## Terms and Conditions for public call for contributions to the Collecting Contemporary Singapore: Technology initiative

These terms and conditions ("**T&Cs**") apply to all submissions for the public call for contributions to the Collecting Contemporary Singapore: Technology initiative (<u>https://go.gov.sg/offon</u>) (the "**Campaign**"), as administered by the National Museum of Singapore, an institution 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 T&Cs ("T&Cs");
  - (b) you represent and warrant that:
    - (i) you own the object described in your submission ("**Object**"), which is in your possession; and
    - the story and any photograph(s) attached to your submission ("Object Story/Photos") are original and were written/taken by you or you otherwise have the right to share the same, and do not infringe on the copyright or other intellectual property rights of any person;
  - (c) 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. If your Object is selected, NHB will contact you for further information and (if both parties are agreeable to the terms of the donation) to make the arrangements for your donation of the Object, including formalising the same through a separate agreement in writing. In relation to any selected and subsequently donated Object, you agree that:
  - (a) the copyright and all other intellectual property rights to the Object Story/Photos shall be transferred from you to and vest solely in NHB, without compensation;
  - (b) NHB will therefore be free to decide whether and how to use the Object Story/Photos, 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;
  - (c) NHB shall publicly credit you in any display or other use of the Object and Object Story/Photos, unless otherwise agreed in writing; and
  - (d) to avoid doubt, NHB is not obliged to accept any Object or to exhibit or otherwise make use of any donated Object or Object Story/Photos.
- 4. NHB reserves the right to disqualify and will not consider any entry that is discriminatory, offensive or contains otherwise objectionable or inappropriate content.
- 5. All decisions by NHB are final and no correspondence will be entertained.

- 6. You agree that NHB may collect, use and disclose your personal data as provided by you through the Campaign submission form, for the purposes of administering the Campaign and in relation to your participation in this Campaign, including contacting you for further information. If necessary, NHB may share this data with other Government agencies (or non-Government entities which have been authorised to carry out specific services by NHB) in order to serve you in the most efficient and effective way and for the purposes of this Campaign, unless such sharing is prohibited by law. For more details on the National Heritage Board's Privacy Policy, please refer to <a href="http://www.nhb.gov.sg/contents/privacy-policy">http://www.nhb.gov.sg/contents/privacy-policy</a>.
- 7. NHB reserves the right to amend these T&Cs and modify, cancel or suspend the Campaign at its sole discretion at any time.
- 8. 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.
- 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.