

***Singapore Botanic Gardens Bird Photographs Exhibition***  
**Invitation to the public to send in photographs of birds for exhibition**  
**Terms and Conditions**

This is an invitation to the public to submit photographs of birds for the Singapore Botanic Gardens Bird Photographs Exhibition (“Exhibition”), which is organised by the National Parks Board (“Organiser”). By participating in the Exhibition, the participant (“Participant”) unconditionally accepts the following terms and conditions (“Terms and Conditions”).

**1. Entry / Eligibility**

- 1a. Subject to Clause 1(d) below, all Singapore citizens and residents of Singapore are eligible to participate in this Exhibition. For the avoidance of doubt, only individuals may participate in the Exhibition. Each Participant agrees to abide by these Terms and Conditions.
- 1b. Entry to view this Exhibition will be free. The period of the Exhibition, with the exact commencement and end dates of the Exhibition to be confirmed at least one month prior to the commencement date of the Exhibition.
- 1c. Participants below the age of 18 must obtain the consent of his/her parent or legal guardian before participating in this Exhibition and shall submit proof of such consent, if required by the Organiser. Such consent shall imply that the parent or legal guardian agrees to these Terms and Conditions.
- 1d. Members of the Exhibition’s working committee are not eligible to participate in this Exhibition.

**2. Exhibition Categories and Deadline**

- 2a. The theme of this Exhibition (“Theme”) is “Birds seen or recorded from the Singapore Botanic Gardens”. The special sub-themes are: Birds in Action; Migratory Birds; Rare Birds; Feeding Birds; and Birds at Nest (each, a “Sub-Theme”). The period for submission of entries is as follows:

Theme	Description	Open call period
Theme	Birds seen or recorded from the Singapore Botanic Gardens	Monday, 15 January 2024 - Thursday, 29 February 2024

- 2b. The deadline for submission of entries is 12 noon, Singapore time, on 29 February 2024 (“Closing Deadline”). Entries received after the Closing Deadline will not be accepted by the Organiser.

### **3. Submission Criteria**

- 3a. Each Participant may submit up to 4 photographs per Sub-Theme, subject to the total number of photographs submitted by the Participant not exceeding 20.
- 3b. Photographs submitted must be the Participant's own work and must be taken in the Singapore Botanic Gardens.
- 3c. Photographs that have won prize(s) in photography competition(s) or have been previously used or are intended to be used for any kind of commercial purpose must not be submitted.
- 3d. Digital manipulation that distorts the reality of the photographs is not allowed. Only basic enhancements such as sharpening and contrast adjustment are allowed.
- 3e. Each photograph must be submitted digitally in JPG or JPEG format and should be no more than 1MB in size.
- 3f. All entries must be submitted via [online form](https://go.gov.sg/birdsofsbg-opencall) (<https://go.gov.sg/birdsofsbg-opencall>)
- 3g. Each Participant warrants that in taking each photograph that he/she is submitting for the Exhibition, he/she has not trespassed into any areas closed to the public and has put the welfare of the subject foremost and has not used any unethical means including but not limited to:
  - (i) displacing, provoking, harassing or causing distress to the subject in any way;
  - (ii) feeding or baiting the subject; and
  - (iii) using a lure or playback of calls.

#### **4. Photograph Selection**

- 4a. A selection panel will review the entries submitted by Participants and shortlist the photographs to be used for the Exhibition. The decision of the selection panel shall be final. No correspondence regarding the selection panel's decision will be entertained.
- 4b. The Organiser reserves the right not to exhibit any of the submitted photographs if in its opinion, none of the entries meet the required standard for the Exhibition.

#### **5. Shortlisted Entries**

- 5a. Participants whose photograph entries have been shortlisted will be notified by email and asked to submit the original photograph(s), or a print quality resolution of the photograph(s) at 300 DPI (up to 7,016 x 9,933 pixels) in JPG or JPEG format. Participants may also be required to submit the raw or original unprocessed photograph(s) for inspection. Participants who fail to submit the photograph(s) as required under this clause may not have their photographs used for the Exhibition.

#### **6. Organiser's Rights**

- 6a. The Organiser reserves the right to cancel or suspend the Exhibition. The Organiser may, at its sole and absolute discretion, exclude or disqualify any Participant and/or entry from the Exhibition.
- 6b. Each Participant consents to the Organiser using his/her name, captions and/or comments relating to the Exhibition as well as any images submitted by the Participant for the purpose of any announcement or for promotional, marketing and/or publicity purposes in any media without any fee being paid to the Participant.
- 6c. The Organiser reserves the right to revise these Terms and Conditions at any time without prior notice being given.

#### **7. Intellectual Property**

##### The Participant

- 7a. Each Participant warrants that he/she is the sole owner of all intellectual property rights (including copyright) and other proprietary rights to the photograph(s), images, content of the caption(s), and any creative work and materials submitted for and in connection with this Exhibition (collectively, the "Materials"), and that he/she has not licensed or assigned any intellectual property rights in the Materials to any person.
- 7b. Each Participant retains full copyright of the Materials.
- 7c. The Participant shall grant or procure on behalf of the Organiser any consent and/or approval which may be required in relation to Organiser's use of the Materials for and in connection with the Exhibition, including but not limited to such consent and/or approval which is necessary to ensure that the Organiser does not infringe any intellectual property rights in relation to its use of the Materials.

- 7d. Each Participant grants the Organiser a non-exclusive, royalty-free and transferable right to use, reproduce, publish, publicly display, print, edit or distribute any of the Materials in any format and in any media channels as deemed fit by the Organiser, for purposes of promoting the Exhibition, raising awareness for the Exhibition and promoting nature awareness in Singapore.

#### The Organiser

- 7e. The Organiser reserves the right to use, reproduce, publish, print, edit and distribute any of the Materials for publication and/or display in any format and in any media channels without obtaining further prior permission from the Participant and payment of any fees or royalty to the Participant. The Materials may be used for the following purposes:
- (i) Operating, administering and promoting the Exhibition, during the period before, during and after the Exhibition. For the avoidance of doubt, this includes the display of the Materials on the Exhibition website, the Organiser's website and/ or websites of sponsors of the Exhibition;
  - (ii) Issuing a media release or making media pitches regarding the shortlisted entries;
  - (iii) The Organiser's roadshows and exhibitions for purposes which are non-profit in nature, including but not limited to promoting nature awareness in Singapore; and/ or
  - (iv) The Organiser's publications.
- 7f. Where any of the Materials is published or displayed by the Organiser or sponsors of the Exhibition, the Participant will be credited.
- 7g. Subject to the approval of the Organiser, the Participant may, within 30 days from the end of the Exhibition, collect the photographic print(s) of his/her shortlisted entry which was used in the Exhibition (along with its mounting) from a location to be determined by the Organiser.

#### **8. Liability**

- 8a. The Organiser will exercise care in handling the Materials but will not be liable for any loss of or damage to any of the Materials howsoever caused.
- 8b. The Participant shall assume all risks in respect of loss, injury, damage or liability which may arise as a result of or in connection with the Participant's participation in the Exhibition and shall not hold the Organiser responsible in respect thereof except for liability which cannot be excluded by law.
- 8c. The Participant shall defend, fully indemnify and hold the Organiser and its employees and agents harmless from and against:
- (i) All liabilities, damages, losses, costs (including legal costs on a full indemnity basis) and expenses arising from any claims, demands, actions, proceedings, judgment or execution which the Organiser, its employees or agents may suffer or incur from or in connection with the Participant's participation in the Exhibition; and

- (ii) Any claims, demands, actions, proceedings, judgment or execution, arising from infringement or alleged infringement of any copyright or other intellectual property right or violation of confidentiality arising out of the Organiser's use of the Materials in accordance with these Terms and Conditions.

## **9. Acceptance of Terms, General Law and Disclaimer**

- 9a. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Singapore for every purpose.

*For more information on the Exhibition, please log on to NParks' website at <https://go.gov.sg/birdsofsbg>*