



TERMS AND CONDITIONS FOR THE "SONGS OF THE GAMES" CONTEST

1. Introduction

- 1.1. These terms and conditions ("**Terms and Conditions**") apply to each person/ group entering the "Songs of the Games" Contest (the "**Contest**", and each such person, "you" or a "**Contestant**") and shall be binding when you make any submission to Sport Singapore.
- 1.2. By making a submission to the Contest ("**Submission**"), you hereby agree to these Terms and Conditions.
- 1.3. If you do not agree to be bound by these Terms and Conditions, your only recourse is to not enter the Contest.

2. Eligibility

- 2.1. The Contest is open to Citizens and Permanent Residents of the following countries:
 - 2.1.1. Brunei;
 - 2.1.2. Cambodia;
 - 2.1.3. Indonesia;
 - 2.1.4. Laos;
 - 2.1.5. Malaysia;
 - 2.1.6. Myanmar;
 - 2.1.7. Philippines;
 - 2.1.8. Singapore;
 - 2.1.9. Thailand;
 - 2.1.10. Timor Leste; and
 - 2.1.11. Vietnam
- 2.2. Contestants below 18 years of age must have their parent or guardian submit their entry on their behalf. Any Contestant under 18 years of age that has not obtained their parental consent, or whose parent has objected to the Contestant's participation in the Contest shall be disqualified and / or will not be entitled to any Prizes.
- 2.3. The contest has no categories. Participants can submit their entries either as a solo performer or as a group.
- 2.4. Each Contestant submit a maximum of only 2 entries.
- 2.5. The following persons are not eligible to participate in the Contest:
 - 2.5.1. The Music Director of the 28th SEA Games ("**Music Director**");
 - 2.5.2. Artistes and song writers involved in the creation and/or recording of the 13 Songs of the 28th Southeast Asian Games ("**SEA Games Songs**"); and
 - 2.5.3. Officers and employees of Sport Singapore.
- 2.6. Sport Singapore reserves the right not to accept any Submissions without assigning any reason whatsoever.
- 2.7. Sport Singapore reserves the right to disqualify you and replace you with an alternate eligible Contestant selected from among the remaining eligible Contestants should your Submission violate these Terms and Conditions in any manner whatsoever.



- 2.8. By making a Submission, you warrant and represent that you meet all eligibility requirements, including but not limited to the fact that you do not have any of the following agreements in effect (whether written or oral):
- 2.8.1. any legal restrictions or encumbrances limiting the use of your name, voice and/or likeness;
 - 2.8.2. any contractual arrangement that would prohibit you from fully participating in any recording sessions or performances; or
 - 2.8.3. any other contractual arrangement that would require the payment of fees to any third party for the use of your voice, appearance or services, or any audio or visual recordings or representations thereof in any media.
- 2.9. All Contestants are subject to checks by Sport Singapore to confirm eligibility and suitability for participation in the Contest in the absolute discretion of Sport Singapore and its designees. Upon request, the Contestant may at any time be required to provide a copy of his/her identification card for verification. Failure to comply when requested may result in disqualification.

3. **How to enter**

- 3.1. Each Contestant shall enter the Contest in the following manner:-
- 3.1.1. The Contestant should visit the webpage <http://www.songsofthegames.com> in order to choose a SEA Games Song for the purposes of the Contest.
 - 3.1.2. The Contestant should record a video of their rendition of the songs, without modification to the melody and lyrics of the SEA Games Song, and upload the same to <http://www.youtube.com> ("Youtube").
 - 3.1.3. Each uploaded song must contain the hash tag #songsofthegames.
 - 3.1.4. The Contestant shall submit the URL of their video rendition of the SEA Games Song, together with their name and contact details.
- 3.2. By participating in this Contest, the Contestant agrees not to make any modifications of the lyrics and melody of each of the SEA Games Songs.
- 3.3. Sport Singapore shall not be liable for any infringement of intellectual property rights by the Contestant if the Contestant makes any modification of the lyrics and/or melody of any SEA Games Song.
- 3.4. Where the Submission is to be made by a Group, one member Group shall make the Submission on behalf of the Group.
- 3.5. A Submission is made when you send an email to songsofthegames@sport.gov.sg with the following details:
- 3.5.1. Name of Contestant(s),
 - 3.5.2. Valid URL of the Video which has been uploaded to Youtube,
 - 3.5.3. By submitting their entry, a participant is deemed to have read and agreed to the Terms and Conditions of the Songs of the Games Contest, and
 - 3.5.4. Email or preferred mode of communication.
- 3.6. Submissions which do not contain all of the aforesaid details shall be subject to disqualification.
- 3.7. The period for making Submissions commences on 3 March 2015 and ends on 3 May 2015 at 2359 hours ("**Submission Period**").



- 3.8. The Videos and Submissions must not contain any profanity, or extreme depictions of violence, or be lewd, discriminatory, or threatening in any way.
- 3.9. Submissions may not reveal personal information about another person or persons, nor may they defame or misrepresent another person, persons or entity.
- 3.10. By making a Submission, you agree to allow Sport Singapore to share your Video on any social media platform.
- 3.11. By making a Submission, you agree that Sport Singapore and its designees have permission to use your name, likeness, and voice for future advertising and publicity purposes without additional compensation.
- 3.12. All Submissions must be solely the work of the Contestant and shall not incorporate any material of which the Contestant is not the author or creator.
- 3.13. Sport Singapore reserves the right to disqualify you if your Submission violates any of the Terms and Conditions herein.
- 3.14. Sport Singapore makes no representations in relation to the terms and conditions of Youtube and the Contestant shall be subject to those terms and conditions on their part.

4. **Judging**

- 4.1. After the Submission Period, Sport Singapore will review the Submissions received for eligibility and compliance with the Terms and Conditions.
- 4.2. The top 3 Submissions ("**Prize Winners**") will be chosen by a select panel of judges comprised of the Music Director and any other person(s) to be determined in the sole discretion of Sport Singapore ("**Panel**").
- 4.3. The Prize Winners will be decided based on originality, musicality and creativity based on the selected song without modifying its melody and lyrics. Decision made by the panel of judges will be final.
- 4.4. The Best Submission will be awarded the Gold Prize ("**Gold Prize**"). The Second Best Submission will receive the Silver Prize ("**Silver Prize**") and the Third Best Submission will receive the Bronze Prize ("**Bronze Prize**") (collectively, "**Prizes**").
- 4.5. The Prize Winners will be announced at the end of May. Announcements will be made on the Official SEA Games Facebook Page, the Website and/or any other media or social media platform determined by Sport Singapore.
- 4.6. The Prize Winners will also be notified via the email address they have provided in their Submission.
- 4.7. The Prize Winners shall, as a condition of being awarded the prizes, assign all rights to their performance in the Video to Sport Singapore, in perpetuity, for all uses, for no additional consideration, including without limitation for use in connection with the 28th SEA Games and derivative events thereof, and all advertising therefor, in all media, whether now known or hereafter devised, worldwide.
- 4.8. The Prize Winners shall sign and return a personal release form within 7 days of notification date. The personal release form will state that the Prize Winner is the performer on the winning Submission and that he/she/they hold all rights in their performance and that the Contest Winners shall assign all rights in their performance to Sport Singapore, in perpetuity, for all uses, for no additional consideration, including without limitation for use in



connection with the 28th SEA Games and derivative events thereof, and all advertising thereof, in all media, whether now known or hereafter devised, worldwide. Failure to sign and return such personal release form within 7 days or provision of false/inaccurate information therein will result in immediate disqualification and an alternate winner will be selected in the absolute discretion of the Panel.

5. Prizes

- 5.1. The Gold Prize winner will receive a cash prize of S\$2,800.
- 5.2. The Silver Prize winner will receive a cash prize of S\$800.
- 5.3. The Bronze Prize winner will receive a cash prize of S\$500.
- 5.4. Sport Singapore reserves the right to substitute the value of the Prizes without prior notice. Any cash prizes shall be paid in Singapore dollars. Winners of prizes not resident in Singapore shall receive cash prizes either through a cheque or a bank draft. The winners shall bear any applicable bank charges.
- 5.5. The Contest Winners may be given the opportunity to perform at Community Events for the 28th SEA Games. All Contestants acknowledge and agree that although Sport Singapore intends that the Contest Winners perform at such Community Events, there can be no absolute assurance of such performance taking place. For avoidance of doubt, these Contestants shall not be paid for such performances.

6. Payment of Prize

- 6.1. No prize presentation will take place in person.
- 6.2. If the Prize Winner is from Brunei, Cambodia, Indonesia, Laos, Malaysia, Myanmar, Philippines, Thailand, Timor Leste or Vietnam, he/she/they must provide Sport Singapore with a valid bank account number. The Prize would be paid via telegraphic transfer to the bank account number provided. All bank charges and applicable taxes (including withholding taxes) shall be borne by the Prize Winner.

7. Decisions of Sport Singapore

- 7.1. All decisions of Sport Singapore are final, conclusive and binding on the Contestant, his/her heirs and successors-in-title.

8. Rights in Submissions

- 8.1. By submitting a Submission for this Contest, you hereby grant Sport Singapore and its designees the non-exclusive worldwide licence to use, copy, transmit, distribute, publicly perform, communicate to the public, publish, delete or display any such Submission or any portion thereof in any media, on a royalty-free basis, for any and all purposes including, but not limited to, display, public performance, posting for streaming and/or download, making of derivative works, reproduction, distribution, and all other means of exploitation of the Submissions.
- 8.2. Each Contestant authorizes Sport Singapore and any entities affiliated or in privity with Sport Singapore, to utilize on a non-exclusive basis, for eternity, and in any manner that Sport Singapore sees fit, the Submission submitted to Sport Singapore, and to make derivative works from such materials for promotional purposes of Sport Singapore and the Contest.



- 8.3. Each Contestant agrees that the Submission and proceeds of any such use shall become the property of Sport Singapore and/or Sport Singapore's licensees, and shall be freely assignable by Sport Singapore, and that Sport Singapore and its assignees and licensees shall have no obligations whatsoever to the Contestant.
- 8.4. Each Contestant releases Sport Singapore and its assignees and licensee from any and all claims of liability (now known or hereafter arising), including but not limited to any claims for indemnity, in connection therewith.
- 8.5. Each Contestant agrees and acknowledges that participation in the Contest shall not give rise to any confidential, fiduciary, implied-in-fact, implied-in-law, or other special relationship between Sport Singapore and the Contestant, and that the only contract, express or implied, between Sport Singapore and the Contestant is as set forth in these Terms and Conditions.

9. **Disclaimer of Liability**

- 9.1. Sport Singapore will not be responsible for any Contestant entering the Contest unlawfully or otherwise in breach of applicable local laws. Contestants are advised to check or seek advice on your applicable local law before entering the Competition.
- 9.2. Sport Singapore shall have the right and sole discretion to edit, to refuse to post or cease to post or use any Submission whatsoever which it finds to be in violation of the provisions hereof, or which it finds in its sole discretion to be otherwise objectionable for any reason.
- 9.3. Sport Singapore reserves the right to replace the Contest Winners' Submission with the Submission of an alternate eligible Contestant if the Contest Winners' Submission and/or the Contestant is withdrawn from or removed from the Contest.
- 9.4. Sport Singapore also reserves the right, in its sole discretion, to close the entry period at any time and/or to cancel, terminate, modify, or suspend the Contest for any reason whatsoever. In the event that there is an error, problem or cause which impacts the operation, administration or security of the Contest or Sport Singapore and, in such situation, to select the Contest Winners from the eligible Submissions received prior to the action taken or in such manner as may be deemed fair and appropriate by Sport Singapore in its sole and absolute discretion.
- 9.5. Sport Singapore is not responsible for any materials provided by Contestants which are deemed harmful or offensive to otherwise. All statements and opinions made by Contestants are those of such Contestants only, and Sport Singapore neither endorses nor shall be held responsible for the reliability or accuracy of same.
- 9.6. Each Contestant acknowledges that although the Contest may be promoted through Facebook, the Contest is in no way sponsored, endorsed or administered by, or associated with Facebook Inc. As a condition of entry, each Contestant completely, fully and unconditionally releases Facebook from any and all claim or liability in connection with the Contest.

10. **Warranty**

- 10.1. By making a Submission, each Contestant shall be deemed to represent and warrant that the Submission does not violate any copyright, trade mark, service mark, or other intellectual property right and shall indemnify, defend and hold harmless Sport Singapore from and against any claims or liabilities with respect thereto.



- 10.2. By making a Submission, each Contestant shall be deemed to represent and warrant that there are no local laws which would prevent them from entering into this agreement with Sport Singapore.
- 10.3. The Contestant further represents and warrants that the Submission and any use thereof by Sport Singapore, its assignees or licensees, in connection with programming, advertising, promotion and publicity, shall not infringe upon any copyright and shall not constitute a defamation, harassment, invasion of the right of privacy or publicity, or infringement of any other right of any kind of any third party.

11. **Indemnity**

- 11.1. The Contestant shall indemnify Sport Singapore for any infringement of third party rights arising out of the Contestant's unauthorised modification of lyrics and/or melody of any SEA Games Song.
- 11.2. The Contest may also be promoted by a third party ("**Promotional Partner**").
- 11.3. The Contestant shall indemnify and hold harmless Sport Singapore, any Promotional partners, and each of their respective parents, affiliates, successors, assigns and licensees, and each of their respective employees, shareholders, officers, directors, agents and representatives from and against any and all liability, claims, loss, damage, injury or expense, including reasonable legal fees, arising in connection with any third party action arising out of a breach or allegation which if true would constitute a breach, of any of the Contestant's representations, warranties or obligations herein.

12. **General**

- 12.1. By participating, each Contestant agrees that the Sport Singapore and its agents, representatives, affiliates, and legal advisors, and its employees and officers, is not responsible or liable for, and shall be released and held harmless from: (i) late, lost, delayed, damaged, incomplete, illegible, unintelligible, misdirected or otherwise undeliverable mail, postage-due notices, release forms, affidavits or other correspondence; (ii) telephone, electronic, hardware or software program, network, Internet or computer malfunctions, failures, or difficulties of any kind; (iii) any condition caused by events beyond the control of the Sponsor that may cause the Contest to be disrupted or corrupted; (iv) any printing, human, typographical or other errors or ambiguities in (or involving) any materials associated with the Contest; (v) any and all losses, damages, rights, claims and action of any kind in connection with or resulting from participation in the Contest; (vi) acceptance, possession, or use of any grant, including without limitation, personal injury, death and property damage arising there from; and (vii) claims based on publicity rights, moral rights, defamation or invasion of privacy.
- 12.2. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest, or the rights and obligations of Contestants and the Sport Singapore in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Singapore.
- 12.3. Sport Singapore reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Contest; to be acting in violation of the Terms and Conditions; or to be acting in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- 12.4. Sport Singapore may suspend or discontinue the Contest if, in its sole opinion, there is any actual or suspected tampering of the Contest, or any other malfunction, event or activity that may affect the integrity of the Contest.