Terms and Conditions for Contributing to The People's Museum, as part of the Singapore Heritage Festival 2021

These terms and conditions apply to all submissions for *The People's Museum* (the "Campaign"), as part of the 2021 edition of the signature 'Singapore Heritage Festival' of the National Heritage Board ("NHB").

- 1. By making a submission for the Campaign:
 - (a) you acknowledge that you have read, understood and agree to be bound by these terms and conditions ("**T&Cs**");
 - (b) you represent and warrant that your submission, including your story and any photograph(s) attached to your submission, are original and were written/taken by you, and do not infringe on the copyright, other intellectual property or any other rights of any person;
 - (c) you represent and warrant that your submission has not been used for commercial purposes, published previously or submitted for other campaigns, locally or abroad;
 - (d) you confirm that you are not in violation of any law or regulations by making a submission for the Campaign; and
 - (e) you agree to fully indemnify NHB from and against all liabilities, losses, damages, proceedings, claims, costs (including legal costs on a full indemnity basis) and expenses whatsoever suffered or incurred by NHB relating to or arising from or in connection with your breach of any of the above warranties or other terms of these T&Cs.
- 2. The Campaign is open to all residents in Singapore above 18 years of age.
- 3. The Campaign is open for submissions from 5 February 2021, 12 pm to 26 March 2021, 12 pm, through the Campaign submission form on the abovementioned website.
- 4. If your submission is selected to be featured in *The People's Museum*, you agree that:
 - (a) the copyright and all other intellectual property rights to your submission shall be transferred from you to and vest solely in NHB from the point of submission, without compensation;
 - (b) NHB will therefore be free to decide whether and how to use any part of your submission, including having the right to modify, adapt the same for any of NHB's programmes or to grant to any third parties the rights to do the same; and
 - (c) NHB will publicly credit you in any display or other use of your submission, unless you have indicated your preference in the Campaign submission form to remain anonymous.
- 5. NHB reserves the right to disqualify and will not consider any entry that is discriminatory, offensive or contains otherwise objectionable or inappropriate content.
- 6. All decisions by NHB are final and no correspondence will be entertained.
- 7. You agree that NHB may collect, use and disclose your personal data as provided through the Campaign submission form, for (a) the purposes of administering the

Campaign and in relation to your participation in this Campaign, including contacting you for further information, (b) promotional, marketing and publicity purposes relating to the Campaign, including crediting you for your submission if selected (unless you have indicated your preference in the Campaign submission form to remain anonymous), (c) for NHB's conduct of research, analysis and development activities (including deata analytics, surveys and/or profiling) to enhance NHB's programme offerings and operations, and (d) for NHB's internal reference and archival purposes. For the avoidance of doubt, NHB shall also have the right to share such data with its programme partner WY-TO Pte Ltd and other vendor(s) if necessary, in relation to administration of the Campaign. NHB may also share this data with other Government agencies in order to serve you in the most efficient and effective way, unless such sharing is prohibited by law. For more details on the National Heritage Board's Privacy Policy, please refer to http://www.nhb.gov.sg/contents/privacy-policy.

- 8. To the fullest extent permissible under law, NHB shall not be liable for any loss, damage, liable, injury or costs and expenses relating to your participation in the Campaign, including but not limited to the disqualification or featuring of your submission, and any delay, cancellation, failure or omission on NHB's part to carry out the Campaign whether due to force majeure events or otherwise.
- 9. NHB reserves the right to amend these T&Cs and modify, extend, cancel or suspend the Campaign at its sole discretion at any time.
- 10. Apart from NHB and you, no other persons shall have any rights under the Contracts (Rights of Third Parties) Act (Cap. 35B) to enforce these T&Cs.
- 11. These T&Cs shall be governed by and construed in accordance with the laws of Singapore for every purpose and each participant submits to the exclusive jurisdiction of the Singapore courts.

Version dated 11 Feb 2021. If you have any questions regarding the Campaign or the use of your personal data, please send your inquiry to shf_nhb@nhb.gov.sg