

**SUSTAIN-A-CITY: AN URBAN INNOVATION CHALLENGE  
TERMS & CONDITIONS OF ENTRY**

**1. GENERAL**

- 1.1. Sustain-a-City: An Urban Innovation Challenge (“**Competition**”), is organised by Temasek Capital Management Pte Ltd (“**Temasek**”), and supported by its event partner, The Possible Class Pte. Ltd (*a.k.a. Arkki Singapore*) (“**Arkki Singapore**”).
- 1.2. Participation in the Competition is subject to the Terms and Conditions (“**T&Cs**”) as listed in this document. In these T&Cs:
  - 1.2.1. “**personal data**” means data, whether true or not, about an individual who can be identified (i) from that data; or (ii) from that data with other information which we have or are likely to have access to, and includes “**sensitive personal data**”, which is information about a person’s racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, physical or mental health or condition, sex life or sexual orientation, offences or criminal proceedings, and which can only be processed under strict conditions (usually requiring the express consent of the person concerned);
  - 1.2.2. “**we**”, “**our**”, and “**us**” refers to Temasek; and
  - 1.2.3. “**you**”, “**your**”, “**they**”, “**theirs**” and “**Participant**” refer to any person or group of persons registering to, registered for and/or participating in the Competition.
- 1.3. Non-compliance with or breach of any of these T&Cs may disqualify you at any stage of the Competition, and any Prizes won may be forfeited, withheld, withdrawn or reclaimed.
- 1.4. We reserve the right to withdraw, discontinue, postpone or terminate the Competition without prior notice. We shall not be liable for any loss, damage or expenses incurred as a result.

**2. ELIGIBILITY & REGISTRATION**

*Eligibility*

- 2.1. Subject to Clause 2.2 below, the Competition is open to students:
  - 2.1.1. between eighteen (18) and twenty-five (25) years of age at the time of when registering for this Competition; and
  - 2.1.2. registered in a high school, junior college or an institute of higher learning (“**Educational Institution**”). Such Educational Institutions include college, polytechnic, university, or a technical, design or business school.
- 2.2. Persons in the following categories are not eligible to participate in the Competition:
  - 2.2.1. employees of Temasek and/or its affiliates, subsidiaries, parent companies and/or other related entities and their immediate family members; and
  - 2.2.2. vendors, partners or any other individuals directly involved or connected to the Competition (including Arkki Singapore), and their immediate family members.

“immediate family members” refer to the spouse, child and sibling of the person concerned.

*Registration*

- 2.3. In order to participate in the Competition:

- 2.3.1. you may form / join a team of a minimum of TWO (2) members, and a maximum of THREE (3) members ("**Team**"). If you have registered independently as a single Participant without forming / joining a Team, we will assist you in forming or place you in a Team. Each Team can comprise Participants from different Educational Institutions;
  - 2.3.2. all members in the Team must meet the eligibility criteria set out at Clause 2.1 and are not ineligible to participate;
  - 2.3.3. you can only be a member of one Team; and
  - 2.3.4. each Team must complete the registration for the Competition at the following link by 5 April 2023 23:59 Singapore Time: <http://www.sustainacity.com.sg/> through a designated representative.
- 2.4. By submitting the application to register for the Competition, the designated representative represents and warrants that:
- 2.4.1. the information provided at the time of application are true, accurate, complete and up to date. Any misrepresentation of any fact or particulars (deemed material by Temasek) may result in disqualification from the Competition and/or the forfeiture, withholding, withdrawal or reclaiming of any Prizes won;
  - 2.4.2. each member of the Team (a) has read, understood and agrees to be bound by these T&Cs, (b) ratifies all acts of the designated representative performed in relation to the Competition;
  - 2.4.3. he or she has obtained the consent of all Team members to enter into these T&Cs on their behalf;
  - 2.4.4. all Team members comply with the eligibility criteria as set out at Clause 2.1 above and are not ineligible to participate; and
  - 2.4.5. all Team members will provide us with such proof of identity, residence and/or citizenship concerning each Team member as we may require from time to time.
- 2.5. Following the Team registration, any substitution or replacement of Team member(s) will not be permitted. Subject to any exceptions that may be made at our sole and absolute discretion, if any member of a Team:
- 2.5.1. withdraws from the Competition;
  - 2.5.2. fails to show at the Competition; or
  - 2.5.3. is disqualified from the Competition for any reason,
- the Team may continue to participate as long as at least ONE (1) person is representing the Team at all virtual workshops and the final round, if applicable.
- 2.6. Participation in the Competition is subject to our approval, and we have the sole and absolute discretion to decide whether to grant you such approval. We may require you to comply with such specified requirements, rules and guidelines in order to participate in the Competition, and may amend, enforce or waive those in our absolute discretion. We, or our event partner, Arkki Singapore, will notify you via email if you and your team are selected to participate in the Competition.

### **3. CONDUCT OF THE COMPETITION**

#### *Submissions*

- 3.1. Each Team is required to submit the following deliverables as part of the Competition:-
  - 3.1.1. a video lasting no more than THREE (3) minutes depicting innovative solutions surrounding at least one (1) theme chosen from the list of themes as made available on [www.ecosperity.sg/sustain-a-city](http://www.ecosperity.sg/sustain-a-city); and
  - 3.1.2. a supporting written essay of no more than 500 words describing the key features and design attributes of the proposed solution

("Submissions").

- 3.2. Each Team may submit only one (1) set of Submissions for the Competition. All Submissions must be submitted to such platform(s) that we may designate by 5 May 2023 23:59 Singapore Time. Any Submissions submitted after the stipulated deadline, or through such other means that we have not designated, will be disregarded and the Team would be deemed not to have made any Submission / withdrawn from the Competition.

*Virtual workshops*

- 3.3. Prior to making the Submission referred to above, all Teams must have at least ONE (1) member to attend all of the virtual workshops held by us. These workshops are held at such designated date(s) and time(s) as we may notify you. We reserve the right to disqualify the Team in the event this Clause 3.3 is not complied with.

*Final pitch and showcase*

- 3.4. We will shortlist six (6) Teams to compete in the final round ("**Finalists**"). Each set of Submissions will be individually judged by us in our sole discretion. If your Team is shortlisted as Finalists, you acknowledge and agree that:

- 3.4.1. your Team may be required to complete any formalities or execute such further agreements with us, including specific undertakings pertaining to intellectual property rights that may feature in your Submissions; and  
3.4.2. if you do not enter into the said further agreements, you will not be able to participate in the final round.

- 3.5. As Finalists, each Team:

- 3.5.1. must have at least one representative to attend and present the Team's Submissions live at a virtual pitch session on 24 May 2023. The mode and timing of the presentation will be made known to the Finalists. In the event that none of the representatives of the Team attend the virtual pitch session, such failure will lead to an automatic disqualification of the Team and its Submissions will not be considered in the selection of the winning Teams; and  
3.5.2. will have their Submissions showcased at the Ecosperity Week 2023 event.

*All decisions are final*

- 3.6. All decisions made by Temasek throughout the duration of the Competition, including but not limited to the selection of the participating Teams, the selection of the Finalists, the selection of the top three (3) winners, the selection of one (1) People's Choice winner and any disqualifications, if any, are made at our sole and absolute discretion, and shall be final and irrevocable. Any and all disputes arising from any decision made by us will not be entertained. You agree and accept that our decision arising out of or in connection with any matters pertaining to the Competition (including the award of Prizes) is final and binding. We are not obliged to enter into any correspondence with any Participant of the Competition. No enquiries, appeals, verbal or written, shall be entertained.

*No speaking to the media without consent*

- 3.7. You shall not, without our prior written approval, speak to the press or any other media nor give any interviews or comments relating to the Competition.

**4. PRIZES**

- 4.1. The total number of winners and prizes for the Competition are as follows ("**Prizes**"):

S/N	Prizes	Prize Description	Number of winners
4.1.1.	Grand Prize	Singapore Dollars Ten Thousand only (S\$10,000) and a Five (5) Day Learning Trip to Helsinki, Finland hosted by Arkki Finland.	One (1) Team
4.1.2.	First Runner-up	Singapore Dollars Five Thousand only (S\$5,000) and a Five (5) Day Learning Trip to Helsinki, Finland hosted by Arkki Finland.	One (1) Team
4.1.3.	Second Runner-up	Singapore Dollars Three Thousand only (S\$3,000)	One (1) Team
4.1.4.	People's Choice Award	Singapore Dollars Two Thousand only (S\$2,000)  <i>We reserve the right to award the People's Choice Award to any Team, including such Team who may have already be awarded any other Prize.</i>	One (1) Team

#### *Notification of winners*

- 4.2. The winning teams will be announced during the Ecosperity Week 2023. The winners will be notified via email, which shall contain instructions to claim the Prizes.
- 4.3. Any notices of communications given by us to you will be deemed to be received or notified to you:
- 4.3.1. on the following day of posting if via your last known address; and
  - 4.3.2. on the date of the announcement if you are present at the Ecosperity Week 2023 showcase; and
  - 4.3.3. on the date of broadcast if via electronic media such as SMSes or emails.

#### *Taxes and incidentals*

- 4.4. Winners shall be solely responsible for the payment of all taxes, insurance, contribution or amount of any kind (if applicable) and all other expenses or costs relating to the Prize not expressly set forth above. We accept no responsibility for any tax or other liability that may arise from the Prize winnings.

#### *Conditions associated with Prizes*

- 4.5. We reserve the right, at any time, in its sole and absolute discretion, to substitute, withdraw, add to or alter any of the Prizes offered without notice to you.
- 4.6. Prizes are not transferable or exchangeable and non-cash Prizes cannot be exchanged or redeemed for cash or in-kind. We reserve the right to:
- 4.6.1. substitute any Prize with a prize of a comparable or equal or greater value to be awarded in the event any Prize becomes unavailable, subject to any applicable law; and
  - 4.6.2. award fewer than the above-stated number of Prizes if an insufficient number of eligible participants or winners are available.
- 4.7. Any difference between the actual value of any Prize and the approximate value of the Prize set forth in these T&Cs may not be claimed and will not be awarded.
- 4.8. All cash and non-cash Prizes are valued in Singapore Dollars.

### *Cash Prizes*

- 4.9. In relation to cash Prizes:
- 4.9.1. the payment of the Prize money will only be made out to one intended party via by cheque or bank transfer;
  - 4.9.2. where relevant, the Prize money will be made out to the winning Teams in such currency that we deem appropriate, and at the prevailing exchange rate. The winning Teams acknowledge and agree that they shall bear all exchange rate losses and costs of conversion;
  - 4.9.3. each Team is to select a representative to be the designated payee. Each payee must provide their full name as per their bank records, as well as other personal particulars we may request for verification and audit purposes;
  - 4.9.4. payment to the account as provided by the Team representative to us shall be a good and valid discharge of our obligation to pay the Prize monies to the Team representative in question to the Team, and we shall not be concerned to see the application of the monies so paid. and
  - 4.9.5. the responsibility of the division of the cash Prize between or among the Team members lies solely upon the Team members. We are not liable for any disputes arising out of the division of the cash Prize.

### *Non-Cash Prizes*

- 4.10. In relation to non-cash Prize which includes the learning trip to Helsinki, such Prizes shall comprise:
- 4.10.1. a return flight to Helsinki for all Team member(s) from such airport that we may agree with you;
  - 4.10.2. four (4) nights of accommodation at Helsinki; and
  - 4.10.3. a transfer service to and from the accommodation venue and Helsinki airport for the entire Team. Notwithstanding the foregoing, each Participant may elect to arrange his or her own individual transfer service at his or her own cost.
- 4.11. Our partner, Arkki Singapore will be responsible for booking and finalising the flight and accommodation arrangements for the learning trip to Helsinki. The date of travel will be determined by Temasek and our event partner, Arkki Singapore, at our sole and absolute discretion. For the avoidance of doubt, Prize winners are not permitted to change the flight destination or origin, or accommodation venues, or assign the benefits of the non-cash Prizes to another person.
- 4.12. The non-cash Prizes exclude any costs and arrangements for travel insurance, visas, and any related expenses and costs such as meals and transportation (save for airport transfers). No per diem will be provided. All Team members shall be solely responsible for the foregoing at their own costs.
- 4.13. If a winning Team or any of its members is unable to participate in the non-cash Prize or any part of the Prize for any reason beyond our control, you acknowledge and agree that there will be no compensation of any kind which will be provided to you.

## **5. INTELLECTUAL PROPERTY**

- 5.1. We shall not be in any way liable for the infringement of any intellectual property rights (including but not limited to copyright) or other rights of third parties, or for breach of any applicable laws howsoever caused by your Submissions.
- 5.2. By submitting the Submissions, you, and on behalf of each Team member, represent and warrant that:

- 5.2.1. your Team's Submissions have not been made available to the public, and/or submitted for any other competition or contest;
  - 5.2.2. the Team owns or have the appropriate rights to the content of their Submissions and all elements, including but not limited to fonts and stock images, contained within it in whole or in part ("**Submission Elements**"), and that they have the rights, or have obtained the rights, to distribute or modify these Submissions and Submission Elements without infringing on the copyright of other external parties;
  - 5.2.3. your Team's Submissions do not include any element that:
    - 5.2.3.1. infringe any intellectual property or other rights of third parties (including a breach of confidence) or
    - 5.2.3.2. may be defamatory, libelous or insulting of or to any individual or legal entity;
    - 5.2.3.3. encourage to commit fines, offences, or crimes of any kind whatsoever;
    - 5.2.3.4. are violent, pornographic, or paedophilic in nature, or likely to violate a minor's rights;
    - 5.2.3.5. are racist, xenophobic, or incites discrimination;
    - 5.2.3.6. breach public order or decency; and/or
    - 5.2.3.7. breach or are contrary to applicable laws and regulations;
  - 5.2.4. there are and have been no opposition, claims, challenges, disputes or proceedings in relation to the ownership, validity or use of the content in the Submissions and Submission Elements; and
  - 5.2.5. the Submissions do not include viruses, Trojan horses, worms, time bombs or any programmes designed to impair the operation and functionality of the Competition microsite or websites linked to the Competition microsite.
- 5.3. If you are shortlisted as a Finalist, you acknowledge and agree that:
- 5.3.1. Temasek and Arkki Singapore will be granted non-exclusive rights to use, reproduce, print, represent, broadcast, display, communicate, transmit, and to modify your Submissions in whole or in part for free and on a worldwide basis; and
  - 5.3.2. your Submissions may be used for promotion, advertising or otherwise published and that any infringement of any third party's intellectual property rights may potentially cause serious damage, disrepute or loss to us, for which you will be liable.
- 5.4. In the event an infringement claim has been made against you or your Team, you should address and resolve the issue immediately. We reserve the right to take down the Submissions from all of our platforms, channels and any medium that the Submissions are published until the infringement claim has been withdrawn.

*Use of Submissions on a platform outside the Competition*

- 5.5. In the event that you wish to use your Submissions on a platform that is not a part of the Competition, you are to inform the Ecosperity Programme Office by sending an email to [ecosperity@temasek.com.sg](mailto:ecosperity@temasek.com.sg) before the usage of the Submissions. This email shall contain:
- 5.5.1. the name of the event at which the Submissions will be used;
  - 5.5.2. the purpose of the event at which the Submissions will be used;
  - 5.5.3. the duration of the event at which the Submissions will be used; and
  - 5.5.4. the capacity in which the Submissions will be used.

**6. PERSONAL DATA**

- 6.1. By submitting your application and/or participating in the Competition, you and your Team members hereby give their consent and agree that:
- 6.1.1. any and all personal data submitted may be collected, used and/or disclosed to and processed by us for the following purposes:
    - (a) facilitating and administering the Competition;
    - (b) to administer the virtual workshops in relation to the Competition;

- (c) to communicate with you for purposes related to the Competition;
- (d) to provide goods and services to you upon request;
- (e) delivery of the Prizes (including contacting you for the administration of the Prizes);
- (f) to publish your Submissions on the website for purposes of public voting if you are selected for the final round of the Competition;
- (g) and such other purposes that Temasek may deem reasonably appropriate, or in relation to which you has otherwise provided Temasek with consent.

We will collect, use, disclose and/or process your personal data for the above purposes in accordance with our Privacy Policy which may be found at <https://www.ecosperity.sg/en/privacy-policy.html>;

- 6.1.2. arising out of and in connection with the purposes set out at 6.1.1 above, we may collect, use and/or disclose your personal data to Arkki Singapore, our partner for the Competition, for the purposes of facilitating the Competition and any purposes stated above in Clause 6.1.1; and
  - 6.1.3. If you provide us with any personal data relating to a third party, by submitting such information to us, you warrant and represent to us that you have obtained the consent of such third party to you providing us with their personal data and for the collection, use and/or disclosure of their personal data for all purposes set out in this Clause 6.
- 6.2. You and your Team members may be required by Temasek, or through our event partner, Arkki Singapore, to take part in marketing, promotional and/or publicity exercises with respect to the Competition, and each Team member hereby grant us such consents and waivers in respect of our use of your name, likeness, photographs, or other personal identifiable information in any media for the purposes of promotion, advertising to be used in Temasek’s and Arkki Singapore’s publications, presentations, showcases, promotional materials, in original or edited format in the Competition and to the use of the Submissions for the aforementioned purposes without further notification, remuneration or compensation.

## 7. CONFIDENTIAL INFORMATION

- 7.1. In the course of your participation in this Competition, you will or may gain access to various information relating to Temasek and its partners, vendors and/or other related corporations and affiliates’ business activities, affairs, operations, customers, plans, market opportunities, processes, products and services and any all information which is by its nature confidential, whether in writing or otherwise and in any form, format or media (“**Confidential Information**”).
- 7.2. By participating in this Competition, you agree to, during the Competition and after the end of the Competition:
  - 7.2.1. hold our Confidential Information in confidence and not at any time disclose or use or permit to be disclosed or used any of the Confidential Information or its knowledge of the existence of the Confidential Information for any purpose other than for the purposes of this Competition; and
  - 7.2.2. not to disclose or divulge our Confidential Information to any third party or person whatsoever without our prior written consent.
- 7.3. Notwithstanding anything to the contrary in these T&Cs, the confidentiality obligations herein shall not apply to any part of the Confidential Information which:
  - 7.3.1. was, prior to the date hereof, in the public domain, or hereafter enters the public domain other than as a result of a breach of these T&Cs;
  - 7.3.2. was lawfully obtained by you without breach of these T&Cs and otherwise not in violation of our rights;
  - 7.3.3. is independently developed by a you without the use of any Confidential Information belonging to the us or any breach of these T&Cs; or

- 7.3.4. is required by law or by order of a court of competent jurisdiction or by any rule, direction or regulation of any regulatory or governmental authority or any other relevant authority, to be disclosed, provided always that, to the extent permitted by law, prior to any such disclosure being made, you will provide us prompt written notice of the disclosure requirement and a reasonable opportunity to object to such disclosure and seek a protective order or appropriate remedy, and in the absence of a protective order, notify and consult with us as to the proposed form, nature and purpose of the disclosure.
- 7.4. We do not make any representation or warranty, including as to accuracy of completeness regarding the Confidential Information disclosed to you under these T&Cs. We shall not be:
  - 7.4.1. subject to any liability resulting from the use of our Confidential Information by you; and
  - 7.4.2. obliged to provide further Confidential Information or to update or correct any inaccuracies in the Confidential Information already provided to you.

## **8. DISCLAIMER**

- 8.1. To the fullest extent permitted by applicable laws, Temasek, and its partners (including Arkki Singapore), vendors, and/or other related parties for the Competition shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death in connection with the Competition, or any Prize, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

### *Prizes*

- 8.2. All Prizes are provided on an “as is” and “as available” basis, and we make no warranty, representation, guarantee or undertaking of any kind with respect to the Prizes. To the maximum extent permitted under applicable law, we disclaim all warranties (whether express or implied) in relation to the Prizes.
- 8.3. If applicable, all warranty claims in regard to a Prize should be directed to the applicable partner, vendor, and/or other related parties, except to the extent that they may not be excluded by law, no representations, warranties, terms or conditions that are not expressly stated in these terms and conditions apply to this Competition nor in respect of the Prizes and all implied warranties are excluded, including but not limited to, the implied warranties of satisfactory quality, merchantability or fitness for a particular purpose of any of the Prizes.

## **9. INDEMNITY**

- 9.1. Each Participant agrees to indemnify, keep indemnified and hold harmless Temasek and its partners (including Arkki Singapore), vendors, and/or other related corporations and affiliates (including respective officers, directors, employees and agents) for any and all losses (including, without limitation, indirect or consequential loss), damage, and expenses arising out of or in connection with the Team’s Submissions and participation in this Competition, Temasek’s use of the Submissions, breach of these T&Cs or breach of any applicable laws.

## **10. DISQUALIFICATIONS**

- 10.1. Without prejudice to the terms set out in these T&Cs, we have the sole and absolute right to disqualify and/or at any time during the Competition, remove, disqualify or not consider Submissions on reasonable grounds, including where the Submissions are in breach of these T&Cs.
- 10.2. We reserve the right to disqualify a Prize winner and forfeit any Prize if:



- 10.2.1. any Prize(s) are not won or remain unclaimed after 30 days from the date on which the notification is sent to the winner;
  - 10.2.2. we are unable to contact the Prize winner(s);
  - 10.2.3. the Prize winner(s) does not respond to us, notifies us that they do not wish to claim the Prize(s);
  - 10.2.4. the Prize winner(s) has committed any act of fraud or dishonesty, or has misrepresented anything in connection with this Competition;
  - 10.2.5. the Prize winner(s) does not agree to abide by and be bound by these T&Cs; or
  - 10.2.6. the Prize winner(s) dies or becomes mentally incapacitated.
- 10.3. Non-compliance with or breach of any of these T&Cs may disqualify you from the Competition, and any Prizes won may be forfeited, withheld, withdrawn or reclaimed by us.

## **11. FORCE MAJEURE**

- 11.1. Neither party shall be deemed to be in breach of these T&Cs or otherwise liable for any failure or delay in the performance of its obligations hereunder if such delay or failure results from events, circumstances or causes beyond its reasonable control.

## **12. DISPUTE RESOLUTION AND GOVERNING LAW**

- 12.1. The Competition and these T&Cs are governed, construed and enforced in accordance with the laws of the Republic of Singapore. The parties submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore.
- 12.2. To the maximum extent permitted under applicable law, you agree that any dispute resolution proceedings arising from or in connection with the Competition (including your participation in the competition) will be conducted on an individual basis, and not in a class, consolidated or representative action.

## **13. MISCELLANEOUS**

- 13.1. These T&Cs constitutes the entire agreement on this matter and supersedes all previous and contemporaneous agreements.
- 13.2. The invalidity, illegality or unenforceability of any provision of these T&Cs shall not affect the remaining provisions, which shall remain in force and effect.
- 13.3. Each Participant acknowledges and agree that any rights of Temasek under these T&Cs and/or in connection with the Competition may be exercised by Temasek Holdings (Private) Limited and its related corporations (as defined in the Singapore Companies Act 1967).
- 13.4. Unless expressly provided herein, these T&Cs are not intended to confer rights on any third party, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise, and no other third party shall have any right to enforce any provision of these T&Cs.
- 13.5. In the event of any inconsistency between these T&Cs and any brochure, marketing, or promotional material and/or website relating to the Competition, these T&Cs will prevail.