

## National AI Student Challenge 2022 Terms and Conditions

To enter the Challenge, please register via the Challenge website (“Website”) which is located at: <https://learn.aisingapore.org/national-ai-student-challenge-2022/>.

You agree that submission of an entry to the Challenge constitutes your acceptance of these Terms and Conditions and that there is a binding legal agreement between You and the Challenge Sponsor on the terms set out herein with respect to the Challenge (“Agreement”).

### 1. DEFINITIONS

“Entry Deadline(s)” refers to 6 February 2023, 23:59hrs.

“External Data” refers to the third-party data utilised by the Participant.

“Challenge” refers to the National AI Student Challenge 2022.

“Challenge Period” refers to 5 December 2022, 12:00hrs to 24 February 2023, 12:00hrs, both dates inclusive.

“Challenge Sponsor” refers to AI Singapore, a national programme, supported by the National Research Foundation and hosted at the National University of Singapore (NUS).

“Challenge Partners” refers to Challenge Sponsor’s sponsoring partner(s) for the Challenge.

“Challenge Website” refers to the Challenge Website located at <https://learn.aisingapore.org/national-ai-student-challenge-2022/>.

“Registration Deadline(s)” refers to 6 February 2023, 23:59hrs.

“Requirements” refers to the submission guideline as specified on the [Challenge Website](#) and on the Challenge Terms and Conditions.

“Participant” or “You” refers to the party who has accepted the Challenge Terms and Condition and complies with the Challenge Eligibility Criteria and wishes to submit entries for the Challenge.

## **2A. ELIGIBILITY CRITERIA**

To be eligible to enter the Challenge,

- (i) You must be a full-time student currently enrolled in a local Secondary School, Integrated Programme (IP) School, International School, Independent School, Junior College, Institute of Technical Education, Polytechnic and University, or Full-time National Servicemen (NSF).
- (ii) If You and/or any of your team member(s) are below the age of 18 years old, your registration form must be accompanied by completed parental consent form(s) for You and/or your team member(s). Otherwise, your registration and Entry will be deemed incomplete and void.
- (iii) If You sign-up as a Team, you may register up to 4 Team members. Ensure that all members fulfil criterion (i) and (ii).
- (iv) Use your School / Institution email address. Do not submit using personal emails such as Yahoo or Gmail individual accounts as these will be rejected. NSF may use your personal email address.

Only individual students are permitted to participate in the Challenge. No companies, schools, institutions, or other corporate entities are eligible to apply for the Challenge. For the avoidance of doubt, individuals registering for this Challenge will be doing so in their personal capacity and not representing their organizations or institutions.

The Challenge Sponsor reserves the right to verify eligibility and to adjudicate on any dispute at any time. If the Challenge Sponsor shall determine, in its absolute discretion and opinion, that You have provided any false or incorrect information to the Challenge Sponsor, You may be immediately disqualified from the Challenge.

## **2B. INDIVIDUALS AND TEAMS**

1. Individual Account. You may submit an Entry only under one unique email. You will be disqualified if you submit Entry(ies) through more than one email, or attempt to falsify an account to act as your proxy.
2. Teams. Individuals who fulfil the requirements at Section 2A, may collaborate as a team (a "Team"); You must register and submit an Entry as a Team (whereby "Team" can be just yourself as a single member or you can form a Team with other individuals provided that it does not exceed the maximum Team size set forth on the Challenge Website). The individual information of each Team member will need to be furnished in the registration form and each Team must designate a Team Captain. You can join up to one Team. Each Team can participate in either Category A or B of this Challenge. Each Team may submit no more than one Entry.

### **3. CHALLENGE SPONSOR AND HOSTING PLATFORM**

The Challenge is sponsored and hosted by the Challenge Sponsor named above.

### **4. CHALLENGE PERIOD**

The Challenge Sponsor reserves the right to cancel, postpone or suspend the Challenge at any time and to change the form and substance, dates for deadlines, and events and/or Requirements of the Challenge at its discretion. Entry deadlines applicable to each stage will be set out and/or updated on the Challenge Website. It is your responsibility to check the Challenge Website regularly to stay informed of any deadline changes.

### **5. SUBMISSION / ENTRY REQUIREMENTS**

- A. To enter the Challenge, You must register on the Challenge Website before the Registration Deadline and follow the instructions for developing and submitting your Entry through the Challenge Website. Your Entry must be made in the manner and format set forth on the Challenge Website and/or email instructions sent by Challenge Sponsor. Entries must be received prior to the Entry deadline set forth on the Challenge Website. Entries must be submitted in English.

Category A is a single stage competition. Only the top 5 winners of Category A would be eligible for a prize.

Category B of the Challenge is a multi-stage competition. Shortlisted teams shall be required to participate in an in-person final presentation whereby only the top teams selected for such Challenge stage would be eligible for a prize. Only the top 3 winners of Category B would be eligible for a prize.

Entries are void if any part thereof is illegible, incomplete, damaged, altered, counterfeit, obtained through fraud, or late. The Challenge Sponsor reserves the right, in its sole discretion, to disqualify any Participant who makes an Entry that does not meet the Requirements.

- B. Private Code Sharing. Unless otherwise specifically permitted under the Challenge Website or Challenge Terms and Conditions, during the Challenge, You are not allowed to privately share source or executable code developed in connection with or based upon the External Data with others. This prohibition includes code sharing between separate Participants. Any such code sharing is a breach of these Challenge Terms & Conditions and shall result in disqualification.
- C. Public Code Sharing. You are permitted to publicly share models or codes through the public github repository/other platforms or the model function in connection with or based

upon the External Data, or otherwise relevant to the Challenge, provided that such public sharing does not violate the intellectual property rights of any third party. By so sharing, You are deemed to have licensed the shared code under any of the eligible Open Source licenses listed below.

- D. Use of Open Source. Unless otherwise set forth in the Challenge Terms and Conditions herein, if Open Source code is used in the model to generate the Entries, then You must only use Open Source code licensed under an Open Source Initiative-approved license (see <http://www.opensource.org>) that in no event limits commercial use of such code or model containing or depending on such code.

## 6. EVALUATION OF ENTRIES

A panel of judges will be appointed by Challenge Sponsor. The selection and appointment of the judges shall be at the sole discretion of Challenge Sponsor.

Each Entry will be scored and ranked by the evaluation metrics set forth on the [Challenge Website](#). Winners of the Challenge will be selected according to the evaluation metrics.

The decisions of the judges shall be final and binding.

For Category B, if your Entry is shortlisted, You shall be notified, latest, by 14 February 2023 to present your solution on 17 February 2023 in-person to a panel of judges. Your Entry shall be disqualified if You are unable to attend the in-person presentation.

Each Entry must be the Participant's own original creation and newly written during the Challenge and must not have been entered in any other competition or program similar to the Challenge. Entries may be subject to a due diligence review at any time for eligibility and compliance with these Terms and Conditions. Determination of eligibility and compliance is at the sole discretion of Challenge Sponsor. Challenge Sponsor reserves the right to disqualify any Entry if the Entry or a Participant does not comply with these Terms and Conditions.

## 7. CHALLENGE DATA (FOR CATEGORY B)

External Data. You may use External Data to develop and test your tool and Entry, provided that You have the right and authority to use such External Data for the purposes of the Challenge, and to share such data with the Challenge Sponsor as may be required. You shall be liable for and shall indemnify and hold harmless the Challenge Sponsor from and against any third-party claims, damages or loss that may arise from Participant's use of any External Data for the Challenge.

## **8. INTELLECTUAL PROPERTY RIGHTS**

### **A. Background Intellectual Property Rights (IPR)**

All rights, title and interests in and to any intellectual property rights (IPR) created prior to or independently of the Challenge which a Participant has the right, through ownership or an appropriate licence, to submit as an Entry to the Challenge and which is used or disclosed by the Participant for the purposes of the Challenge (Background IPR) shall remain unaffected. Except as expressly licensed under these Challenge Rules, no party is granted any right or interest in and to the other party's Background IPR.

### **B. Foreground IPR**

IPR to all tools, models, source code or any other assets created by the Participant in the course of the participation in the Challenge and forming part of the Entry shall remain the property of such Participant.

### **C. By their submission of Entries, all Participants shall automatically grant to the Challenge Sponsor a perpetual, irrevocable, royalty-free, worldwide and non-exclusive licence to use, store and copy the content of any of the Entries for the following purposes:**

- a. to use, reproduce, publicly perform, publicly display and create a derivative work from, any Entry that Participant submits solely for the purposes of allowing the Challenge Sponsor to test and evaluate the Entry for purposes of the Challenge.
- b. to advertise, display, demonstrate, or otherwise promote the Challenge. Participant specifically agrees that the Challenge Sponsor shall have the right to use, reproduce, publicly perform, and publicly display the Entry in connection with the advertising and promotion of the Challenge via communication to the public or other groups, including, but not limited to the right to make screenshots, animations and video clips available for promotional purposes.
- c. for academic research, education and non-commercial use.

### **D. You represent that You have the unrestricted right to grant the licence set out in Clause 8C.**

## **9. PRIVACY POLICY AND DATA PROTECTION NOTICE**

- ### **A. You acknowledge and agree that Challenge Sponsor may collect, store, share and otherwise use personally identifiable information provided during the registration process and the Challenge, including, but not limited to, name, email address and contact number, for the purpose of running and administering the Challenge.**

Challenge Sponsor's Privacy Policy sets out how Challenge Sponsor uses and protects any information that You provide, whilst using Challenge Sponsors services on Challenge Sponsor's websites. Challenge Sponsor may change this policy as and when necessary. Privacy policy changes will be reflected on our [Privacy Policy Website](#).

- B. We generally do not collect your personal data unless (a) it is provided to us voluntarily by You directly or via a third party who has been duly authorised by You to disclose your personal data to us (your "authorised representative") after (i) You (or your authorised representative) have been notified of the purposes for which the data is collected, and (ii) You (or your authorised representative) have provided written consent to the collection and usage of your personal data for those purposes, or (b) collection and use of personal data without consent is permitted or required by the PDPA or other laws. We shall seek your consent before collecting any additional personal data and before using your personal data for a purpose which has not been notified to You (except where permitted or authorised by law).

We may collect and use your personal data for any or all of the following purposes ("Purposes"):

**1. Processing and evaluating participant's "Eligibility" criteria:**

Eligibility criteria of the participants shall be evaluated in respect of all of the foregoing, to the extent that the student is a minor, dealing or communicating with the parent or legal guardian of that student in respect of the foregoing purposes.

**2. Media Requests / Creation of Collateral:**

By participating in the Challenge and/or accepting any of the prizes awarded, You consent to the use of Your name, comments, photos and/or videos (including photos and/or videos taken of the winners at the prize presentation ceremony), likeness, biographical information, entry, description of your proposal and/or tool and/or statements attributed to Participant (if true), by the Challenge Sponsor and/or its Challenge Partners, in publicity or advertising concerning the Challenge or otherwise in any medium now known or hereafter devised (including the Internet or other interactive networks) at any place or time without further compensation or right of review, and agrees to waive their rights with respect to any such publicity and advertising.

**3. Disclosure of Personal Data to Third Parties:**

In order to conduct our operations more smoothly, Challenge Sponsor may need to disclose your personal data to any third parties including our third party service providers and agents, and relevant governmental and/or regulatory authorities, whether in Singapore or abroad, for the purposes set out in Clause 9B.

Except where permitted by law (and not excluding disclosures to third parties), Challenge Sponsor will not disclose your personal data to any third parties without first obtaining your consent permitting us to do so or unless any such disclosure is permitted under any of the statutory exemptions under the Personal Data Protection Act.

- 4. Verifying your identity.**
- 5. Responding to, handling, and processing queries, requests, applications, complaints, and feedback from You.**
- 6. Complying with any applicable laws, regulations, codes of practice, guidelines, or rules, or to assist in law enforcement and investigations conducted by any governmental and/or regulatory authority.**
- 7. Any other purposes for which You have provided the information.**
- 8. Any other incidental business purposes related to or in connection with the above.**

#### C. WITHDRAWING YOUR CONSENT

The consent that You provide for the collection, use and disclosure of your personal data will remain valid until such time it is being withdrawn by You in writing. You may withdraw consent and request us to stop using and/or disclosing your personal data for any or all of the purposes listed above by submitting your request in writing or via email to us at the contact details provided below.

Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with You) for your request to be processed and for us to notify You of the consequences of us acceding to the same, including any legal consequences which may affect your rights and liabilities to us. In general, we shall seek to process your request within fourteen (14) business days of receiving it.

Please note that withdrawing consent does not affect our right to continue to collect, use and disclose personal data where such collection, use and disclose without consent is permitted or required under applicable laws.

If You have any queries in relation to how we use or process your personal data, please contact us at [learn@aisingapore.org](mailto:learn@aisingapore.org).



## 10. PRIZES

Prize(s) are as described on the [Challenge Website](#). Odds of winning any prize depends on the number of eligible Entries received during the Challenge Period and the quality of the output.

Each Entry will be scored and ranked by the evaluation criteria set forth on the Challenge Website. Finalist and winners of the Challenge will be selected according to the same evaluation criteria.

Challenge Sponsor will notify the prize winner(s) by email/phone. If a prize winner does not respond to the notification attempt within five (5) days from the first notification attempt, then such prize winner will be disqualified and an alternate prize winner will be selected from among all eligible entries received, based on the judging criteria.

The winner's list following the end of Challenge will be publicly displayed at Challenge Website upon completion of the Challenge.

Decision of Challenge Sponsor shall be final and binding.

All prizes are subject to Challenge Sponsor's review and verification of the Participant's eligibility and compliance with these Challenge Terms and Conditions, and the compliance of the winning Entries with the Requirements. In the event that the Entry demonstrates non-compliance with these Challenge Terms and Conditions, Challenge Sponsor may, at its discretion, take either of the following actions: (i) disqualify the Entry; or (ii) require the prize winner to remedy any non-compliance within one week after notice of all issues identified in the Entry (including, without limitation, the resolution of license conflicts, the fulfilment of all obligations required by software licenses, and the removal of any software that violates the software restrictions).

A prize winner may decline accepting the prize by notifying Challenge Sponsor directly within 1 week from receipt of win notification in which case such prize winner shall forgo any prize or other benefits associated with winning the Challenge. Challenge Sponsor reserves the right to disqualify a Participant who so declines its winner status.

Prize winners must submit all required documents within 15 days of receiving a notification from the Challenge Sponsor, or such winner will be deemed to have forfeited the prize and another winner may be selected by the Challenge Sponsor at its sole and absolute discretion. Prize(s) shall be awarded within approximately 30 days after receipt by Challenge Sponsor of the required prize acceptance documents. Transfer or assignment of a prize is not allowed.

Prize Presentation Ceremony for both Category A and B winners will be held tentatively in May 2023 during the AI Student Developer Conference 2023.

You are not eligible to receive any prize if You do not meet the Eligibility criteria in Clause 2 above.



## **11. WINNERS' OBLIGATIONS**

As a condition to being awarded a prize, a prize winner must fulfil the following obligations:

(a) sign and return all prize acceptance documents as may be required by Challenge Sponsor, including without limitation: (i) eligibility certifications; (ii) licences, releases and other agreements required under the Challenge terms and conditions; (iii) relevant tax forms, if any; (iv) dataset, if any; (v) source code, if applicable; and (vi) other relevant materials requested by Challenge Sponsor.

(b) agree to allow the Challenge Sponsor and/or its Challenge Sponsor(s) to use your name, trademark and/or likeness, free of charge for advertising and promotional purposes, unless prohibited by law.

## **12. TAXES**

ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS. Payments to winners are subject to the express requirement that they submit all documentation requested by Challenge Sponsor for compliance with applicable state, federal, local and foreign (including provincial) tax reporting and withholding requirements. Prizes will be net of any taxes that Challenge Sponsor is required by law to withhold.

## **13. DISQUALIFYING BEHAVIOUR**

Challenge Sponsor reserves the right to disqualify any Participant from the Challenge if, in Challenge Sponsor's sole discretion, it reasonably believes that the Participant has attempted to undermine the legitimate operation of the Challenge by cheating, deception, or other unfair playing practices or for any abuse, threats or harassments of any other Participants, and/or Challenge Sponsor. Challenge Sponsor further reserves the right to disqualify any Participant who tampers with the submission process or any other part of the Challenge or Challenge Website. Any attempt by a Participant to deliberately damage any website, including the Challenge Website, or undermine the legitimate operation of the Challenge is a violation of criminal and civil laws and should such an attempt be made, Challenge Sponsor reserves the right to seek damages from any such Participant to the fullest extent of the applicable law.

## **14. WARRANTY, INDEMNITY AND RELEASE**

You warrant that your Entry is your own original work and, as such, You are the sole and exclusive owner and rights holder of the Entry, and You have the right to make the Entry and grant all required licences. You agree not to submit any Entry that: (i) infringes any third party proprietary

rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, patent, trade secret, privacy, publicity or confidentiality obligations; or (ii) otherwise violates any applicable state law.

To the maximum extent permitted by law, You indemnify and agree to keep indemnified Challenge Sponsor at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Participant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, You agree to defend, indemnify and hold harmless the Challenge Sponsor from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or accruing from: (a) your Entry or other material uploaded or otherwise provided by You that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or entity, or defames any person or violates their rights of publicity or privacy; (b) any misrepresentation made by You in connection with the Challenge; (c) any non-compliance by You with these Challenge Terms and Conditions; (d) claims brought by persons or entities other than the parties to these Challenge Terms and Conditions arising from or related to your involvement with the Challenge; and (e) your acceptance, possession, misuse or use of any prize, or your participation in the Challenge and any Challenge-related activity.

You hereby release Challenge Sponsor from any liability associated with: (a) any malfunction or other problem with the Challenge Website; (b) any error in the collection, processing, or retention of any Entry; or (c) any typographical or other error in the printing, offering or announcement of any prize, finalists or winners.

You hereby agree not to instigate, support, maintain or authorize any action, claim or lawsuit against the Challenge Sponsor, or any other person, on the grounds that any use of a Participant's Entry, infringes any of Participant's rights as creator of the Entry, including, without limitation, trademark rights, copyrights and moral rights.

## **15. INTERNET**

Challenge sponsor is not responsible for any malfunction of the Challenge Website or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed Entries or entry materials due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Challenge Website, or any combination thereof, which may limit a Participant's ability to participate.

## **16. RIGHT TO CANCEL, MODIFY**

If for any reason the Challenge is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Challenge, Challenge Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Challenge.

## **17. NOT AN OFFER OR CONTRACT OF EMPLOYMENT**

Unless otherwise specifically provided under the Challenge Website, under no circumstances shall the submission of an Entry, the awarding of a prize, or anything in these Challenge Terms and Conditions be construed as an offer or contract of employment with Challenge Sponsor. You acknowledge that You have submitted your Entry voluntarily and not in confidence or in trust. You acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between You and Challenge Sponsor, and that no such relationship is established by your submission of the Entry.

## **18. GOVERNING LAW**

Unless otherwise provided in the Challenge Terms and Conditions above, this Agreement will be governed by Singapore law. You agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore for any claims or disputes arising in relation with the Challenge. A person who is not a party to the Agreement has no right under the Contracts (Rights of Third Parties) Act 2001 to enforce any of these terms and conditions.

## **19. SEVERABILITY**

If any provision of these Challenge Terms and Conditions is held to be invalid or unenforceable, all remaining provisions of the Challenge Terms and Conditions will remain in full force and effect.

## **20. DISCLAIMER**

THE USER ACKNOWLEDGES AND AGREES THAT ALL THE INFORMATION ON CHALLENGE SPONSOR'S WEBSITE IS PROVIDED "AS IS".

Challenge Sponsor has used reasonable endeavours to ensure that the information and materials posted on its websites are correct at the time of posting. However, Challenge Sponsor gives no warranty and accepts no responsibility or liability for the accuracy or the completeness of the information and materials provided here for any purpose whatsoever. No reliance should be made

by any user on the information or material so posted; instead, the user should independently verify the accuracy and completeness of the information and/or materials with the originating source.

The user acknowledges and agrees that Challenge Sponsor shall not be held responsible or liable in any way for any and/or all consequences (including, without limitation, damages for loss of profits, business interruption, or loss of information) that may be incurred by the user as a direct or indirect result of using, or the inability to use, any materials or contents on Challenge Sponsor's website, even if Challenge Sponsor has been advised of the possibility of such damages in advance; and no right of action will arise as a result of personal injury or property damage, howsoever arising, sustained as a result of reference to, or reliance upon, any information contained in, or omitted from, Challenge Sponsor's website, whether through neglect or otherwise.

Challenge Sponsor reserves the right at any time, from time to time, to make changes to the whole or any part of the Challenge terms and conditions, and/or the services offered on its website as it deems appropriate.

Challenge Sponsor's website may contain links to other websites or resources operated by parties other than Challenge Sponsor. Such links are provided as a service for the convenience of the users of Challenge Sponsor's website. As Challenge Sponsor has no control over such sites and resources, the user acknowledges and agrees that Challenge Sponsor is not responsible nor liable for any content or material on or available from such sites or resources. In providing such links, Challenge Sponsor does not in any way, expressly or implicitly, endorse the linked sites or resources or the respective contents thereof.

The user further acknowledges and agrees that Challenge Sponsor shall not be responsible or liable, whether directly or indirectly, for any damage or loss caused or sustained by or alleged to be caused or sustained by the user, in connection with the use or reliance on any information or material available on such linked sites or resources.