS if he/she become aware of any third party claim of infringement or any other circumstances which would breach any of the stipulations provided by these Challenge Rules.

Any unauthorised distribution or use of such confidential information, proprietary materials and intellectual property by you, by any of your team mates or through any third party is strictly prohibited and DBS reserves its rights to pursue legal action against you or any of your team mates.

#### *DBS to own Intellectual Property of any work related to the Challenge*

Participants agree that DBS and its affiliates, subsidiaries, may or will be engaged in development, preparation, acquisition, sale and/or other use of ideas, products or services which form part of or are similar and/or identical to any features, ideas, material and/or elements contained in a submission. Further, each participant grants DBS, its affiliates and subsidiaries an irrevocable, non-exclusive, worldwide, no-change, royalty-free and unrestricted licence to use, display, own and publicize any part of their submission or any work related to the Challenge. DBS reserves the right to publicize the Challenge contest winners. Each Participant agrees that DBS, its affiliates and subsidiaries may use the ideas contained in any work done in relation to the Challenge without entitling any participant to any compensation or other right or remedy.

Participants agree that they may be photographed and/or recorded by or on behalf of DBS in connection with their participation in the Challenge, and acknowledge that DBS shall own all rights in such photography and recorded video and sound ("Material"). Each participant agrees that the Material may, in whole or in part, be used, reproduced, displayed, performed and otherwise exploited by DBS through any forms or media without payment of any compensation to, or further approval or further consent.

#### *Disclosure of Personal Data*

Participants agree to disclosing necessary personal data to DBS, as determined by DBS, which may then share such data with any other third party for the purpose of conducting the Challenge.

#### *Termination & Disqualification*

DBS reserves the right in its sole discretion to disqualify any participant who violates these Terms and Conditions and/or acts in any way that would, in any way, discredit or harm the reputation of DBS. These Terms and Conditions shall be governed by and interpreted under the Singapore law. By registering for the Challenge participants affirm that they have read, understood and agree to be bound by the foregoing Terms and Conditions.

#### Indemnity & Declaration

Participants hereby agree to indemnify, defend and hold harmless us, our officers, directors, employees, agents, licensors, experts, invitees, speakers, suppliers, consultants, affiliates and/or any third party information providers from any and all losses, expenses, damages and costs, including attorney's fees, resulting from any violation of these Challenge Rules (including but not limited to wrongful conduct) throughout the Challenge. DBS, its directors, employees, agents, advisors and/or affiliates shall not in any way whatsoever be liable to any person or party for any loss, damage, injury, liability, action, cost or expense incurred, suffered or borne arising from or relating to this Challenge.