

# HACK FOR PUBLIC SAFETY 2024

## IMPORTANT NOTICE

These terms and conditions ("Terms") shall govern the **Hack for Public Safety 2024 ("Competition")**. The Competition is jointly organised by **Microsoft** and **Home Team Science and Technology Agency**.

Please read these Terms carefully before registering for this Competition, as they will form a legally binding agreement between the Organisers and you. If you or any member of your Team does not accept these Terms, you and/or your Team will be disqualified and will not be eligible to participate in this Competition. By registering for, and participating in, this Competition, it shall be deemed that you and any member of your Team has read, understood, and accepted these terms.

## 1 DEFINITIONS

1.1 In these Terms, unless the context otherwise requires:

- (a) "**Application**" has the meaning set out in clause 4.1.
- (b) "**Application Deadline**" has the meaning set out in clause 4.2.
- (c) "**Competition**" means the HacX! - Hack for Public Safety 2024 hackathon.
- (d) "**Competition Period**" has the meaning set out in clause 5.1.
- (e) "**Future Agreement**" has the meaning set out in clause 13.5.
- (f) "**HTX**" means Home Team Science and Technology Agency, a body corporate established under section 3 of the Home Team Science and Technology Agency Act 2019.
- (g) "**Information**" has the meaning set out in clause 13.2.
- (h) "**Intellectual Property Rights**" means intellectual property rights, including patents, registered and unregistered design rights, copyright, trademarks, service marks, domain names, get-ups, inventions, database rights, integrated circuit topography, geographical indications, all rights of whatever nature in computer programs, firmware, micro-code and other computer software and data, and all other rights and privileges of whatever nature wherever in the world arising similar to any of the foregoing, in each case: (i) whether registered or not; (ii) including any applications to protect or register such rights; (iii) including all renewals and extensions of such rights or applications; (iv) whether vested, contingent or future; and (v) wherever existing.
- (i) "**Microsoft**" means Microsoft Corporation, a Washington corporation, with its principal place of business at One Microsoft Way, Redmond, Washington 98052-6399. Microsoft Corporation and its subsidiaries operate as a single business segment that develops, licenses, and supports a wide range of software products and services for various computing devices.
- (j) "**Organisers**" means HTX and Microsoft, and "**Organiser**" means any one of them.
- (k) "**Participant**" means an individual registering to participate in the Competition as part of a Team.
- (l) "**Parties**" means the Organisers and the Participant, and "**Party**" means any one of them.
- (m) "**Prior IP**" has the meaning set out in clause 13.5.

- (n) "**Right of First Refusal**" has the meaning set out in clause 13.5.
- (o) "**Solution**" means [a solution developed during the Competition and submitted by a Team to solve a challenge statement provided by the Organisers].
- (p) "**Subsequent IP**" has the meaning set out in clause 13.5.
- (q) "**Team**" has the meaning set out in clause 2.2.
- (r) "**Team Leader**" has the meaning set out in clause 3.1.
- (s) "**Website**" means the official website of the Competition <https://hacx.sg>

1.2 In these Terms, unless the context otherwise requires:

- (a) words importing the singular shall include the plural and vice versa where the context requires;
- (b) the headings are inserted for convenience of reference only and shall not affect the interpretation of these Terms;
- (c) a reference to a clause is a reference to a clause in these Terms unless expressly stated otherwise;
- (d) a reference to a "person" includes any individual, company, body corporate, limited liability partnership, partnership, business trust, unincorporated association or government agency (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns;
- (e) a reference to a particular gender includes any other gender;
- (f) a reference to "written" and "in writing" includes any means of reproducing words in a legible and visible form;
- (g) unless a contrary intention appears, a reference to "including" shall not be construed restrictively but shall mean "including without prejudice to the generality of the foregoing" and "including but without limitation";
- (h) for the purposes of computing time, unless the contrary intention appears, a period of days from the happening of an event or the doing of any act or thing shall be deemed to be exclusive of the day on which the event happens or the act or thing is done; and
- (i) unless otherwise provided, a reference to legislation shall be deemed a reference to such Singapore legislation as amended or revised from time to time, and includes any subsidiary legislation made from time to time under such legislation.

## 2 ELIGIBILITY

2.1 The application to the Competition is open to Singaporeans and Permanent Residents of Singapore, who at the point of application:

- (a) is a full-time student from a Singapore Junior College (including Year 5/6 students from an integrated program secondary school), Institute of Technical Education, Polytechnic or University;
- (b) has attained a GCE A-Level certificate, International Baccalaureate diploma, NITEC, Polytechnic diploma, or University Degree / Doctorate within the last two (2) years; or
- (c) is a full-time National Serviceman (NSF).

A Participant must provide documentary proof of his status as student, graduate, or full-time national serviceman when he applies for the Competition.

- 2.2 The Competition is not open to individuals without a team. Each Participant must be part of a single team ("**Team**") to take part in the Competition. Each Team must have at least three (3) Participants and can go up to a maximum of five (5) Participants.
- 2.3 Current employees (including full-time/part-time/contract staffs, seconded officers and interns) of an Organiser, or an Organiser's agents, distributors, vendors, partners, or anyone else professionally connected with the Competition, are not eligible to participate in the Competition.

### 3 **TEAM LEADER**

- 3.1 Each Team shall nominate a leader ("**Team Leader**"). The Team Leader will be the Team's representative in the Competition and the main contact point with the Organisers concerning the Competition. All communication between an Organiser and the Team will be through the Team Leader, by email, telephone or post to the contact details provided at application. If the Team Leader is unable to perform his role as representative and main contact point, the Team Leader shall nominate another Participant member of the Team to stand in.

### 4 **REGISTRATION**

- 4.1 Participants shall register their interest to participate in the Competition as a Team. The Team Leader of each Team shall register his Team's interest to participate in the Competition by completing the application process on the Website (the "**Application**"). All team members must be registered when submitting the Application. No changes in team members are allowed after the Application has been submitted, except in unforeseen circumstances which will be reviewed by the Organisers on a case-by-case basis.
- 4.2 The Application must be received by the Organisers on or before 11 August 2024 at 2359 (Singapore Time) (the "**Application Deadline**"). Each Application must be accurate and complete. Incomplete, indecipherable, or late Applications will not be entertained.
- 4.3 The Organisers shall not be responsible (a) for any late, lost or misdirected submissions, including delays and/or failure of any electronic or telecommunication systems due to (without limitation) technical faults and/or network disruptions/congestions; or (b) for any technical or human error which may occur during the registration and/or administration of the Competition.
- 4.4 Submission of an Application does not guarantee a Team an opportunity to participate in the Competition. The Organisers may, in its sole and absolute discretion, to reject or refuse participation of any Participant and/or Team even after successful registration, without prior notice and for any reason.
- 4.5 After the Application Deadline, the Team Leader of every successfully registered and selected Team will receive a confirmation email to confirm the Team's participation in the Competition.
- 4.6 All correspondence and communication throughout the Competition, including submissions for Application, must be in the English language.
- 4.7 A Team may be required by the Organisers to provide further information to support its Application and, if so required, shall do so within the timeframe specified by the Organisers for the information to be furnished, failing which the Team may be disqualified from the Competition.

- 4.8 When a Team Leader submits an Application, each Participant in the Team represents and warrants that: (a) he meets all eligibility requirements of the Competition; (b) he complies and will comply with these Terms and all applicable laws and regulatory requirements; and (c) all information provided in the Application is true, accurate, current and complete.

## 5 COMPETITION MECHANICS

- 5.1 The Competition commences on 24 August 2024 and ends on 29 October 2024 (the "**Competition Period**").
- 5.2 The format of the Competition is as follows:
- (a) After the Application Deadline, the Organisers will select 50 Teams to participate in the Competition. The actual number may vary based on the Organisers' discretion.
  - (b) The Competition will commence with a launch event on 24 August 2024. All Participants must attend the launch event, but exceptions may be accepted at a case-by-case basis. During the launch event, the Organisers will provide the allocated challenge statements, which the selected Teams will solve over the course of the Competition.
  - (c) Each selected Team must complete and submit its Solution (a video pitch capped at 8 minutes and at least a mid-fidelity prototype or mock-up of the proposed solution) to the Organisers on or before 25 September 2024 at 2359 (Singapore Time). If a Team submits more than one submission before the deadline, the last submission received by the Organisers will be deemed to be the Solution.
  - (d) The semi-finals will be held on 15 October 2024. 20 selected Teams will be required to present their Solution to the judges during the semi-finals. The actual number may vary based on the Organisers' discretion.
  - (e) The Organisers will select the top 10 Teams to proceed to the finals.
  - (f) The finals will be held on 29 October 2024. The top 10 selected Teams will be required to present their Solution to the judges during the finals. Before the finals, the top 10 selected Teams may enhance their Solution based on feedback received during the semi-finals, provided that the Solution presented during the finals does not deviate greatly from what was presented during the semi-finals. Acceptable enhancements include any change that does not pivot from or change from the overall intended purpose of the Solution presented during the semi-finals.
  - (g) The Organisers will choose 3 winning Teams.
- 5.3 The code for the Solution must be created by the Team during the Competition Period. Teams are not allowed to start design or development of its Solution before the actual date and time of the Competition. Teams are not allowed to use any pre-coded material or existing projects as part of its Solution. Teams are allowed to use open-source resources that are publicly available but must provide proper attribution where applicable.
- 5.4 Teams are allowed to develop its Solution in any programming language or framework on any platform.
- 5.5 All Teams will receive mentorship and guidance from the Organisers physically or virtually to enable them to complete and submit their Solution within the due date.
- 5.6 Winners may be subjected to a code-review during or after the Competition if there are any disputes.
- 5.7 The decision of the judges and the Organisers are final and binding on all Teams and Participants and are not subject to review or appeal. No communication in this regard will be entertained.

- 5.8 Nothing in these Terms shall constitute an employment, joint venture or partnership relationship between a Participant or a Team and any Organiser.
- 5.9 The Solution must not contain any content that:
- (h) has any advertising or promotional message;
  - (i) violates or infringes any applicable laws or regulatory requirements;
  - (j) infringes or violates any copyright, trade mark or other intellectual property, personal or proprietary rights of any person, or violates any obligation of confidence or any other proprietary right;
  - (k) has any obscene, offensive, discriminatory, defamatory or otherwise actionable material; or
  - (l) contains a virus, spyware or other harmful component, or otherwise impairs, interrupts or damages the Website or any connected network, or interferes with a person's use or enjoyment of the same.
- 5.10 Teams that submit a Solution that has received any grant or subsidy from any programmes run by any private organisation or institution or any government agency or statutory board will be disqualified.
- 5.11 Participants and Teams are not allowed to raise funds from any external party at any time during the Competition Period. The Organisers may take any action as they deems necessary in relation to that Participant's and/or Team's continued participation in the Competition.
- 5.12 Any Participants who has undertaken any conduct that in the Organiser's sole discretion may or does adversely affect the reputation of the Organisers or other Participant, may be disqualified from the Competition. The Organisers may disqualify any Participant and/or Team in the event of non-compliance with these Terms. The Organisers may disqualify an otherwise eligible Participant or Team from winning a prize, or to substitute another Participant or Team as the winner if the Organisers, in its absolute discretion, believes that the said Participant or Team may have contravened or will contravene any of these Terms, or will bring the Organisers into disrepute. If the prize has already been awarded to such Participant or Team, the Participant or Team shall return the prize to the Organisers at the cost and expense of the Participant or Team.
- 5.13 If a Participant or Team receives unofficial or content-sensitive information relating to the content of its Solution from any person involved in the Competition (including without limitation employees, interns, apprentices or trainees of the Organisers and its affiliates), who have given it with the intent of allowing an unfair competitive advantage, the Participant or Team must immediately inform the Organisers as soon as they become aware of this. The Organisers may take such further steps as it deems necessary in the circumstances, which may include disqualifying the Participant or Team from the Competition.
- 5.14 An Organiser may, in its sole discretion, invite a top 10 Team to work with the Organiser and/or its affiliates to develop and productise the Solution. If the invited Team agrees to work with the Organiser, each Participant in the Team shall be required to enter into further agreements with the Organiser and/or its affiliates.

## 6 PRIZES & FUNDING

- 6.1 For information on prizes, please refer [here](#).
- 6.2 The Organisers expressly disclaims any warranties express or implied in connection with any prizes to the fullest extent permitted by applicable laws.

- 6.3 The prizes may be subject to additional terms and conditions by the Organisers, and Participants agree to comply with all terms and conditions applicable to the prizes. The Organisers may to replace any prize with an alternative prize.
- 6.4 If the acceptance or use of a prize incurs any cost or expense, including tax liability, such cost or expense is the sole responsibility of the winning Participant or Team.

## 7 MEDIA USAGE

- 7.1 Each Participant acknowledges and agrees to participate and cooperate in all media and promotional activities relating to the Competition, including being interviewed, photographed, filmed and screen-captured at any time during the Competition. Each Participant agrees and consents that any images, videos or screen-captures taken during the Competition may be used by an Organiser to promote the Competition or any future events, in press releases, printed publicity and across all digital marketing platforms. Each Participant grants each Organiser a royalty-free, world-wide, perpetual, irrevocable and non-exclusive license to use, reproduce, display and/or create derivative works of such images, videos or screen-captures in all media worldwide, including online social media and networking websites, without compensation and without the Participant's prior inspection or approval. Each Participant further agrees to execute additional specific consents to such use if asked to do so.

## 8 LIABILITIES AND EXCLUSIONS

- 8.1 Each Participant acknowledges and agrees that his participation in the Competition is at his own risk. Upon registration for the Competition, to the maximum extent permitted by law, each Participant agrees to fully indemnify and hold harmless each Organiser and each Organiser's affiliates and its officers, employees, contractors and agents (each, an "**Indemnitee**") at all times against any losses, damages, costs, expenses, claims and liabilities of any kind arising from, in connection with, or by reason of: (i) the Participant's participation in the Competition; (ii) the Solution, or any other solution created or submitted by the Participant pursuant to the Competition; (iii) activities at the development stage; (iv) the Participant's access, connection or use of the Website; or (v) or the Participant's breach of these Terms, any applicable laws, or rights of any third parties (including without limitation, confidentiality and intellectual property rights). The Indemnitee may assume the exclusive defense and control of any matter for which the Participant had agreed to indemnify the Indemnitee, and the Participant agrees to assist and cooperate with the Indemnitee in the defense or settlement of any such matters.
- 8.2 Each Participant shall take all appropriate safety measures (including, where necessary, obtaining appropriate insurance coverage) when designing and developing the Solution during the Competition Period.
- 8.3 The Competition and any services or material provided by an Organiser in connection with this Competition (including the Website and any software made available on the Website) are provided on an "as is, as available" basis. The Organisers disclaim all representations, conditions and warranties of any kind, whether express or implied in relation to the Competition and the services or materials provided in connection with this Competition, including that: (a) the Website or any aspect of the Competition will meet any Participant's requirement or will always be accessible; (b) the Website or any aspect of the Competition will be uninterrupted, timely, secure, error-free or free from computer virus or other invasive or damaging code; (c) the results or any information that may be obtained from the use of the Website or participation in the Competition will be accurate or reliable; (d) the quality of any services, information, or other material obtained by any Participant from the Organisers will meet the Participant's expectations; and (e) any errors made by the Organiser, including in relation to the Website or Competition, will be corrected. Any content downloaded, uploaded, or otherwise obtained through the use of the Website is done at the Participant's own

discretion and risk. It is solely the Participant's responsibility to evaluate the accuracy, completeness and usefulness of all opinions, advice, services, and other information provided by the Organisers or available on the Internet generally.

- 8.4 The Organisers does not assume any legal liability or responsibility for: (i) the accuracy, completeness, or usefulness of any information, apparatus, product or process disclosed on the Website or content accessible from the Website; (ii) any technical issues, system or software failures experienced by a Participant or Team in submitting submissions or accessing the Website; (iii) user errors, or negligent use of the Website; or (iv) late, lost, delayed, damaged, misdirected, incomplete or unintelligible submissions.
- 8.5 To the extent permitted by law, the Organisers and its affiliates shall not, in any circumstances, be responsible or liable to any Participant or third party, or accept any liability for any losses, damages, costs and expenses whatsoever, whether in contract, tort (including negligence or breach of statutory duty), arising from or in connection with a Participant's participation in this Competition, use of the Website, and receipt of the prize, except where personal injury or death is caused by the negligence of the Organisers or its affiliates.

## 9 CONFIDENTIALITY AND INFORMATION SUBMITTED

- 9.1 Subject to clause 10, each Organiser will be free to use, reproduce and distribute the information disclosed in the Application.
- 9.2 No Participant shall have recourse against any Organiser for any alleged or actual infringement, or misappropriation, of any proprietary right in any information provided to the Organiser.
- 9.3 Each Participant may be required to sign a separate non-disclosure agreement with the Organiser at any stage of the Competition, failing which, the Participant or his Team may be disqualified.

## 10 PERSONAL DATA

- 10.1 Each Participant acknowledges that he has read and understood the Competition Privacy Statement at <https://hacx.sg/privacy> and agrees to the processing of his personal data in accordance with the Privacy Statement. Microsoft will comply with the Personal Data Protection Act 2012.
- 10.2 The Organisers may share, disseminate or distribute any of a Participant's personal data without consent if required to do so under any applicable law, court ruling or administrative body of competent jurisdiction.

## 11 CANCELLATION & POSTPONEMENT

- 11.1 The Organisers may postpone, suspend or cancel the Competition for any reason and at any time, without incurring any liability, without giving prior notice to the Participants.
- 11.2 Any postponement, suspension or cancellation of the Competition will be announced on the Website, and will take effect from the date that the announcement is posted on the Website. A Participant's continued participation in the Competition will be deemed as his unconditional acceptance of such postponement, suspension or cancellation of the Competition.

- 11.3 Participants are not entitled to any claim or compensation against the Organisers for any loss or damage suffered or incurred, whether directly or indirectly, as a result of any postponement, suspension or cancellation of the Competition.

## 12 AMENDMENTS

- 12.1 The Organisers may amend these Terms for any reason and at any time without giving prior notice to Participants, by publishing the amended terms on the Website. The amended Terms shall take effect and bind the Participants upon publication on the Website. An amendment made in accordance with this clause shall not require consideration for the variation to be binding and enforceable.
- 12.2 Participants agree to periodically access the Website to check these Terms for any changes. If a Participant does not agree with any of the changes to these Terms, it is the Participant's sole responsibility to stop participating in the Competition. A Participant's continued participation in the Competition will be deemed as his unconditional acceptance of the amended Terms.

## 13 INTELLECTUAL PROPERTY

- 13.1 By submitting an Application, each Participant affirms that the Application and Solution is his Team's or his own original work and that the Participant or the Team has the necessary rights to submit the Application and Solution. Each Participant further warrants that the Application and Solution do not violate any law or regulation or any rights of any third party. The Organisers may disqualify any Participant or Team if they believe (in their sole and absolute discretion) that the Application or Solution, or any part thereof, infringes upon or violates the rights of any third party. Each Participant shall indemnify and hold harmless the Organisers, and its officers and employees, against all losses, damages, expenses and costs (whether or not from third party claims) arising from or in connection with a breach of this clause 13.1.
- 13.2 Each Participant warrants that: (i) he owns or has the right and licence to use all intellectual property belonging to a third party that is contained in the Application or any information provided by the Participant in the course of the Competition (including the Solution) (collectively "**Information**"); (ii) no rights have been granted to any third party in respect of such Information which would prevent it from being used lawfully for the purposes contemplated by this Competition and the Terms; and (iii) the receipt, processing, storage, disclosure and/or use by the Organisers of the Information will not breach any laws or infringe the rights of any person (including without limitation rights in relation to confidentiality, privacy and intellectual property). Each Participant must obtain prior consent from the owner(s) of any property that is submitted for or in the course of the Competition.
- 13.3 All rights or title to, or interest in all Intellectual Property Rights created by a Participant prior to or independent of the Participant's participation in the Competition shall vest in the Participant. Subject to clause 13.5, all rights or title to, or interest in all Intellectual Property Rights created by a Participant in respect of a Solution shall vest in the Participant, subject to the Participant granting the Organisers and their affiliates the licence and right to use, reproduce, modify, adapt, publish and display the Solution in accordance with these Terms.
- 13.4 Each Participant grants each Organiser and its designated affiliates a non-exclusive, perpetual, royalty-free, worldwide, irrevocable licence and right to use, reproduce, modify, adapt, publish and display his Solution and all intellectual property provided by the Participant at any stage of the Competition, for the purposes of conducting and administering the Competition and for promotional, marketing or publicity purposes, in any media, without any restriction or compensation.



- 13.5 Notwithstanding anything to the contrary in these Terms, the following provision shall apply to all Participants:
- (a) If a Participant intends to commercialise any product(s) and/or solution(s) generated by the Participant or his Team in respect of its Solution, before the Participant may offer to collaborate with any third party on commercialising such product(s) and/or solution(s), the Participant shall grant the Organisers the right of first refusal to collaborate with the Participant on the commercialisation of such product(s) and/or solution(s), including but not limited to the development of any such product(s) and/or solution(s) for sale, distribution, proof of concepts and/or trial(s) for third parties ("**Right of First Refusal**").
  - (b) If an Organiser elects to collaborate with the Participant pursuant to its Right of First Refusal, the Organiser and the Participant shall commence good faith negotiations to enter into a separate written agreement for the collaboration on commercial development of the aforesaid product(s) and/or solution(s), which agreement shall incorporate the following material terms ("**Future Agreement**"):
    - i. all Intellectual Property Rights in product(s) and/or solution(s) generated by the Participant prior to or independent of the Future Agreement shall remain vested in the Participant ("**Prior IP**");
    - ii. all rights, title to or interest in intellectual property which results from or is generated pursuant to or in connection with the Future Agreement between the Participant and the Organiser ("**Subsequent IP**"), shall be owned by the Organiser exclusively unless otherwise agreed by the parties in writing; and
    - iii. the Participant shall grant to the Organiser with regard to all Prior IP that is relevant to the aforesaid agreement between the Participant and the Organiser, the necessary licenses or rights for intended use pursuant to the Future Agreement.
  - (c) If the Organiser gives notice to the Participant of its intention not to collaborate with the Participant, the Participant shall be free to enter into an agreement with any third party on terms (considered as whole) no more favourable to such third party than those offered to the Organiser.
  - (d) Nothing herein shall be construed as an offer, acceptance or promise from any Organiser to enter into any agreement for collaboration on commercial development of any product(s) and/or solution(s). No obligation will arise on the part of any Organiser to proceed with any proposed collaboration unless and until a Future Agreement in respect thereof is agreed and signed by the Organiser and the Participant.
  - (e) The agreements and arrangements referred to in this provision are between the Participant and the Organiser.
- 13.6 With regard to ideas or suggestions submitted by a Participant or Team in an Application or a Solution, each Participant acknowledges that the Organisers, their affiliates, and/or a third party acting on an Organiser's behalf may have previously worked on or may be working on the same or a similar idea, or may utilise the same or a similar idea in the course of its work. Each Participant agrees that the Organisers, their affiliates, and/or said third party may continue to develop the idea (or a similar idea) independently of, and without acknowledging, the Participant's idea. The Organisers will retain ownership of all intellectual property rights it creates prior to or independently of an Application, a Solution or the Competition.

## 14 LINKS TO & FROM OTHER WEBSITES

- 14.1 The Website may contain (a) links and references to third-party websites which are not maintained or controlled by the Organisers or (b) content posted on or via the Website by third parties. The Organisers have no control over, and assume no responsibility for, the content, privacy policies, or practices of any third-party websites or third parties. Each Participant acknowledges and agrees that when he accesses any third-party websites linked to the Website, he does so at his own risk. Each Participant further acknowledges and agrees that the Organisers shall not be liable,

directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with the use of or reliance on any content, goods or services available on or through any such websites.

## 15 GENERAL

- 15.1 The Organisers' decisions regarding any aspect of the Competition is final and binding, and is not subject to review or appeal.
- 15.2 These Terms contain the entire and whole agreement between the Parties in relation to the Competition, and supersede all prior written or oral commitments, representations, arrangements, understandings or agreements relating to the Competition.
- 15.3 If any part of these Terms is held to be unlawful, void, or for any reason unenforceable, then such part of the Terms (a) shall, to the extent it is unlawful, void or unenforceable, be deemed severable from these Terms, and (b) shall not affect the legality, validity and enforceability of any remaining provisions.
- 15.4 An Organiser's failure to insist upon or enforce strict performance of any provision of these Terms shall not be construed as a waiver of any provision or right.
- 15.5 Subject to clause 15.6, a person who is not a party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any provision in these Terms.
- 15.6 These Terms are for the benefit of the Organisers, their affiliates, and their employees. Each of these persons shall have the right to assert and enforce those provisions directly against each Participant on its own behalf.
- 15.7 If there is an alleged or actual ambiguity, discrepancy or inconsistency between disclosures or other statements contained in any Competition-related materials and/or these Terms (including any alleged discrepancy or inconsistency in these Terms), it will be resolved in the Organiser's sole discretion. Participants waive any right to claim ambiguity in the Competition or these Terms.

## 16 GOVERNING LAW & DISPUTE RESOLUTION

- 16.1 These Terms shall be governed by and construed in accordance with the laws of the Republic of Singapore.
- 16.2 Subject to clause 16.3, any dispute arising out of or in connection with the Competition or these Terms shall be referred to and finally resolved in the courts of the Republic of Singapore. The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 16.3 The Organisers may, at their sole discretion, refer any dispute referred to in clause 16.2 above to arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in Singapore in accordance with the arbitration rules of the SIAC ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference into this clause. Further:
- (a) The seat of the arbitration shall be Singapore.
  - (b) The tribunal shall consist of one (1) arbitrator.
  - (c) The language of the arbitration shall be English.

(d) All information, pleadings, documents, evidence, and all matters relating to arbitration shall be confidential.

16.4 Where an Organiser is the defendant or respondent, it shall be given at least thirty (30) days before the commencement of any legal action against it to elect to exercise the right in clause 16.3 to have the dispute submitted to arbitration. This right to elect shall not prejudice the Organiser's right to a limitation defence and the period to exercise the right shall not be abridged by reason of any accrual of a limitation defence in favour of the Organiser during the said period.

## 17 **CONTACT US**

17.1 For any further enquiries, please reach out to us at [HacX@htx.gov.sg](mailto:HacX@htx.gov.sg)

**These Terms are dated 5 June 2024.**