

## Terms & Conditions

The PSA Code Sprint 2022 (“**Competition**”) is an online challenge organised by PSA to invite students to explore hackathon problems specific to our ports, and to learn more about PSA’s operations. Participation in the Competition is governed by these Conditions, which will form a legally binding agreement between PSA and you.

### 1. Agreement to Conditions

- 1.1 By entering the Competition, each Participant is deemed to have fully read, understood and agreed to these Conditions.
- 1.2 **PSA RESERVES THE RIGHT IN ITS SOLE AND ABSOLUTE DISCRETION TO REVIEW, REVISE, AMEND, SUPPLEMENT, VARY AND/OR REPLACE ALL OR ANY PART OF THESE CONDITIONS FROM TIME TO TIME WITHOUT NOTICE. THE PREVAILING VERSION OF THESE CONDITIONS APPLICABLE FROM TIME TO TIME MAY BE FOUND ON [HTTPS://WWW.PSACODESPRINT.COM](https://www.psacodesprint.com) (“Competition Website”).**
- 1.3 Should any dispute arise in connection with the Competition or with the interpretation or implementation of these Conditions, the decision of PSA shall be final. Each Participant shall abide by and accept as final and binding all decisions taken by PSA on all matters related to this Competition.

### 2. General Terms of Competition

#### 2.1 Duration

- 2.1.1 The Competition shall take place from 30 September 2022 to 7 October 2022 (both dates inclusive).
- 2.1.2 PSA reserves the right to alter the duration of, cancel, suspend or terminate the Competition at any time without prior notice and without incurring any liability to any person in connection with such alteration, cancellation, suspension or termination.

#### 2.2 Eligibility and Registration

- 2.2.1 The Competition is open to all students who are currently pursuing tertiary education in Singapore. Participants should be enrolled in a Singapore education institution for the full duration of the Competition. Students from local secondary and tertiary institutions may register to participate in the Competition provided they meet the foregoing criteria.
- 2.2.2 Participants may register their participation by completing and submitting the online registration form for the Competition on the Competition Website during the Registration Period specified in Clause 2.4.1 below. Late or incomplete registrations may be rejected by PSA at its sole discretion.
- 2.2.3 Participants must participate in the Competition in a team of no more than 4 members. Each team must meet the following requirements:
  - (a) All team members must register as Participants.
  - (b) Each Participant may only participate as a member of 1 team.

- (c) The team composition may only be changed before closing of registration for the Competition, by notifying PSA in writing. No substitution or addition of team members will be allowed after closing of registration. Participants must comply with PSA's administrative procedures to process the change (including re-registration where needed).
- (d) Where any team member is disqualified or withdraws from the Competition after closing of registration, the remainder of the team may continue with the Competition with a reduced number of members.

## 2.3 **Withdrawal and Disqualification**

- 2.3.1. The Participant and/or their team may withdraw from the Competition at any time before the Final Round, by giving written notice to PSA stating the reasons for withdrawal.
- 2.3.2. PSA reserves the right to exclude or disqualify any Participant or all members of the team with which the Participant is registered, under any of the following circumstances:
  - (a) failure to comply with any of these Conditions or such rules and regulations of the Competition as may be notified to the Participants from time to time;
  - (b) the team's Submission or the Participant's online registration containing false, inaccurate and/or incomplete information;
  - (c) where the Participant's continued participation may affect their health or well-being;
  - (d) where the Participant's participation is in conflict of interest, or may give rise to a potential conflict of interest, such as where the Participant is related to an employee of PSA;
  - (e) where the Participant's participation may cause damage to PSA's reputation (as determined by PSA in its sole discretion) whether due to the Participant's past conduct, public image or statements made regarding PSA;
  - (f) the Participant is found to have engaged in any of the following conduct:
    - (1) breached any Applicable Laws or third party rights;
    - (2) acted in an unprofessional, inappropriate or offensive manner including verbal or physical abuse of other Participants, judges, PSA or any third parties, or engaged in any act which has or may cause harm to other Participants, judges, PSA or any third parties;
    - (3) causing damage to any property of PSA including the Competition Website;
    - (4) creating an unfair advantage or attempting to compromise the fairness and/or spirit of the Competition, such as by cheating, hacking, software tampering, creating a malicious bot or other automated program, fraud, plagiarism or use of work from non-team members in the Submission;
    - (5) breached the terms of use of any website, software, platform or application which is used in the Submission; and/or

(6) infringed the Intellectual Property Rights of any third party.

**2.4 Briefing and Port Tour; Competition Details**

- 2.4.1 The Competition shall comprise a Preliminary Round and a Final Round, details of which are set out in these Conditions or on the Competition Website. The indicative timeline for the Competition will be announced on the Competition Website. A briefing and port tour will also be conducted for Participants.
- 2.4.2 The Competition shall be held online except for the Final Round, which may be conducted at a physical location or online as determined by PSA in its sole discretion, and subject to Applicable Laws.
- 2.4.3 Participants are responsible for bearing all associated costs and expenses relating to and arising out of their participation in the Competition, as well as procuring all hardware, software and other equipment, and ensuring that a stable Internet connection is available for their participation in the Competition, in particular, for the following stages of the Competition:
- Problem statements and Competition Data for Participants' use in the Preliminary Round will be released to Participants through the Competition Website.
  - Subject to PSA's discretion, Participant teams may be required to conduct a presentation of their Submission in the Final Round in person, or by live video-conference.
  - Where the Final Round is conducted virtually, Participants may be required to switch on their webcam during the presentation and must comply with such rules and guidelines as may be issued by PSA regarding the conduct of the Competition by video-conference, such as refraining from usage of filters, prohibited backgrounds, effects or pre-recorded footage.
  - Where the Final Round is conducted in-person, Participants should report to the venue at the time and date notified by PSA, and observe all instructions given by PSA for the conduct of the Final Round.
- 2.4.4 Participants should observe the following requirements in relation to any Competition activity to be held at a physical location, failing which PSA may disqualify the Participant and/or their team and/or bar the Participant and/or their team from entry:
- (a) Participant must comply with all Applicable Laws and control measures to prevent the spread of COVID-19, applicable to the venue and generally within Singapore as at the time of the relevant Competition activity ("**Safe Management Measures**"), which may include without limitation, vaccination-differentiated Safe Management Measures.
  - (b) Participant must provide their personal particulars for registration and accept the relevant terms and conditions applicable for port safety and security, prior to participating in the port tour conducted by PSA.
  - (c) Participant or Participant's team members must notify PSA as soon as possible if Participant is unwell on the day of such Competition activity, and whether Participant has been given medical leave for respiratory symptoms. PSA shall have the sole discretion to determine whether Participant may continue with the Competition, to require Participant's team to continue without Participant's attendance, or to require the Participant's team to conduct the Competition activity in an alternative manner.

- (d) Participant shall ensure that their guests (where invitation of guests is permitted by PSA) similarly comply with the Safe Management Measures, failing which PSA reserves the right to bar such guests from attendance or remove such guests from the Competition venue.
- 2.4.5 PSA reserves the right to modify, suspend, cancel or reschedule the Competition activity dates or venues at which any Competition activity is to be held.

## 2.5 Submissions

Participants shall be required to comply with the general requirements as stipulated in this Condition 2.5 as well as all judging criteria published on the Competition Website or as may be amended, supplemented or revised by PSA and notified to Participants from time to time.

- 2.5.1 The Submission shall not incorporate or make reference to any external data, except those provided by PSA for purposes of the Competition ("**Competition Data**") and/or which is open-sourced and publicly available. Where Submissions have made use of any external data apart from the Competition Data, Participants must clearly state the external data used, the source of such data, the owner of such data (if applicable) and the relevant open-source license terms applicable.
- 2.5.2 By making a Submission, each Participant warrants to PSA that:
- (a) all information provided by the Participant in their online registration form and subsequently to PSA is true, accurate and complete;
  - (b) the Submission including any product or prototype developed is the original work of the Participant team and has not been submitted or entered in any other competition, contest, hackathon or similar event worldwide;
  - (c) the Submission including any product or prototype developed does not infringe any Intellectual Property Rights, proprietary rights or other legal rights of any third party (including but not limited to confidentiality or non-competition obligations owed by a Participant to a third party);
  - (d) the Participant team owns all Intellectual Property Rights and other rights in the Submission and any product or prototype developed, and no third party has any rights or interest in or over the Submission and any product or prototype developed;
  - (e) the Participant team has full capacity to, and holds all rights required for the transfer of the Intellectual Property Rights in the Submission including any product or prototype developed, to PSA under Clause 4.2;
  - (f) no consents, licenses or approvals are required to be obtained from third parties for the access, use, modification or development of the Submission including any product or prototype developed;
  - (g) the contents of the Submission have not been published or disclosed to third parties outside the Participant team or made public or known to or accessible by the public in any form;
  - (h) the Submission including any product or prototype developed does not utilize any open-source, freemium or licensed third-party proprietary software except (1) to the extent declared expressly by the Participant team in the Submission, and provided that in the case of open-

source software, that the terms of any open source license do not require the release, disclosure or distribution of any part of the Submission whether publicly or to any third party under any circumstances, and in the case of third-party proprietary software, (i) the Participant team has obtained the necessary rights for use of such software in the Competition and the Submission is not made in breach of such license rights; and (ii) that the Participant team shall at its cost procure for PSA any rights to access and use such software.

- 2.5.3 The Submission and any further materials prepared and submitted, as well as the presentation conducted by shortlisted Participants must not contain material that is, in PSA's opinion, inappropriate, dangerous, derogatory, indecent, obscene, distasteful, defamatory or slanderous. The substance and content of the Submission and any presentation conducted by shortlisted Participants must not, in PSA's opinion, promote bigotry, racism, hatred or harm against any group or individual or promote discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- 2.5.4 All Submissions (including the interface of any product or prototype developed), materials and presentations shall be made in English. PSA reserves the right to disqualify any Participant who submits any Submission, materials or presentations that is not in English.
- 2.5.5 Shortlisted Participants shall be required to prepare the additional materials as indicated on the Competition Website for the presentation to be held in the Final Round, to be submitted to PSA by the deadline specified, in the file format required, and subject to any other requirements stipulated by PSA.

## 2.6 **Judging Panel and Criteria**

- 2.6.1 PSA shall appoint a panel of judges to evaluate the submissions. The selection of judges shall be at PSA's sole discretion.
- 2.6.2 The Submissions will be evaluated and Award Entries selected based on the judging criteria provided by PSA on the Competition Website, as may be modified, supplemented or revised from time to time prior to the commencement of the Competition. The Participant agrees that the judging criteria is determined by PSA at its sole and absolute discretion and is not subject to challenge or appeal. Updates to the judging criteria will not be notified to Participants. The Participant shall be responsible for checking the Competition Website for the latest updated version of the judging criteria.
- 2.6.3 All decisions made by the panel of judges shall be final. PSA shall not entertain any correspondence, enquiry, appeal or protest before, during or after the Competition.

## 2.7 **Prizes and Career Opportunities**

- 2.7.1 The prizes for the Competition ("**Competition Prizes**") are as follows:
  - a. First Prize: S\$5,000
  - b. Second Prize: S\$3,000
  - c. Third Prize: S\$2,000
  - d. Fourth Prize: S\$1,500

- e. Fifth Prize: S\$1,000
- f. Consolation Prizes: S\$750 (3 in total)
- g. Commendation Prizes: S\$300 (7 in total)

- 2.7.2 PSA is not obliged to award all or any of the Competition Prizes if it (or its panel of judges) deems that the submissions are not of the requisite or appropriate standard.
- 2.7.3 PSA reserves the right to modify the Competition Prizes in its sole discretion without prior notice.
- 2.7.4 Prize winners shall be announced following the conclusion of the Final Round.
- 2.7.5 Prize winners may not exchange non-cash Competition Prizes for cash or any other merchandise or services. If for any reason an advertised Competition Prize is unavailable, PSA may substitute a prize of equal or comparable value to be awarded.
- 2.7.6 All cheques must be deposited within 6 calendar months from the date of issuance of the cheques. No new cheques shall be issued if the cheque expires before it is banked or encashed.
- 2.7.7 Prize winners shall solely bear all applicable taxes in connection with the receipt of Competition Prizes.
- 2.7.8 In addition to Competition Prizes, prize winners will be eligible for internships with PSA for such duration as may be offered by PSA at the time of the Competition. Prize winners may apply for internships and/or employment positions offered by PSA through its application portal at <https://www.singaporepsa.com/careers>. PSA will also consider unsuccessful Participants for internships on a discretionary basis.

## 2.8 Others

- 2.8.1 Competition Data provided by PSA is solely for Participants' usage during the Competition and for purposes of preparing and submitting the Submission and conduct of the presentation, if shortlisted. Participants shall not attempt to use, modify, edit, compile, reverse engineer or otherwise process the Competition Data for any other purpose during or after the Competition, including deanonymizing, or reconstructing any masked or redacted data. Participants must at PSA's request, permanently delete the Competition Data and any copies or files containing, incorporating, or derived from the Competition Data, and provide a written confirmation to PSA that they have complied with the terms of this Clause.

## 3. Personal Data, Image/Publicity Rights

- 3.1 By registering for the Competition, the Participant agrees to the collection, use, disclosure and retention of their Personal Data by PSA subject to the terms and conditions set out in this Clause 3. Further queries on PSA's policies and procedures for handling of Personal Data may be directed to the Data Protection Officer at [pdpa-psa@globalpsa.com](mailto:pdpa-psa@globalpsa.com).

### 3.1.1 Personal Data Collected

- (a) "Personal Data" in these Conditions has the meaning given under section 2 of the Personal Data Protection Act 2012 ("PDPA").

(b) PSA collects the following Personal Data from Participants upon registration for the Competition, prior to participating in port tours, and in the course of the Competition:

- Name and residential address;
- Last four (4) digits of National Registration Identification Card number or other national identification document number (for the purpose specified in paragraph 3.1.2(d) only);
- Mobile phone number and residential phone number;
- Personal email address;
- Institution of study, student registration number and educational qualifications;
- Age;
- Gender;
- image, voice and video recording of Participant; and
- For Participants who are minors, personal particulars of parents or guardians.

### 3.1.2 **Purposes**

PSA collects and uses Participants' Personal Data for the following purposes:

- (a) Managing and administering the Competition, such as communications relating to the Competition;
- (b) Verification of Participants' eligibility to participate in the Competition;
- (c) Administration and payment of Competition Prizes;
- (d) Verification of Participants' identity for port tours, and managing safety and security of PSA's port;
- (e) (in respect of Participants' Personal Data as specified in Clause 3.2 below), for marketing and publicity in connection with the Competition and/or PSA.

PSA may disclose Personal Data publicly for marketing and publicity in connection with the Competition, and to external judges for the Competition, its service providers engaged for purposes of the Competition, or providing back-up or maintenance of its servers and systems, or educational institutions for purposes of verifying Participants' eligibility for the Competition.

### 3.1.3 **Retention; Withdrawal of Consent**

Where the Participant wishes to withdraw their consent for the use of their Personal Data for some or all of the purposes stipulated in this Clause, the Participant should contact the Data Protection Officer at [pdpa-psa@globalpsa.com](mailto:pdpa-psa@globalpsa.com). However, PSA reserves the discretion to disqualify the Participant from participating in the Competition or select alternative Award Entries if the Participant withdraws their consent to use of their Personal Data in breach of the Conditions. PSA shall be under no liability to the Participant or their team members for such individual or team disqualification.

### 3.1.4 **Personal Data of Others**

In the event that the Participant provides Personal Data to PSA in the course of exercising any rights, fulfilling any obligations, or doing anything related to or arising out of the Competition or these Conditions, the Participant undertakes and warrants that it has obtained all necessary

consents required under the PDPA for PSA to collect, use and/or disclose such Personal Data for all the relevant purposes which PSA requires.

### 3.2 **Additional Rights**

Each Participant expressly permits PSA (or any third party acting on PSA's behalf) to carry out the following acts or exercise the following rights, without (i) requiring prior notification to the Participant; (ii) any payment or compensation to the Participant; or (iii) holding PSA liable or responsible in respect of any consequent third party use (unauthorized or otherwise) pursuant to PSA carrying out such acts or exercising such rights:

- a) publish the Participant's actual name, nationality, age and/or photograph online, in print, or in any other media, in connection with the Competition;
- b) use information that the Participant provides during the course of the Competition for marketing or educational purposes;
- c) take photographs, videos, electronic recordings and/or other media of Competition activities, which may include photographs, videos, electronic recordings and/or other media of the Participant, during the Competition;
- d) use and edit the Participant's photographs, videos, electronic recordings and other media for marketing or educational purposes;
- e) retain full ownership rights of such photographs, videos, electronic recordings and other media;
- f) broadcast and publish at PSA's discretion any or all of such photographs, videos, electronic recordings and other media (and modifications thereof) on any platform for marketing or educational purposes; and
- g) conduct, permit, and/or participate in publicity or other promotional, marketing or commercial activities relating to the Competition or PSA generally at any time during or after the Competition.

## 4. **Intellectual Property and Publications**

4.1 All Intellectual Property Rights whatsoever in or related or ancillary to any information or materials provided by PSA to the Participant including the Competition Data and any customisation, enhancement, development, modification, copy, translation, adaptation or derivation thereof, shall remain vested in and be the absolute property of PSA. No rights whatsoever in connection with the foregoing are granted to or retained by the Participant.

4.2 All Intellectual Property Rights in the Award Entries shall vest in and be the property of PSA without any obligation of attribution, consent or compensation, except for payment of the Competition Prizes. The Participant(s) whose Submissions are selected as the Award Entries, shall, at PSA's request, obtain the execution and delivery of any instrument that may be appropriate to assign or transfer the Intellectual Property Rights in such Award Entry to PSA in so far as required to give effect to the foregoing. Where it is not possible to vest the Intellectual Property Rights in the Award Entries in PSA, the Participant(s) whose Submissions are selected as Award Entries shall grant to PSA the exclusive, perpetual, irrevocable, worldwide and royalty-free license to use (including but not limited to develop, modify, reproduce, publish, sub-license,



distribute, create derivative works of and dispose of) and commercially exploit such Award Entry, without any obligation of attribution, consent or compensation. In all cases, the Participant(s) whose Submissions are selected as the Award Entries agree not to disclose, sell, release, assign or transfer to any third party, or otherwise deal with, any rights, interests or license to the Award Entries without the prior written consent of PSA.

- 4.3 The Participant warrants and represents that no third-party claim is threatened, pending, suspected or reasonably likely to occur against the Participant or in respect of the Submission or any information, materials or prototype or program provided by the Participant. Should a third party claim that PSA's processing and use of such information, submissions and entries infringes its rights, which include Intellectual Property Rights, the Participant shall fully indemnify PSA against all Claims of whatsoever nature arising out thereof or in connection therewith. The Participant shall, at PSA's option and at the Participant's expense, do all such acts and things either to render the use of the Submission or any information, materials, prototype or program provided by the Participant non-infringing or obtain the requisite consent, approval or licence from such third party granting PSA the right to continue using the Submission or any information, materials, prototype or program provided by the Participant.
- 4.4 Without prejudice to Conditions 2.5.2 and 4.3, the Participant shall:
- a) promptly and fully notify PSA of any actual, threatened or suspected infringement or third party Claim made in connection with the Submission or any information, materials, prototype or program provided by the Participant;
  - b) at its expense do all such things as may be required to cure such infringement or third party Claim; and
  - c) not cause or permit any action which may damage or endanger any Intellectual Property Rights of PSA or lead to any Claims in respect of Intellectual Property Rights against PSA, or to assist or allow others to do so and in particular, the Participant agrees:
    - a. not to remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, in the information provided by PSA to the Participant and to incorporate such proprietary markings in any copies of such information; and
    - b. not to register, directly or indirectly, any patent, trademark, service mark, trade name, company name, internet domain name or other proprietary or commercial right that is identical or confusingly similar to the Intellectual Property Rights of PSA or that constitute translations thereof into another language.
- 4.5 The provisions of this Condition 4 shall fully apply notwithstanding the completion, termination, expiry, cancellation, cessation or invalidation of the Competition or that a Participant may decline any Competition Prize.

## **5. Measures by PSA and Compliance with Laws**

- 5.1 Notwithstanding any other provisions of these Conditions, PSA shall be entitled immediately and at any time to carry out such acts or measures which may be required for the prevention or reduction of risk of any Claim that may be suffered by PSA, including the cessation of the Competition.

5.2 The Parties shall comply with all Applicable Laws affecting the Competition.

## **6. Confidentiality**

- 6.1 The Participant shall not disclose to any person any information or material in any form (including analyses, compilations, forecasts, studies, research, data, photographs, drawings, videos, specifications, designs and software programs, and any other document or information) provided by PSA in connection with the Competition or these Conditions, without the prior written consent of PSA.
- 6.2 Unless otherwise approved by PSA, the Participant shall not disclose or make available to the public any information in connection with the Submission and/or any product or prototype created or developed by the Participant. This Condition shall survive the completion, termination, expiry, cancellation, cessation or invalidation of the Competition.
- 6.3 Except with the prior written consent of PSA, or in accordance with guidelines provided by PSA, the Participant shall not refer to, publish any comment or make any statements pertaining to PSA or the Competition in any public forum (including on social media such as Facebook, Twitter, Instagram, or the Participant's own promotional material), or imply that the Participant is endorsed by or otherwise authorised to represent PSA or the Competition. The Participant must not use any logo, trademark, business or trade name of PSA.

## **7. Indemnity and Liability**

- 7.1 To the fullest extent permitted by law, each Participant agrees and undertakes at all times to:
- a) be fully liable for and indemnify and hold harmless PSA from any Claims that may arise out of or pursuant to the Participant's participation or conduct in, or any act or omission or activity of the Participant connected with, the Competition, including but not limited to the breach of any of these Conditions or any Applicable Laws; and
  - b) accept all risks of personal injury, property damage or other loss or liability of any nature whatsoever that may arise from the Participant's making or creation of any Submission, or entry or participation in this Competition or any activity connected therewith, and shall not in any way hold PSA responsible for any Claim which the Participant may sustain or incur.
- 7.2 If, for any reason, any aspect of the Competition is not capable of running as planned, including by reason of infection by computer virus, network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of PSA which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Competition, PSA may at its sole discretion cancel, terminate, modify or suspend the Competition, or invalidate any affected Submission, and PSA shall not be liable for any Claims, action, damage, or loss as a result of such cancellation, termination, modification, suspension or invalidation.
- 7.3 To the fullest extent permitted by law, PSA shall not be responsible for any loss, damage, cost or expense (howsoever arising and whether direct or indirect, consequential or incidental) incurred by any Participant in connection with the Competition, including but not limited to:
- a) the collection, use and disclosure of Personal Data,

- b) the collection and subsequent use of any Competition Prize,
  - c) availability, reliability, suitability or security of the Competition Website; and in particular, PSA does not warrant that the Competition Website will be error-free, uncorrupted, free from attack, viruses, interference, hacking or other security intrusion or harmful elements;
  - d) any error in the administration of the Competition or contents of the Competition Data, contents of the Competition Website, materials or communications to Participants, printing or typographical errors, technical errors that may impair the Participant's ability to participate in the Competition, or loss of data;
  - e) any unreadable, incomplete, mutilated, tampered or irregular Submission,
  - f) any breakdown, malfunction, malware or compromise in or of any computer system or equipment, or
  - g) any notice which is misdirected or lost.
- 7.4 All Competition Data, information and materials provided by PSA in connection with the Competition is provided on an as-is and as-available basis. PSA makes no warranty, condition or representation in respect of, and to the fullest extent permitted by law, assumes no liability in respect of the Competition, Competition Data, information and material provided.
- 7.5 The provisions of this Condition 7 shall survive the completion, termination, expiry, cancellation, cessation or invalidation of the Competition.

## **8. Assignability; Rights of Third Parties**

- 8.1 The rights and obligations of each Participant under these Conditions are personal to the Participant only and save as expressly permitted by these Conditions, shall not be assigned or shared in any way to or with any person without the prior written consent of PSA.
- 8.2 A person who is not a Party to these Conditions shall have no right under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any right or obligation under these Conditions.

## **9. Governing Law and Settlement of Disputes**

- 9.1 These Conditions shall be governed by and construed in accordance with the laws of Singapore.
- 9.2 All Participants hereby submit to the exclusive jurisdiction of the competent courts of Singapore.

## **10. Definitions**

- 10.1 Each of the following expressions used in these Conditions shall have the following meaning unless the context requires otherwise:
- "Applicable Laws"** means, as to any person, all applicable constitutions, treaties, laws, statutes, codes, ordinances, orders, decrees, rules and regulations binding upon such person or to which such a person is subject.

**“Award Entry”** means any Submission that is awarded a prize pursuant to the Competition (or otherwise deemed a winning entry according to the terms of these Conditions).

**“Claim”** means any loss, damage, cost, expense and/or liability incurred due to any circumstances, including but not limited to the following:

- any loss, destruction or damage of any property (including the property of the person suffering such loss, damage, cost or expense);
- the infringement of any Intellectual Property Rights;
- any damage to the environment;
- the death or injury of any person;
- any economic or consequential loss or loss of profits suffered by any person and any demand or legal proceedings made or instituted in respect of such loss, damage, cost or expense (including solicitor and client costs); and/or
- compliance with Applicable Laws and/or obligations,

and shall include any claims in respect of any of the above matters.

**“Competition”** means the competition identified in the first paragraph of these Conditions.

**“Competition Data”** has the meaning given in Clause 2.5.1 of these Conditions.

**“Competition Prizes”** mean the prizes which are available to be awarded in the Competition, as set out in Clause 2.7.1 of these Conditions.

**“Competition Website”** means the website with the URL link as stated in Clause 1.2 of these Conditions.

**“Conditions”** means these Terms and Conditions of the Competition as may be revised, amended, supplemented, varied and/or replaced at the discretion of PSA from time to time, in accordance with Condition 1.2.

**“Intellectual Property Rights”** means all inventions, innovations, improvements, developments, methods, patents, rights to inventions, technology, copyright and related rights, moral rights, trademarks, trade names and domain names, rights in industrial designs, computer software, source code, object code, database rights, rights in confidential information (including know-how, business secrets and trade secrets) and any other intellectual property rights, in each case whether registrable, registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**“Participant”** means any person who has submitted an online registration for the Competition and who is accepted by PSA as a participant of the Competition pursuant to these Conditions.

**“Party”** means PSA or the Participant.

**“PSA”** means PSA Corporation Limited and/or any affiliate as it may designate, and each of its successors and assigns.

**“Representatives”**, as to PSA, means its directors, officers, employees, servants, agents and partners.

**“Submission”** means the entry or submission by the Participant for judging in the Competition and includes without limitation, any program, prototype or product developed or created by any Participant and any methodologies, source codes, design specifications, drawings, software, program, information, documentation, data and/or material in respect thereof or in connection therewith.

## **11. Interpretation**

- 11.1 Words importing the singular number shall include the plural number and vice versa.
- 11.2 Words importing the masculine gender shall include the feminine or neuter gender.
- 11.3 All applications, orders, instructions, notices, requests, descriptions, directions, declarations, permissions, consents and other communication required or permitted under these Conditions to be made or given to PSA shall be made or given in writing or by such other mode as may be accepted by PSA.
- 11.4 Reference in these Conditions to any statute includes a reference to such statute in force from time to time and any regulations or orders made under such statute.
- 11.5 References to PSA shall include its Representatives, unless the context otherwise requires.
- 11.6 If the whole or any part of any provision of these Conditions shall be or become illegal, invalid or unenforceable for any reason whatsoever including by reason of any statutory provision or by reason of any decision of any court or any other body or authority having jurisdiction over the Parties or these Conditions, such whole or part of such provision shall be deemed to be deleted from these Conditions and shall be of no force and effect, and these Conditions shall remain in full force and effect as if such provision had not originally been contained in these Conditions.
- 11.7 The headings of the provisions of these Conditions are for reference and the convenience of the Parties only and do not define, limit or enlarge the meaning, interpretation or scope of the provisions.
- 11.8 In the event of any inconsistency between these Conditions and any promotional or marketing material relating to the Competition, the prevailing version of these Conditions shall prevail.